



AGENDA

Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, September 17, 2024, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

Chaplain Pastor Tony Legear

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**

6. **COMMUNICATIONS FROM THE MAYOR**

7. **ADOPTION OF THE AGENDA**

8. **APPEALS**

Request of Jillian Saffle for a waiver of the Noise Ordinance at S. Reed Avenue on October 19, 2024, from 6:00 p.m. - 10:30 p.m. (District 2).

Request of Tommy Fulton for a waiver of the Noise Ordinance at 1655 McGill Avenue on October 20, 2024, from 10:00 a.m. - 4:00 p.m. (District 2).

Request of Mike Dickerson for a waiver of the Noise Ordinance at The Bragg Mitchell Mansion on November 2, 2024, from 7:30 p.m. - 10:30 p.m. (District 2)

Request of Tim Tait for a waiver of the Noise Ordinance at 3112 Bay Front Road on November 2, 2024, from 4:00 p.m. - 10:00 p.m. (District 3).

Request of Brad Boland for a waiver of the Noise Ordinance at Medal of Honor Park Amphitheater on April 20, 2025, from 6:15 a.m. - 8:20 a.m. (District 6).

Request of James Haynie for a waiver of the Noise Ordinance at Langan Park Pavilion on September 23, 2024, from 7:00 p.m. - 8:30 p.m. (District 7).

9. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Willie Gaston, Jr. - The need for a police presence at little league games and sanctioned citywide sporting events.

Michael Meeks - Comments about access to public records.

Amber Ward - Comments about funding to the library.

10. ORDINANCES HELD OVER

64-050 Consider the proposed modification of a previously approved Planned Unit Development for property located at 1480 Satchel Paige Drive (sponsored by Councilmember Reynolds).

64-051 Consider the proposed Conditional Use Permit for the property located at 6411 Howells Ferry Road (Councilmember Gregory).

64-052 Consider the proposed rezoning of the property located at 6411 Howells Ferry Road from R-3 to R-3 (Councilmember Gregory).

11. CIP RESOLUTIONS HELD OVER

09-885 Transfer \$100,000.00 from CIP Signal Detection Citywide to Grant Match Holding Account to be used as match for Alabama Department of Transportation grant (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering)

12. RESOLUTIONS HELD OVER

09-859 Adopt the 2024-2025 General Fund, Capital Improvement Fund, and Convention Center Fund Budgets (sponsored by Mayor Stimpson) (submitted by Richard Moore, Finance Dept.).

08-886 Approve purchase order to Kone, Inc. for Convention Center escalator motor repair; \$49,828.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-887 Approve purchase order to BC Fabrication, LLC for aluminum traffic signal generator enclosures for Traffic Engineering; \$25,300.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-888 Approve purchase order to VC3 Inc. for annual renewal of data security, backup, and recovery services for MIT; \$126,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-889 Approve purchase order to Vector Solutions, Inc. for annual renewal of learning, performance management, and apparatus software for MFRD; \$71,959.10 (sponsored by Councilmember Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-890 Approve purchase order to Sansom Equipment Co., Inc. for street sweepers for Public Services; \$1,169,392.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-891 Approve purchase order to North American Fire Equipment Co Inc. for fire hose for MFRD; \$66,545.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-892 Transfer funds from General Fund, Administrative Services to Capital Project Fund For Bic/document Storage; \$400,000.00 (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services).

21-893 Authorize contract with Michael Baker International, Inc. for miscellaneous drainage repairs; \$120,500.00 (sponsored by Mayor Stimpson and Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory) (submitted by Nick Amberger, Engineering Dept.).

25-894 Grant a permanent nonexclusive easement to CSX Transportation Inc. for the construction, operation, inspection, maintenance, replacement, and removal of a rail transportation track facility (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Nick Amberger, Engineering and Carleen Stout, REAM).

13. CONSENT RESOLUTIONS BEING INTRODUCED

37-896 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to S and G Food Mart; 2700 Pleasant Valley Road (sponsored by Councilmember Daves).

14. CIP RESOLUTIONS INTRODUCED

01-898 Agreement with J. Payne Organization, LLC for structural retaining wall and grading improvements at Sullivan Park; \$139,230.00; (sponsored by Mayor Stimpson and Councilmember William Carroll) (submitted by Cassie Boatwright, REAM).

15. RESOLUTIONS BEING INTRODUCED

01-897 Agreement with Jaguar Consulting, LLC for mechanical improvements at West Regional Library; \$61,500.00 (sponsored by Mayor Stimpson and Councilmember Reynolds) (submitted by Cassie Boatwright, REAM).

03-899 Appointment of Shonnda Smith as Executive Director of Public Works (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

03-900 Appointment of William Randy Jackson as Chief of Police (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-901 Approve purchase order to Truck Equipment Sales, Inc. to provide and install landscaper body on Chevrolet chassis for Parks Department; \$26,760.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-902 Approve establishing the City of Mobile Housing Improvement Plan Enterprise Fund; \$1,000,000.00 (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Ricardo Woods, City Attorney)

21-903 Authorize contract with Quadient, Inc. for postage meter lease for mailroom (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

25-904 Grant a permanent sidewalk and permanent utility easement agreement for N. McGregor, Old Shell Road to Springhill Avenue (sponsored by Mayor Stimpson and Councilmember Gregory) (submitted by Nick Amberger, Engineering, and Carleen Stout, REAM).

31-905 Authorize the Mayor to apply, accept, and receive a grant from the Alabama Department of Transportation (ALDOT) for the Highway Safety Improvement Program (HSIP). A 10% match is required; \$1,000,000.00

(sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

16. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: Jillian Saffle

PLEASE PRINT ALL INFORMATION

Home Phone Number: 504-252-7320 Cell Number: (504) 252-7320

Organization (if applicable) n/a

Mailing Address of Applicant 22 S. Reed Avenue Mobile, AL 36604

Telephone No. _____ E-mail address Jesaffle@gmail.com

Location or address of event where amplification will be used:

South Reed Avenue

Date of Event: 10/19/2024 Starting Time: 6:00 p.m Ending Time 10:30 p.m.

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Street Party

Do you plan to sell alcohol at this event? _____ YES X _____ NO **CITY CLERK'S OFFICE**

Music containing obscene language or profanity is prohibited **MOBILE, AL**

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

FR, SEP 6, AM 10:55 RCVD



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

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Name of Applicant: Tommy Fulton - Development Director
PLEASE PRINT ALL INFORMATION

WORK

Home Phone Number: 251-476-6335 Cell Number: _____

Organization (if applicable) LITTLE SISTERS of the POOR

Mailing Address of Applicant 1655 Mc GILL AVE, MOBILE, AL 36604

Telephone No. (251) 476-6335 E-mail address dervmobile@littlesistersofthepoor.org

Location or address of event where amplification will be used:

1655 Mc GILL AVE, MOBILE, AL 36604

Date of Event: 10/20/24 Starting Time: 10:00 am Ending Time 4:00 pm

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: 53RD ANNUAL LITTLE SISTERS OF THE POOR LAWN PARTY

Do you plan to sell alcohol at this event? _____ YES ☒ NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE

MOBILE, AL

FR, SEP 6, AM 11:03 RCVD

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APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

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Name of Applicant: Mike Dickerson

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2517530079 Cell Number: 2517530079

Organization (if applicable) _____

Mailing Address of Applicant 4518 Kingsway Dr Mobile AL 36608

Telephone No. _____ E-mail address _____

Location or address of event where amplification will be used:

The Bragg Mitchell Mansion

Date of Event: Nov 2, 2024 Starting Time: 7:30 Ending Time 10:30

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Wedding Reception

Do you plan to sell alcohol at this event? _____ YES _____^X NO

Music containing obscene language or profanity is prohibited

CITY CLERK'S OFFICE
MOBILE, AL

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

MO, SEP 9, PM 1:01 RCVD





APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Tim Tait

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-716-3256

Organization (if applicable) _____

Mailing Address of Applicant: 3112 Bay Front Road

Telephone No. _____ E-mail address: Sweetaiter@aol.com

Location or address of event where amplification will be used:

3112 Bay Front Road

Date of Event: 11/02/2024 Starting Time: 4:00PM Ending Time: 10:00PM

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Wedding and Reception

Do you plan to sell alcohol at this event? _____ YES X _____ NO

Music containing obscene language or profanity is prohibited

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(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE

MOBILE, AL

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TU, SEP 10, AM 8:22 RCVD



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

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Name of Applicant: Brad Boland

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-391-0634 Cell Number: 251-391-0634

Organization (if applicable) Christ United Church

Mailing Address of Applicant 6101 Grelot Road

Telephone No. 251-342-0462 E-mail address brad.boland@christunited.com

Location or address of event where amplification will be used:

Cottage Hill Medal of Honor Park Ampitheater

Date of Event: 4/20/2025 Starting Time: 6:15 a.m. Ending Time 8:20 a.m.

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Easter Sunrise Worship Service

Do you plan to sell alcohol at this event? YES X NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

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CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Tue 9/10/2024 5:37 AM

To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Willie Gaston Jr.

Date To Address Council: 2024-09-17

Address: 4954 Oxford Dr

Email: gastonwillie0622@gmail.com

Phone: 254-224-1664

Subject And Specific Questions: Police Presence at Little League Games and sanctioned citywide sporting events

Pertain To City Business: The safety of the children, officials that call the game and parents is becoming more and more dangerous for all involved.

Signature: Willie Gaston Jr.

Signature Verify: X

Agree: X

Date Submitted: 2024-09-10 05:37:09

This submission was recieved from your website <https://www.cityofmobile.org/>

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 9/12/2024 11:31 AM

To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: MICHAEL MEEKS

Date To Address Council: 2024-09-17

Address: 8620 Chutney Dr

Email: MMEEKS@BENLOPER.COM

Phone: 2512435942

Subject And Specific Questions: Access to public records

Pertain To City Business: Possible legal ramification for non-compliance

Signature: MICHAEL L MEEKS

Signature Verify: X

Agree: X

Date Submitted: 2024-09-12 11:31:09

This submission was recieved from your website <https://www.cityofmobile.org/>

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 9/12/2024 1:35 PM

To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Amber Ward

Date To Address Council: 2024-09-17

Address: 2515 Baxter Rd

Email: ambernicolew8@gmail.com

Phone: 2513004055

Subject And Specific Questions: Library funding

Pertain To City Business: Money allotted for materials

Signature: Amber Ward

Signature Verify: X

Agree: X

Date Submitted: 2024-09-12 13:35:03

This submission was recieved from your website <https://www.cityofmobile.org/>

R E S O L U T I O N

Sponsored by: Councilmember Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Retail Beer/Table Wine (Off Premises Only) License

Submitted by: S and G Speed Mart Inc.

Location: S and G Food Mart
 2700 Pleasant Valley Road
 Mobile, AL 36606

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/05/2024	TRANSFER - OWNERSHIP	2024 - 5685	129942	5	September 17, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

S AND G SPEED MART INC

Trade Name (DBA)

S AND G FOOD MART

Location Address

2700 PLEASANT VALLEY ROAD

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/05/2024	TRANSFER - OWNERSHIP	2024 - 5685	129942	5	September 17, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

S AND G SPEED MART INC

Trade Name (DBA)

S AND G FOOD MART

Location Address

2700 PLEASANT VALLEY ROAD

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/05/2024	TRANSFER - OWNERSHIP	2024 - 5685	129942	5	September 17, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

S AND G SPEED MART INC

Trade Name (DBA)

S AND G FOOD MART

Location Address

2700 PLEASANT VALLEY ROAD

City, State, Zip Code

MOBILE AL 36606

Contact Person Information				
Name	Title	POA	Phone	Email
SULAIMAN AL QUBLANI	OWNER	NO		

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 06/01/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 09/05/2024	Application Type TRANSFER - OWNERSHIP	Application Number 2024 - 5685	License Account # 129942	Council District 5	Council Agenda Date September 17, 2024
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name S AND G SPEED MART INC			Trade Name (DBA) S AND G SPEED MART		
Business Structure Type CORP - CORPORATION		Incorporation Date 05/31/2024	SOS Entity ID	State AL	County MOBILE
Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number (205) 534-2971			
Physical Address (Street Address, Suite #) 2700 PLEASANT VALLEY ROAD		City MOBILE	State AL	Zip Code 36606	
Mailing Address (Street Address, Suite #, PO Box)		City	State AL	Zip Code	
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name SULAIMAN AL QUBLANI	Title OWNER	POA NO	Phone	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name BROTHER MART INC			Trade Name (DBA) BROTHER MART		
ABC License Type 050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)		License Number	Any ABC Pending Actions NO		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name VALLEY EXPRESS MART LLC			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 2700 PLEASANT VALLEY ROAD			City MOBILE	State AL	Zip Code 36606
Bldg Square Footage 2,500	Bldg Seating Capacity 0	Restaurant Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials SH

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
QUBLANI, SULAIMAN AL		OWNER			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
			AL	36784	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
	YEMEN				
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
YES	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
	MARIJUNANA POSSESSION	CLARK COUNTY SHERIFF	08/30/2015	NOLLE PROSSE	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
	S&K QUBLANI CORP	S&K MINI MART	3811 BROAD STREET PINEHILL 36769		
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
N/A					
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle)		Title	Date of Birth	Driver's License (State, Number)	
N/A					
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined?					
NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked?					
NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed?					
YES					

ABC Application 2

Applicant/POA Initials SU

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

54

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

54

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

54

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

54

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

54

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

54

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

54

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

SULAIMAN ALQYBLANI

9-5-24

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature]

owner

Sworn to and subscribed before me this **5th** day of **September** 20 **24**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025

Signature Page



City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertng requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

S AND G SPEED MART INC

dba

S AND G FOOD MART

has made application to the City Council of the City of Mobile for a

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

for the premises located at

2700 PLEASANT VALLEY ROAD

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

September 17, 2024 for application number **2024 - 5685**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

September 5, 2024



S AND G SPEED MART
2700 PLEASANT VALLEY ROAD
MOBILE, AL 36606 USA
ACCOUNT NUMBER: 129942

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1868997	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

09/05/2024 01:34PM NICKOL H.
042320-0003

BUSINESS LICENSE

S AND G SPEED MART INC
129942

2024 Item: 1868997

ALCOHOL APPLICATION
FEE

\$50.00

\$50.00

Subtotal \$50.00
TP CC FEE \$2.50
Total \$52.50

REVENUE CC \$52.50
Visa *****2890
Ref=84bfbb11-d7b8-4d10-8bb9-e262077d0afc
Auth=079061

Change due \$0.00

Paid by: QUBLANIE/SULAIMAN



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20240712101115305



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
BROTHER MART INC
Address: 2700 PLEASANT VALLEY ROAD
MOBILE, AL 36606
Telephone:

NEW APPLICANT:
S AND G SPEED MART INC
Address:
Telephone:

Current License No: 050-011742749
070-011742749

LICENSED PREMISES ADDRESS: 2700 PLEASANT VALLEY RD MOBILE, AL 36606

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 7th day of 12, 2024.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Su
Print Name: SULAIMAN ACQUBLEAN
Title: OWNER

SULAIMAN ACQUBLEAN
Print Name:
Title: OWNER

WITNESS: (By ABC Enforcement) _____
Revised 9/08



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240712101115305

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:

Trade Name: **S AND G SPEED MART**

Filing Fee:

Applicant: **S AND G SPEED MART INC**

Transfer Fee: \$100.00

Location Address: 2700 PLEASANT VALLEY RD MOBILE, AL 36606

Mailing Address:

County: MOBILE Tobacco sales: YES

Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: CORPORATION

Book, Page, or Document info: 001-138-826

Do you sell Draft Beer?:

Date Incorporated: 05/31/2024 State incorporated: AL

County Incorporated: MOBILE

Date of Authority: 05/31/2024

Federal Tax ID:

Alabama State Sales Tax ID:

Name:	Title:	Date and Place of Birth:	Residence Address:
SULAIMAN ALQUBLANI	PRESIDENT	YEMEN	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: SULAIMAN AL QUBLANI

Home Phone: :

Business Phone: 205-534-2971

Cell Phone: :

Fax:

E-mail: :

PREVIOUS LICENSE INFORMATION:

Trade Name: BROTHER MART

Applicant: BROTHER MART INC

Previous License Number(s)

License 1: 050-011742749

License 2: 070-011742749



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240712101115305

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: VALEY EXPRESS MART LLC
What is lessors primary business? CONVENIENCE STORE
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2500 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
SULAIMAN AL QUBLANI	MARIJUANA POSSESSION 8-30-2015	CLARK COUNTY SHERIFF DEPARTMENT	NOLLE PROSSE



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240712101115305

Initial each

54
54

In reference to law violations, I attest to the truthfulness of the responses given within the application.

54

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

54

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

XX

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

XX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

54

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

54

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

54

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

54

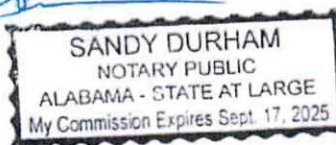
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): SULAIMAN ALQUBLANI

Signature of Applicant: [Signature]

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240712101115305

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?:

CONVENIENCE STORE

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

Opening a convenience store _____;
the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 1 _____ Par Value _____
(optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

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Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☒ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

*County of Registered Agent is requested in order to determine distribution of County filing fees.

5 / 31 / 2024

Date (MM/DD/YYYY)

Sulaiman Al Qublani

Signature as required by 10A-2A-1.20

President

Title

Additional Details

Incorporators

Incorporator	Street Address	Mailing Address
Sulaiman Al Qublani		

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

S&G Speed Mart Inc

This name reservation is for the exclusive use of Sulaiman Al Qublnai, 137 Milner
Ave, Thomasville, AL 36784 for a period of one year beginning May 31, 2024 and
expiring May 31, 2025



RES159859

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

May 31, 2024

Date

A handwritten signature of Wes Allen in black ink.

Wes Allen

Secretary of State

Date of this notice: 05-31-2024

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 A

S&G SPEED MART INC

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you
This EIN will identify you, your business accounts, tax returns, and
documents, even if you have no employees. Please keep this notice in your permanent
records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when
another person has stolen their identity and are opening a business using their information.
If you did not apply for this EIN, please contact us at the phone number or address listed
on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence,
it is very important that you use your EIN and complete name and address exactly as shown
above. Any variation may cause a delay in processing, result in incorrect information in
your account, or even cause you to be assigned more than one EIN. If the information is
not correct as shown above, please make the correction using the attached tear-off stub
and return it to us.

Based on the information received from you or your representative, you must file
the following forms by the dates shown.

Form 940	01/31/2025
Form 944	01/31/2025
Form 1120	04/15/2025

If you have questions about the forms or the due dates shown, you can call us at
the phone number or write to us at the address shown at the top of this notice. If you
need help in determining your annual accounting period (tax year), see Publication 538,
Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, etc.) based on
information obtained from you or your representative. It is not a legal determination
of your tax classification, and is not binding on the IRS. If you want a legal
determination of your tax classification, you may request a private letter ruling
from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or
superseding Revenue Procedure for the year at issue). Note: Certain tax classification
elections can be requested by filing Form 8832, *Entity Classification Election*.
See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation,
an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation,
must be made within certain timeframes and the corporation must meet certain tests.
All of this information is included in the instructions for Form 2553, *Election by
a Small Business Corporation*.

2024



SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

S&G SPEED MART INC
2700 PLEASANT VALLEY RD
MOBILE, AL 36606-2115

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012193603	06/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION



LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - connect the Map & Plat Record located at Mobile County Revenue 251.574.05151 or this should be included on your deed and/or lease paperwork

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by SF Or Speed Mart Inc

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 27th day of August 2024

Notary Printed Name <u>Jacqueline Ivy Armstrong</u>	Notary Signature <u>Jacqueline Ivy Armstrong</u>	My (Notary) Commission Expires <u>9/9/2024</u>
--	---	---

Notary State

Owner of Property (Print Name)

Applicant Name (Print Name)

Snehal Patel

SULAIMAN ALQUBLANI

Owner of Property (Signature)

Applicant Name (Signature)

[Signature]

[Signature]

Street Address

Street Address

City, State, Zip

City, State, Zip

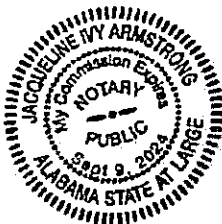
Date Agreement Signed

Date Agreement Signed

8/22/24

8-22-24

(Application Property Ownership)



My Place

City of Mobile Home | GIS Data

Information for Address: 2700 Pleasant Valley Rd

[Search for New Address](#)

Parcel Owner / Mailing Address:

Valley Express Mart LLC
12750 Jenkins Pit Rd
Spanish Fort, AL 36527

Parcel Information:

Parcel: R022909510003006.000 / 885493

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

Address is not within a Historic District

PLS Section:

4S1W30

Census Tract:

002100

Zipcode:

36606

--- Public Services ---

Garbage Pickup:

(Friday West / Route D)

Trash Pickup:

(Tuesday South / 7-TD-1)

Fire District:

(Fire Station 23 Sirmon)

Police Precinct/Beat:

(Precinct 1 Beat 11)

--- Political ---

City Council District:

District: (5)

Joel Daves - (251) 208-7441

County Commissioner District:

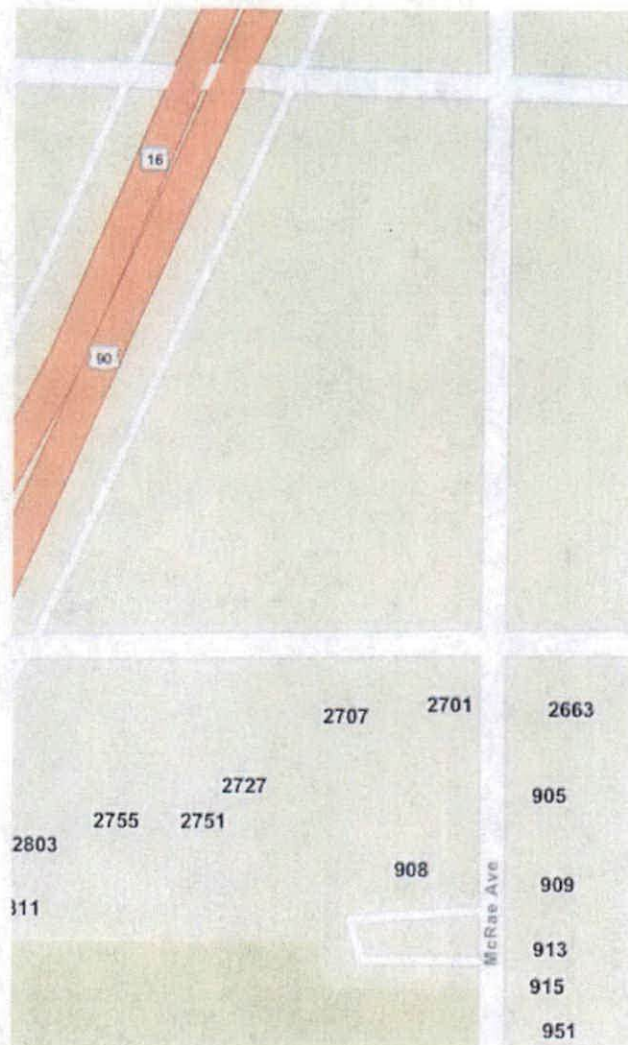
District: (1)

State House District:

District: (103)

State Senate District:

District: (33)



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

[Application Support](#)

Copyright: City of Mobile
2024

Mobile County Property Search

Key Number: 885493 For Year 2024

Property Details

Account

Key Number: 885493

Legal Description: BEG INT OF N/L PLEASANT VALLEY RD & W/L OF MCRAE AVE 150 FT TO PT TH W & PAR WITH N/L OF PLEASANT VALLEY RD 100 FT TO PT TH S & PAR WITH W/L OF MCRAE AVE 150 FT TO PT ON N/L OF PLEASANT VALLEY RD TH E ALG N/L OF PLEASANT VALLEY RD 100 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 003

Parcel Number: 2909510003006XXX

Type: Real

Property Class: 2

Location

Address: 2700 PLEASANT VALLEY RD MOBILE, AL 36606

Owner

Name: VALLEY EXPRESS MART LLC

Mailing Address: 12750 JENKINS PIT RD

SPANISH FORT , AL 36527-5925

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value: \$111,100

Land Value: \$65,000

Appraised Value: \$176,100

Taxable Value: \$176,100

Assessed Value: \$35,220

VALUES DISPLAYED ARE 2024 VALUES..

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

S AND G SPEED MART INC

Trade Name (DBA)

S AND G FOOD MART

Location Address

2700 PLEASANT VALLEY ROAD

Application Number

2024 - 5685

Notice Post Date @ Location

09/05/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

September 17, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

Commercial Lease

.....

This lease is made between Valley Express Mart LLC of 2700 pleasant valley rd Mobile AL, 36606, herein called Lessor, and S&G Speed Mart Inc., guarantor Sulaiman AL Qublani of 137 milner Ave W, Thomasville, AL 36784 herein called Lessee. Lessee hereby offers to lease from Lessor the premises situated at 2700 pleasant valley rd Mobile AL, 36606, county of Mobile, state of Alabama, described as upon the following TERMS and CONDITIONS:

1. **Term and Rent.** Lessor demises the above premises for a term of years below, commencing June 1, 2024 and terminating on December 31, 2037, or sooner as provided herein at the rental rate of

Year	Rent monthly
June 2024- June 2027	\$5000 + insurance + property taxes
June 2028- June 2032	\$5500+ insurance + property taxes
June 2033- DEC 2037	\$6050+ insurance + property taxes

payable in equal installments in advance on the first five day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, by ACH (electronic funds-transfer). If rent payment received after every fifth day of the every month it will carry 10% late payment fee.

2. **Use.** Lessee shall use and occupy the premises for convenient store. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not use the premises for storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device. Lessee shall not conduct any illegal activists on premises that are defined by city, county, and state law.
3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises such as sidewalks, driveways, lawns and shrubbery, and specific items identified on the attached Exhibit A.
4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, or improvements, in, to or about the premises.
5. **Ordinances and statutes.** Lessee shall comply with all statutes, ordinance and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the

premises, occasioned by or affecting the use thereof by lessee. Lessee is responsible for and shall provide documentation of taxes paid-in full to city, county, and state sales taxes per month.

6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
7. **Utilities.** All applications and connections of necessary utilities services on the demised premises shall be made in the name of lessee only and lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, telephone, and internet services. Lessee shall not use any equipment or devices that utilize excessive electrical energy or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.
8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at anytime within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To let" or "For lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
9. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage cause thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered.
10. **Indemnification or Lessor.** To the extent of the law, Lessor shall not be liable for any damage or injury to lessee, or any other person, or to any property, occurring on the demised premises or any part thereof. Lessee agrees to indemnify and hold Lessor harmless from any claim for damages which arise in connection with any such occurrence. Said indemnification shall include indemnity from any costs or fee which Lessor may incur in defending said claim.
11. **Insurance.** Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows.

Lessee shall provide Lessor with Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

If the leased premises or any other part of the building is damaged by the fire or other causality resulting from any act of negligence of Lessee or any of Lessee's agents, employee or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

12. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease

shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. **Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repair can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repair shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate the lease.
14. **Lessor's Remedies on Default.** If lessee defaults in the payment on rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such defaults within five (5) days, after that giving such notice (or if such other default is of such nature that it cannot be completely cured within such five (5) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease in not less than ten (10) days notice to lessee. On the date specified in such notice the term of the lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
15. **Security Deposit.** Lessee shall deposit with Lessor on the signing of this lease the sum of five thousand hundred dollars (\$5000) as security for the performance of Lessee's obligations under this lease, including without the surrender of the possession of the premises to lessor as herein provided. If Lessor applies any part of the deposit to cure any default of lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have full deposit on hand at all times during the term of this lease.
16. **Sales tax for the city, county and state** should be paid in full every month. Penalty for the non payment will be sum of taxes owed and twenty five percent interests per month. Lessee is required to transfer ABC liquor license under any circumstances to the new operator(s) in case of default and obligations to the lease agreement. It is also agreed that lessee is to pay twenty five thousand pay per month penalty until it is remedied.
17. **Property Taxes.** It is lessee responsibility to pay property taxes per annum. In the event there is any increase during any year of the term of this lease in the city, county or state real estate taxes over and above the amount of such taxes assessed of the tax year during which the term of this lease commences,

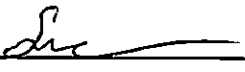
whether because of increased valuation, Lessee shall pay Lessor upon presentation of paid tax bills an amount hundred percent (100%) of the increase in taxes upon the land and building in which the lease premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of lessee shall be proportionate to the portion of the lease term included in such year.

18. **Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may rise out of possession of the premises, by either party the prevailing party shall be entitled to all cost incurred in connection with such action, including a reasonable attorney's fee.
19. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be waiver.
20. **Notice.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.
21. **Heirs, Assigns, Successors.** This lease is binding upon and inures to benefit of the heirs, assigns and successors in interest to the parties.
22. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against property.
23. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following exhibits, if any, have been made a part of this lease before the parties execution hereof:

By: 
Name: Valley Express Mart LLC

Snehal Patel (member)

Date: 6/1/24

By: 
Name: Sulaiman AL Qubiani (Tenanat)

Social security # 423-59-2524

DBA: S&G Speed Mart Inc.

Date:

EXHIBIT A

TENANT'S MAINTENANCE OBLIGATIONS

- a. **Glass work**
Replace all window and door glass, whenever scratched, cracked or broken from whatever cause.
Included bullet-resistance glass or plastic.
- b. **Heating/Air Conditioning**
Provide annual written verification of seasonal inspection and service for heating and A/C systems. All maintenance and replacement of AC unit be responsibility of the tenant.
Upon AC unit failure it is lessee's responsibilities to replace with new working unit.
- c. **Plumbing**
 - i. Clear clogged toilets, sinks, building drain sewer lines and grease trap.
 - ii. Maintain all flush mechanisms and faucets
 - iii. Drain waterline to prevent freezing
- d. **C-store/ food mart related equipments:**
 - i. Maintain landlord owned ruby cash register and supporting sapphire, credit card equipment, video surveillance equipments, ice machine, and gondolas and cooler /freezers.
 - ii. Maintain building locks and door closers.
 - iii. Provide pest control measures
- e. **ATM services and Air machine on the premises are only to be provided by landlord and no competing financial services are allowed on the premises being leased.**

Notary

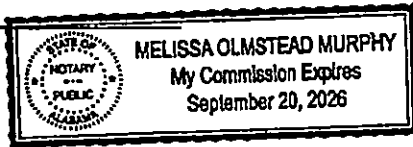
(State of Alabama, county of Baldwin)

I, the undersigned, a Notary Public in and for said State and county, hereby certify that Speed Mart Inc
S86, whose name as Sulamain Al Aublain of AL, is signed to the foregoing transaction and who is known to me, acknowledged before me on this day that, being informed of the contents of the transaction, (s)he, as such and with full authority, executed the same voluntarily for and as the act of said on the day same bears date.

Given under my hand and official notarial seal on this the 7 day of June, 2024

NOTARY PUBLIC:

MY COMMISSION EXPIRES:



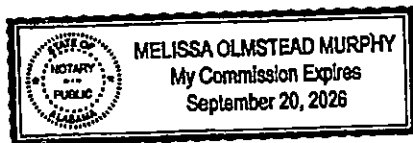
(State of Alabama, county of Baldwin)

I, the undersigned, a Notary Public in and for said State and county, hereby certify that Valley Express
LLC, whose name as Snehal Patel of AL, is signed to the foregoing transaction and who is known to me, acknowledged before me on this day that, being informed of the contents of the transaction, (s)he, as such and with full authority, executed the same voluntarily for and as the act of said on the day same bears date.

Given under my hand and official notarial seal on this the 7 day of June, 2024

NOTARY PUBLIC:

MY COMMISSION EXPIRES:



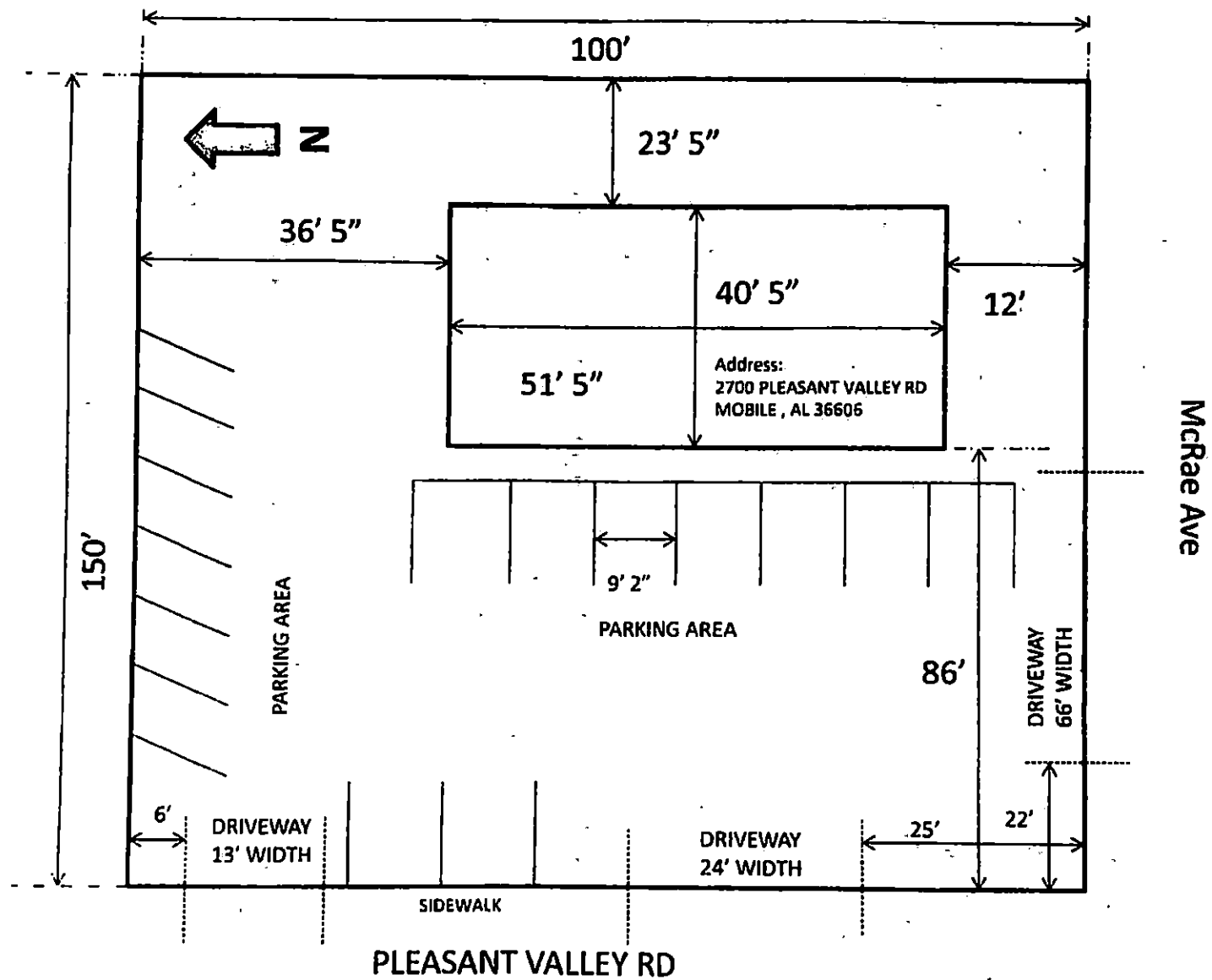


CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

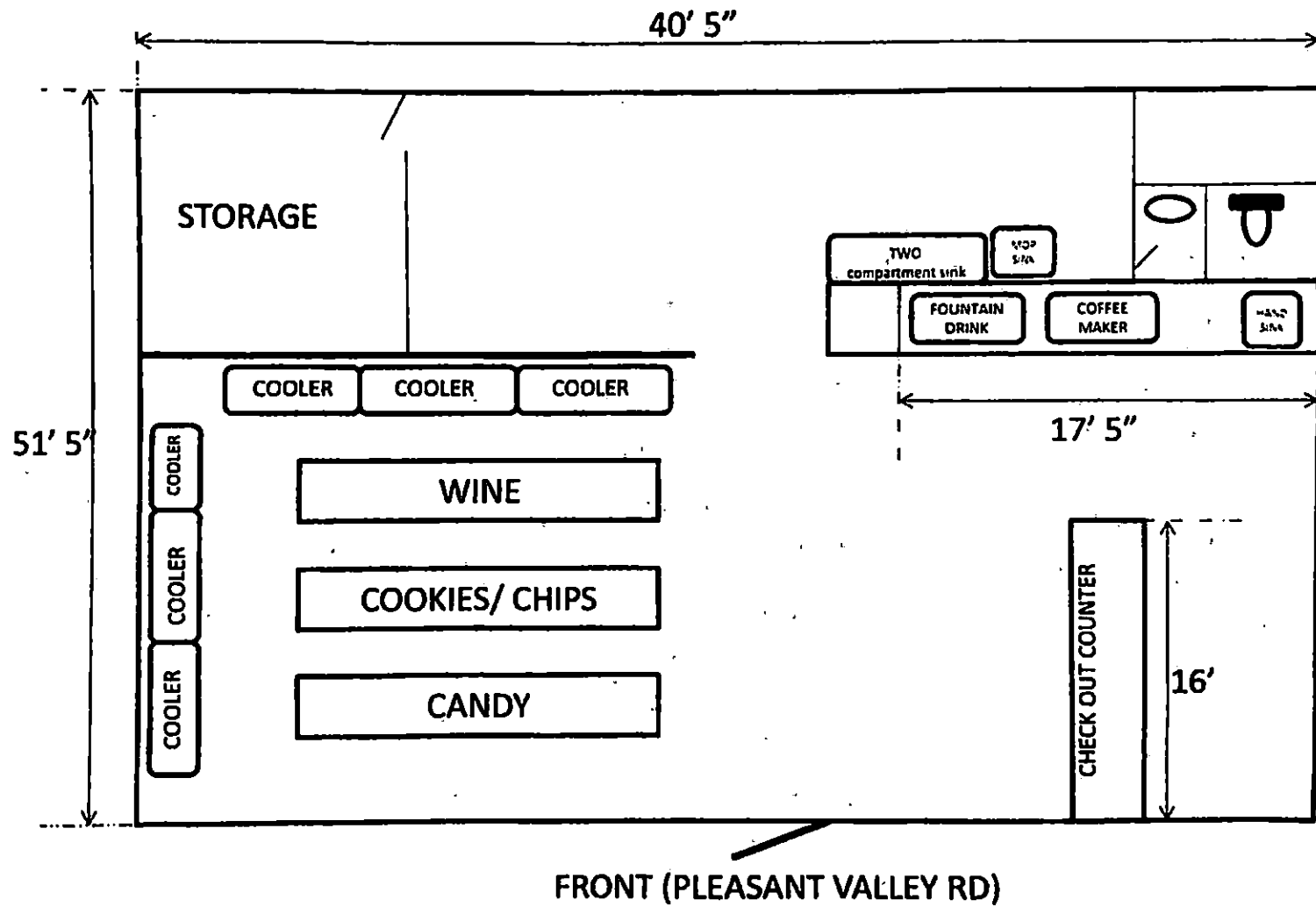
PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☒ Corporation		Application Type ☐ New Business ☒ New Owner ☐ Location Change		Transfer - License? ☐ No ☒ Yes Relocation Date		Description/Type ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☒ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name S AND G SPEED MART INC				Trade Name (DBA) S AND G SPEED MART			
Company Physical Address (Street Address, Suite #) 2700 PLEASANT VALLEY ROAD				City MOBILE	State AL	Zip Code 36606	
Business Contact Person Information							
Name SULAIMAN AL QUBLANI		Title OWNER		Phone 		Email I	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 2,500	Parking Provided 15	Parking Required 9	Compliance Yes		Zoning B-2	Approved Yes	
Comments 							
Print Name Payton Rogers		Signature 		Digitally signed by Payton W. Rogers Location: Mobile, AL Contact Info: 251-208-5895 Date: 2024.09.06 09:56:44-05'00'		Date 9/6/2024	



VALLEY EXPRESS LAYOUT





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-140991-2024

Issue Date: 09/06/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022909510003006.	2700 Pleasant Valley Rd	

Business Name	Issued To	Zoning Districts
S AND G SPEED MART INC	Name: Sulaiman Al Qubiani Company: Address: 2700 Pleasant Valley Rd MOBILE, AL 36606 Phone: (205) 534-2971	B-2

This Zoning Classification Allows the property to be used for:

CONVENIENCE STORE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Payton Rogers

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5092

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP SULLIVAN PARK - STRUCTURAL RETAINING WALL AND GRADING IMPROVEMENTS

CAPITAL PROJECT #: C0818 (20002000-48010)

CONTRACT AMOUNT: \$139,230.00 DATE OF
RECEIPT: 9/11/2024

ARCHITECTURAL ENGINEERING PROJECT #: PR-020-22

PROJECT DESCRIPTION: THE WORK CONSIST OF IMPROVEMENTS TO THE EXISTING RETAINING WALL.

VENDOR NAME: J. PAYNE ORGANIZATION LLC

VENDOR
NUMBER: 294936

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)*

Construction**

ROW (Acquisitions)

Performance-Contributed

Contractual

Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special

rate _____

****Unit Price Contracts are estimates per F. Kessler - do not require Change Orders***

*****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant I

Date: 09/05/2024

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: J. Payne Organization LLC

Project Name: CIP Sullivan Park - Structural Retaining Wall And Grading Improvements

Project Number: PR-020-22

Amount: \$139,230.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP SULLIVAN PARK - STRUCTURAL RETAINING WALL AND GRADING IMPROVEMENTS

CAPITAL PROJECT #: C0818 (20002000-48010)

CONTRACT AMOUNT: \$139,230.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-020-22

PROJECT DESCRIPTION: THE WORK CONSIST OF IMPROVEMENTS TO THE EXISTING RETAINING WALL.

VENDOR NAME: J. PAYNE ORGANIZATION LLC

VENDOR NUMBER: 294936

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% X or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant I Date: 09/05/2024



09.04.2024

Dear Council Members:

Attached to this memo is an agreement between the JPAYNE ORGANIZATION and the City of Mobile, for the project titled "CIP Sullivan Park - Structural Retaining Wall Replacement" in the amount of \$139,230.00.

We look forward to continued communication on this important project. Please call me at 2512087812 or email me at roger.washington@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Washington, Jr, Roger

Architectural Engineer
Architectural Engineering
2512087812

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2022
District:	

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

JPayne Organization LLC
2655 Airport Blvd
Mobile, AL 36606

City of Mobile Business License Number: 79742
Secretary of State Registration Number: 000-429-657

for the following Project:
(Name, location and detailed description)

Sullivan Park - Structural Retaining Wall and Grading Improvements
351 N. Catherine Street
Mobile, Alabama 36603
PR-020-22

The Engineer:
(Name, legal status, address and other information)

Barter & Associates, Inc.
1614 Government St.
Mobile, AL 36604-1102

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

☒ A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

☒ Not later than One Hundred Twenty (120) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)

(Paragraph deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be One Hundred Thirty Nine Two Hundred Thirty and 00/100 Dollars (\$139,230.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$138,230.00
Contingency Allowance:	\$1,000.00
Total Bid:	\$139,230.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: One Thousand and 00/100 Dollars (\$1,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
1. Provide and install all materials necessary for One (1) Linear Foot of Concrete Retaining Wall.	Cubic Yard	\$650.00
2. Provide and install all materials necessary for One (1) Linear Foot of Concrete Retaining Wall.	Linear Foot	\$1350.00
3. Provide and install all materials necessary for One (1) 6' section of chain-link fence.	Each	\$230.00

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (Contractor) has completed the contract for Sullivan Park Structural Wall Repair and Grading Improvements - Project Number: PR-020-22, Mobile, Alabama. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

(Paragraph deleted)

☒ Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Director, REAM
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Joseph Payne
JPayne Organization LLC
2655 Airport Blvd
Mobile, AL 36606
251-471-0001
J.Payne@live.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of

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User Notes:

Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury and Property Damage \$1,000,000 combined single limit
- .4 Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. Explosion and Collapse Hazard:
Included or ☒ Not Applicable.
 - I. Underground Hazard:
Included or ☒ Not Applicable.
- .5 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property damage \$1,000,000 each occurrence; or,
 - C. Bodily Injury and Property damage \$1,000,000 combined single limit

- .6 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .7 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .8 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .9 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .10 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection

with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:

Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

.3 Drawings

Number	Title	Date
S0.0	GENERAL NOTES	09/01/2023
C-1	SULLIVAN PARK – EXISTING SITE AND REMOVAL PLAN	09/01/2023
C-2	SULLIVAN PARK – GRADING AND DRAINAGE PLAN	09/01/2023
C-3	SULLIVAN PARK – EROSION CONTROL PLAN	09/01/2023
S1.0	SULLIVAN PARK – RETAINING WALL	09/01/2023
C-7	CONSTRUCTION NOTES AND DETAILS	09/01/2023

.4 Specifications

Section	Title	Date
Section 01010	Summary of Work	02/22/2024
Section 01011	Multiple Contracts and Occupied Areas	02/22/2024
Section 01210	Allowances	02/22/2024
Section 01220	Unit Prices	02/22/2024
Section 01230	Alternative Bid Items	02/22/2024
Section 01310	Project Management & Co-ordination	02/22/2024
Section 01320	Construction Progress Documentation	02/22/2024
Section 01330	Submittal Procedures	02/22/2024
Section 01635	Substitution Procedures	02/22/2024
Section 01700	Execution Requirements	02/22/2024
Section 01731	Cutting and Patching	02/22/2024
Section 01770	Close out Procedures	02/22/2024
Section 017839	Project Record Documents	02/22/2024

Section 017823	Operation and Maintenance Data	02/22/2024
Section 023100	Clearing, Grubbing, and Demolition	09/01/2023
Section 022100	Site Grading	09/01/2023
Section 022600	Soil Compaction Control	09/01/2023
Section 026100	Asphalt Paving	09/01/2023
Section 026200	Concrete Paving, Curbs, and Walks	09/01/2023
Section 027000	Storm Drainage System	09/01/2023
Section 028000	Topsoil, Ground Preparation, and Turfing	09/01/2023
Section 032000	Concrete Reinforcing	09/01/2023
Section 033000	Cast in Place Concrete	09/01/2023
Section 042200	Concrete Unit Masonry	09/01/2023

.5 Addenda, if any:

Number	Date
Addendum 1	March 20, 2024
Addendum 2	March 20, 2024

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

§ 9.2

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond

Section 00700

E-Verify Documentation (Sample)
Application and Certificate for Payment-AIA Document G702and G703
with DBE Utilization Report
Certificate of Substantial Completion-AIA Document G704
Contractor's Affidavit of Payment of Debts and Claims-
AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification W9 Tax
Form and City of Mobile Vendor Information Form
General Conditions of the Contract for Construction-
AIA Document A201

§ 9.2.2 Best Management Practices (BMPs):

The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible

therefore.

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User Notes:

This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract:
Contractor: JPayne Organization LLC

OWNER (Signature)



CONTRACTOR (By Signature)

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Joseph Payne
(Printed name and title)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Joseph Payne as Owner of JPayne Organization LLC. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 26 day of August, 2024.



NOTARY PUBLIC

My Commission Expires: 11-30-2027

Init.

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User Notes:

(1364021581)

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EXHIBIT A
SCOPE OF WORK

**SULLIVAN PARK - STRUCTURAL RETAINING WALL
AND GRADING IMPROVEMENTS**

Project #PR-020-22

The work of this contract consists of improvements to an existing retaining wall.

END OF SCOPE OF WORK



August 23, 2024

Obligee Name: City of Mobile

Obligee Address: P.O. Box 1827, Mobile, AL 36633

Subject: Authority to Date Bonds and Powers of Attorney

Principal: JPayne Organization, Inc.

Bond No.: 1001200124

Project: Sullivan Park - Structural Retaining Wall and Grading Improvements, 351 N.

Catherine Street, Mobile AL 36603 - PR-020-22

Dear Sir or Madam,

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement, but not earlier than the date of this letter.

Once dated, please send a copy of the ***dated*** bond to our office:

Brad Quiri

CCI Surety, Inc.

1408 N. Westshore Blvd, Suite #120

Tampa, FL 33607

Best Regards,

Brad Quiri, Attorney-in-Fact

Southwest Regional Office
10851 N. Black Canyon Hwy
Suite 640
Phoenix, AZ 85029
Phone 602-396-7533
Fax 602-396-7622
Toll Free 1-888-616-0857

Home Office
1710 N. Douglas Dr.
Suite 110
Golden Valley, MN 55422
Phone 763-543-6993
Fax 763-512-0430
Toll Free 1-866-317-3294

Southeast Regional Office
1408 N. Westshore Blvd.
Suite 120
Tampa, FL 33607
Phone 813-443-2174
Fax 813-443-2176
Toll Free 1-877-320-6947

Web: www.cciurety.com





AIA[®]

Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

JPayne Organization, Inc.
2655 Airport Blvd
Mobile, AL 36606

SURETY:

(Name, legal status and principal place
of business)

American Contractors Indemnity Company
801 S. Figueroa St, Suite 700
Los Angeles, CA 90017

OWNER:

(Name, legal status and address)

City of Mobile
P.O. Box 1827
Mobile, AL 36633

Bond Number: 1001200124

This document has important legal
consequences. Consultation with an
attorney is encouraged with respect
to its completion or modification.

Any singular reference to
Contractor, Surety, Owner or other
party shall be considered plural
where applicable.

AIA Document A312-2010 combines
two separate bonds, a Performance
Bond and a Payment Bond, into one
form. This is not a single combined
Performance and Payment Bond

CONSTRUCTION CONTRACT:

Date:

Amount: \$139,230.00 One Hundred Thirty Nine Thousand, Two Hundred Thirty and 00/100 Dollars

Description:

(Name and location)

Sullivan Park - Structural Retaining Wall and Grading Improvements, 351 N. Catherine Street, Mobile AL 36603 - PR-020-22

BOND:

Date:

(Not earlier than Construction Contract Date)

Amount: \$139,230.00 One Hundred Thirty Nine Thousand, Two Hundred Thirty and 00/100 Dollars

Modifications to this Bond: ☐ None ☒ See Section 16

CONTRACTOR AS PRINCIPAL

Company: JPayne Organization, Inc. (Corporate Seal)

Signature: _____

Name Joseph Payne
and Title: Managing Member

SURETY

Company: American Contractors Indemnity Company (Corporate Seal)

Signature: _____

Name
and Title: Bradford J. Quiri, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER: CCI Surety, Inc.

1710 N Douglas Dr, Ste 110 (Architect. Engineer or other party:)
Golden Valley, MN 55422

OWNER'S REPRESENTATIVE:

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors,

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default;

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

§ 10 Is hereby modified as follows. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related Subcontracts, purchase orders and other obligations. Notwithstanding the terms of the Construction Contract, the sum of the bond stated herein shall not increase without prior written consent of the Surety.

** All obligations of the Surety shall be discharged and released at the end of one year from project acceptance by owner or architect.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature: 

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

 AIA® Document A312™ - 2010

Bond Number: 1001200124

Payment Bond

CONTRACTOR:

(Name, legal status and address)

JPayne Organization, Inc.
2655 Airport Blvd
Mobile, AL 36606

SURETY:

(Name, legal status and principal place
of business)

American Contractors Indemnity Company
801 S. Figueroa St, Suite 700
Los Angeles, CA 90017

This document has important
legal consequences. Consultation
with an attorney is encouraged
with respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

AIA Document A312-2010
combines two separate bonds, a
Performance Bond and a
Payment Bond, into one form.
This is not a single combined
Performance and Payment Bond

OWNER:

(Name, legal status and address)

City of Mobile
P.O. Box 1827
Mobile, AL 36633

CONSTRUCTION CONTRACT:

Date:

Amount: \$139,230.00 One Hundred Thirty Nine Thousand, Two Hundred Thirty and 00/100 Dollars

Description:

(Name and location)

Sullivan Park - Structural Retaining Wall and Grading Improvements, 351 N. Catherine Street, Mobile AL 36603 - PR-020-22

BOND

Date: 8/23/2024

(Not earlier than Construction Contract Date)

Amount: \$139,230.00 One Hundred Thirty Nine Thousand, Two Hundred Thirty and 00/100 Dollars

Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL

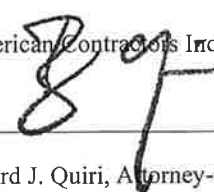
Company: JPayne Organization, Inc. (Corporate Seal)

SURETY

Company: American Contractors Indemnity Company (Corporate Seal)

Signature: 

Name Joseph Payne
and Title: Managing Member

Signature: 

Name
and Title: Bradford J. Quiri, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER: CCI Surety, Inc.

OWNER'S REPRESENTATIVE:

1710 N Douglas Dr., Ste 110 (Architect, Engineer or other party:)
Golden Valley, MN 55422

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the Jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor,

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

§ 11 Is hereby modified as follows. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related Subcontracts, purchase orders and other obligations. Notwithstanding the terms of the Construction Contract, the sum of the bond stated herein shall not increase without prior written consent of the Surety.

** All obligations of the Surety shall be discharged and released at the end of one year from project acceptance by owner or architect.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature: 

Signature: _____

Name and Title:

Name and Title:

Address:

Address:



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima, William Gerber,
Bradford J. Quiri, Amanda M. Quigley, or Andrea Haight of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** Five Million and 00/100 ***** Dollars (**\$5,000,000.00**). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: _____

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of _____

Corporate Seals

Bond No. 1001200124

Agency No. 19903 - PDF POA



Kio Lo, Assistant Secretary



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "**DBEs**": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "**Good Faith**" **Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Section I. Information about your company

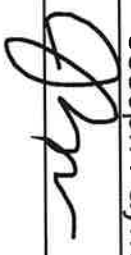
FORM 1: Background and Plan

Company	JPAYNE ORGANIZATION
Address	2655 AIRPORT BLVD MOBILE AL 36606
Telephone	251-471-0001
E-Mail	J.Payne@live.com

RFP/RFQ Solicitation Number	PR 020 22
Project Description	Sullivan Park Structural Wall
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male <u>4</u> Female <u>1</u> Minority <u>4</u> Non-minority <u>1</u> SDVO <u> </u>
Total #of Employees	<u>5</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joseph Payne

Signature:  Date: 3/27/24

Title: Owner

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Joseph Payne Title: Owner

Email: J.Payne@live.com Phone: 251-471-0001



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

Please Print Company JPayne Organization or Bid/Proposal Amount \$ 148,200 Date: _____

3/27/24 / _____ Description Sullivan Park Structural Wall

Name of Bidder/Proposer: JPayne Organization

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: JPayne Organization

Contact Person: Joseph Payne Phone 251-471-0001 Email J.Payne@live.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	X	
X		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
X		
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.
	X	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	X	

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs. _____



JPayne Organizations, LLC	
Entity ID Number	000-429-657
Entity Type	Domestic Limited Liability Company
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/26/2009
Registered Agent Name	PAYNE, JOSEPH
Registered Office Street Address	5253 HWY 90 B MOBILE, AL 36619
Registered Office Mailing Address	Not Provided
Nature of Business	ACQUIRE/OWN/LEASE/MANAGE/RENT REAL PROPERTY
Members	
Member Name	PAYNE, JOSEPH
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Report Year	2010 2011 2012 2015 2016 2017 2018 2019 2020 2021 2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/26/2009 Certificate of Formation 2 pgs.

New Search



Company ID Number: 468942
Client Company ID Number: 685566

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer jpayne organization

Joseph Payne
Name (Please Type or Print)

Signature

Owner

Title

6/26/13

Date

E-Verify Employer Agent Alabama Department of Homeland Security

Donyelle Marshall

Name (Please Type or Print)

Title

Electronically Signed

Signature

06/26/2013

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

Company Name: jpayne organization

Company ID Number: 468942
Client Company ID Number: 685566

Company Facility Address: 2655 airport blvd

mobile, AL 36606

County or Parish: MOBILE

Employer Identification
Number: 202394360

North American Industry
Classification Systems
Code: 813

Administrator: Joseph Payne

Number of Employees: 1 to 4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BEL W. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  STATE FARM INSURANCE STEVE HOLLEY, AGENT 7221 GRELOT RD STE A MOBILE AL 36695	CONTACT NAME: ASHLEY BUTLER PHONE (A/C, No, Ext): 2517767797 FAX (A/C, No): 2517767705 E-MAIL ADDRESS: ASHLEY.BUTLER.M1KU@STATEFARM.COM
INSURED JPAYNE ORGANIZATION, LLC JOSEPH PAYNE 2655 AIRPORT BLVD MOBILE AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: ☐ INSURER C: ☐ INSURER D: ☐ INSURER E: ☐ INSURER F: ☐

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	225 8175-E20-01C	05/20/2024	11/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE	Y	Y	01-BZ-M431-8	04/29/2024	04/29/2025 EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION F OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Mobile is included as an Additional Insured in respect to Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to Automobile Liability and Umbrella Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

Sullivan Park - Structural Retaining Wall and Grading Improvements/PR-020-22

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile PO BOX 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Advanced Insurance Resources, Inc. P. O. Box 9787 Mobile, AL 36691	CONTACT NAME: PHONE (A/C No. Ext): 251-660-0076 FAX (A/C No): 251-660-1594 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: CRC/Evanston Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED JPayne Organization, LLC 2655 AIRPORT BLVD MOBILE, AL 36606	NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ Contractual liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	X	X	Binder# 76470	09/04/24	09/04/25	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name:Sullivan Park - Structural Retaining Wall and Grading Improvements
Project Number: PR-020-22

City of Mobile is included as additional insured with respect to general liability this policy shall be primary and non contributory with waiver of subrogation ,included 30 day notice of cancellation for non renewal or material change shall apply (except 10 days for non payment)per the blanket additional insured endorsement per written contract

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
P O Box 1827
Mobile, Alabama 36633-1827

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard F Thompson Sr.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Millsaps Insurance Agency 519 Azalea Road Mobile, AL 36609	CONTACT NAME: Stacy P. Baria, CISR
	PHONE (A/C, No, Ext): (251)344-0427 FAX (A/C, No): (251)380-0002
	E-MAIL ADDRESS: stacy@millsapsinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Alabama Home Builders Self Insured Fund
	INSURER B: Safety National Casualty Corporation
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
Joseph Payne
DBA: JPayne Organizations, LLC
2655 Airport Blvd.
Mobile, AL 36606

COVERAGES

CERTIFICATE NUMBER: 00010690-698216

REVISION NUMBER: 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	37211	01/01/2024	12/31/2024	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Work Comp Excess			SP4067497	01/01/2024	12/31/2024	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sullivan Park - Structural Retaining Wall and Grading Improvements**PR-020-22**

By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a lawsuit against City of Mobile.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO Box 1827 Mobile, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE (SPB)



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5085

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: West Regional Library - Mechanical Improvements

CAPITAL PROJECT #: C0904 (20002000-42200)

CONTRACT AMOUNT: \$61,500.00 DATE OF RECEIPT: 9/5/2024

ARCHITECTURAL ENGINEERING PROJECT #: LI-014-24

PROJECT DESCRIPTION: Consultant will provide design for removal of both chillers and installation of new chillers, including any adjustments, regarding size, power, etc.

VENDOR NAME: Jaguar Consulting, LLC

VENDOR NUMBER: 298722

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM) _____

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ____ N X ; 5% of the 1st 50%
____ or

If different, indicate special
rate _____

****Unit Price Contracts are estimates per F. Kessler - do not require Change Orders***

*****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant I Date: 08/26/2024

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Jaguar Consulting, LLC

Project Name: West Regional Library - Mechanical Improvements

Project Number: LI-014-24

Amount: \$61,500.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: West Regional Library - Mechanical Improvements

CAPITAL PROJECT #: C0904 (20002000-42200)

CONTRACT AMOUNT: \$61,500.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: LI-014-24

PROJECT DESCRIPTION: Consultant will provide design for removal of both chillers and installation of new chillers, including any adjustments, regarding size, power, etc.

VENDOR NAME: Jaguar Consulting, LLC

VENDOR NUMBER: 298722

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y **N X** ; 5% of the 1st 50% or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant I Date: 08/26/2024



08.22.2024

Dear Council Members:

Attached to this memo is an agreement between the JAGUAR CONSULTING LLC and the City of Mobile, for the project titled "West Regional Library - Mechanical Improvements " in the amount of \$61,500.00.

We look forward to continued communication on this important project. Please call me at (251) 208-1083 or email me at jody.russell@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Russell, Jody

Architectural Engineer
Architectural Engineering
(251) 208-1083

Information on this project is follows:

Commitment Type:	Consultant
Department:	Architectural Engineering
Fiscal Year:	2024
District:	



**CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: Jaguar Consulting, LLC
8658 Capital Drive North
Mobile, AL 36695

City of Mobile Business License No.: 35251

Secretary of State Registration No.: 001-001-480

For the following Project: West Regional Library - Mechanical Improvements
5555 Grelot Road
Mobile, Alabama 36609

Project Number: LI-014-24

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT’S SERVICE

1.1.1 The Consultant’s services consist of those described herewith and as outlined in the Consultant’s Proposal for a sum not to exceed SIXTY-ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$61,500.00).

1.1.2 The Consultant’s services shall be as stated in the attached Fee Proposal dated August 19th, 2024.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her “Professional Seal”.

1.1.4 If Additional Services are required due to circumstances beyond the Consultant’s control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant’s notice shall include a description of the circumstances justifying the “Additional Services” and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name: Jaguar Consulting, LLC
Address: 8658 Capital Drive North
Phone Number: 251-455-9189
Email address: JaguarEngineers@yahoo.com
Name: Christina Marie, P.E.
License No: 35251

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within Thirty (30) calendar days from the date of the Written Notice to Proceed. Deliverables shall be Two (2) sets of original sealed Documents, along with Electronic Digital Form files for all documents, Word format documents and drawings, and other applicable documents.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION

The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

3.1.5 STANDARD OF PERFORMANCE

Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant after 100% construction documents and after construction administration.

4.1 INSURANCE

For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall be endorsed to name the City of Mobile as an additional insured*, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than:
Bodily Injury by Accident \$1,000,000 Each Accident
Bodily Injury by Disease \$1,000,000 Policy Limit
Bodily Injury by Disease \$1,000,000 Each Employee
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. \$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. \$2,000,000 Products/Completed Operations aggregate
3. \$1,000,000 Personal and Advertising Injury per person/organization
4. \$2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least \$2,000,000 per line of coverage.

E. Professional Liability Insurance

1. Projects \$0 - \$1,000,000 \$1,000,000/\$2,000,000 annual aggregate

F. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the Certificate of Insurance *(ACORD 101, Additional Remarks Schedule)*.

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. Additional Insureds

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to

include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile and a deductible not to exceed \$10,000, for which Consultant will remain solely responsible for, shall apply.

“Claims-made” policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant’s Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, dated August 19, 2024;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record; and
5. E-Verify Enrollment Documentation.

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

- A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.
- B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 NON-DISCRIMINATION

- A. Consultant shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

- B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

9.1 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

12.1 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

13.1 NON-AGENCY CLAUSE

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Consultant in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Consultant. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Consultant shall be wholly responsible, therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: **City of Mobile**

Legal Name of Party to Contract:

CONSULTANT: **Jaguar Consulting, LLC**

Signature

William S. Stimpson, Mayor

Printed Name and Title

Signature

Christina Marie, P.E., President

Printed Name and Title

(Corporate Seal if applicable)

ATTEST: **City of Mobile**

City Clerk

Consultant:

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Christina Marie as President of Jaguar Consulting, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this August day of 22, 2024.

Sharon Hunnicutt

NOTARY PUBLIC

My Commission Expires: July 14, 2025





August 19, 2024

Mr. Jody Russell
City of Mobile
Architectural Engineering Department
Mobile, AL 36602
(251)208-1083 office
(251)605-4921 cell

Re: Engineering Services Fee Proposal
West Regional Library – Mechanical Improvements
City of Mobile Project Number: LI-014-24

We propose to render Professional Engineering Services for the above referenced project. The owner of this project is The City of Mobile.

The project includes the replacement of (2) existing Chillers.

The City of Mobile total estimated budget for this project is approximately \$720,000.

The preliminary cost estimate for the work to be designed by Jaguar Consulting and Dell Consulting is \$713,678.00. Specifically, our design will include HVAC Chiller Replacement and electrical power systems to support the new HVAC work. No controls or support equipment not specifically listed are included in the design scope.

The specific extent of work includes:

1. HVAC
 - a. Replacement of (2) existing Chillers.
2. Electrical
 - a. Power to support replacement of (2) Chillers.
3. Construction Administration
 - a. Two site visits during construction period once Notice to Proceed is issued.

We propose to render services and make submittals listed below:

100% Construction Documents	\$49,200.00
Construction Administration	\$12,300.00

We propose a lump sum fee of \$61,500.00. Additional services, if authorized, will be charged at our hourly rates which are attached.



We request that you inform us of changes in the time of performance in writing. We will endeavor to accommodate any changes, but we reserve the right to negotiate with you additional compensation or time.

Jaguar Consulting will provide you with .pdf files of drawings and specifications for each submittal.

We are prepared to schedule this work immediately. If my understanding of the scope is correct and the fee is acceptable, please sign below and return.

Thank you for the opportunity to work with you on this project. If you have any questions, please do not hesitate to give me a call.

Sincerely:

Christina Marie, P.E.
PE 50660 - ECA 50377
Jaguar Consulting, LLC
JaguarEngineers@Yahoo.com

Approved by: _____
Date: _____



Effective Date: January 1, 2023

HOURLY RATES

<u>Classification</u>	<u>Rate/Hour</u>
Senior Principal/Partner	\$264
Principal/Partner	\$215
Registered Engineer (P.E.)	\$165
Senior Designer – Partner	\$155
Senior Designer	\$120
RCDD	\$132
Engineer (E.T.)	\$103
Engineering Designer	\$94
Drafting	\$81
Clerical	\$66

Reimbursable – Billed at cost plus 10%



COST ESTIMATE

West Mobile Regional Library
Mechanical Improvements
Monday, August 19, 2024
City of Mobile Project Number: LI-014-24

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
MECHANICAL - DIVISION 23				
Common Work Results				
Selective Demolition				
Water chiller	2	Ea.	\$15,160.00	\$30,320.00
Subtotal				\$30,320.00
HVAC Equipment				
Air-Cooled Chiller	2	Ea.	\$173,250.00	\$346,500.00
Labor	1	Lot	\$103,950.00	\$103,950.00
Subtotal				\$450,450.00
Mechanical Subtotal				\$480,770.00
ELECTRICAL - DIVISION 26				
ELECTRICAL DEMOLITION				
Disconnect and removal of existng power to (2) existing Chillers.	2	Ea.	\$3,000.00	\$6,000.00
Subtotal				\$6,000.00
ELECTRICAL RENOVATION				
Power to (2) new Chillers.	2	Ea.	\$11,500.00	\$23,000.00
Subtotal				\$23,000.00
Electrical Subtotal				\$29,000.00
MEP Subtotal				\$509,770.00
Contingency/Unknown/Unestimated				\$127,442.50
Overhead and Profit				\$76,465.50
MEP TOTAL				\$713,678.00

EXHIBIT A
SCOPE OF WORK

West Regional Library
Mechanical Improvements

Project #LI-014-24

Consultant will provide design for removal of both chillers and installation of new chillers, including any adjustments, regarding size, power, etc., of replacement chillers.

END OF SCOPE OF WORK



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.Kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
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Via email: Archonique.Kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	Jaguar Consulting, LLC
Address	8658 Capital Dr N Mobile, AL 36605
Telephone	251-455-9189
E-Mail	JaguarEngineers@jaguar.com

RFP/RFQ Solicitation Number	L1-0114-24
Project Description	West Regional Library - Filter Replacement
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male ☐ Female ☒ Minority ☐ Non-minority ☐ SDVO ☐
Total #of Employees	1

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Christina Marie
Signature: Christina Marie Date: 08/11/2024
Title: Owner - Professional Engineer

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____
Email: _____ Phone: _____



Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Dequar Consulting LLC Your Bid/Proposal Amount \$ 601,500.00 Date: _____

8 / 21 / 2024 Description LI-014-24 West Regional Library - Critical Replacement

Name of Bidder/Proposer: Christine Masic

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____

Phone _____ Email _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs. _____



Company ID Number: 2268780

Approved by:

Employer Jaguar Consulting LLC	
Name (Please Type or Print) Christina Marie	Title
Signature Electronically Signed	Date 09/11/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/11/2023



Company ID Number: 2268780

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Jaguar Consulting LLC
Company Facility Address	8658 Capital DR. N Mobile, AL 36695
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	880556892
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



JAGUAR CONSULTING LLC	
Entity ID Number	001-001-480
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	02/07/2022
Registered Agent Name	MARIE, CHRISTINA
Registered Office Street Address	900 DOWNTOWNER BLVD APT 54 MOBILE, AL 36609
Registered Office Mailing Address	900 DOWNTOWNER BLVD APT 54 MOBILE, AL 36609
Nature of Business	
Annual Reports	
Report Year	2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/07/2022 Certificate of Formation 3 pgs.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HESTER, THOMAS & ASSOCIATES LLC 851 E I-65 Service Road South Ste 110 Mobile, AL 36606	CONTACT NAME: PHONE (A/C, No, Ext): (251)470-9915 E-MAIL ADDRESS: andy@htains.com FAX (A/C, No): (251)470-9971
INSURED Jaguar Consutling, LLC 8658 Capital Drive N MOBILE, AL 36695	INSURER(S) AFFORDING COVERAGE INSURER A: Wilmington Insurance Company INSURER B: Hiscox Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ Contractual Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GLB055639	1/19/2024	1/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$			Y	Y	Y	Y	XLB055645 1/19/2024 1/19/2025 EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability (E&O)	Y	Y	P1009225923	2/25/2023	2/25/2024	Per Occurrence \$2,000,000 Aggregate \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Engineering Services: Design and Consulting

City of Mobile is included as an Additional Insured on all policies shown above. All policies shown above are Primary & Non-Contributory with any other insurance in force or which may be purchased by Additional Insured. A Waiver of Subrogation applies, in favor of City of Mobile for General Liability and Umbrella policies shown above. All policies carry a 30 day Notice of Cancellation and/or Non-Renewal, excepting Cancellation for Non-Payment (10-days).

LI-014-24 - West Regional Library - Mechanical Improvements

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
PO Box 1827
Mobile, AL 36633-1827

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



www.sba.gov/wosbready

Women Owned Small Business Federal Contract Program | 409 Third St. SW | Washington, DC 20416

7/28/2023

Christina Marie
JAGUAR CONSULTING LLC
900 DOWNTOWNER BLVD.
MOBILE, AL

Dear Christina Marie:

Congratulations! The U.S. Small Business Administration (SBA) has certified your firm as an Economically-Disadvantaged Women-Owned Small Business (EDWOSB) eligible to participate in the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

Your certification is valid for three years from the date of this letter. To maintain its status as a certified EDWOSB, your firm must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining EDWOSB certification are available at 13 CFR 127.400 and at <https://wosb.certify.sba.gov>.

Your firm must immediately notify SBA of any material changes that could affect its eligibility in accordance with 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile in WOSB.Certify.sba.gov. Your firm must not misrepresent its EDWOSB certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified EDWOSB, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.
- WOSB website: For specific resources on government contracting and the WOSB Federal Contract Program, please visit: <https://www.sba.gov/wosbready>.
- SBA's 7(j) Program: EDWOSB firms may also be eligible for 7(j) management and technical assistance by contacting their local SBA district office please visit: <https://www.sba.gov/tools/local-assistance>.

As a certified EDWOSB eligible to participate in the WOSB Program, **you CAN** use the [EDWOSB Icon](#) on your business' website, business cards, social media profiles, and in your capability statements and proposal bids. However, **you CANNOT** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, **the digital icon CANNOT be used** on a company's letterhead, marketing materials or advertising, paid or public service announcements, in traditional or digital format. The following are instructions to access your digital icon:

1. Visit the following link: <https://www.sba.gov/brand/for-partners/resource-partners-grantees/>;
2. Under General Materials, click on "Decals and Web Icons";
3. The Icons should download on your computer; select "Open File"; and
4. Select/use only the Icon(s) that reflect the Program(s) in which you are currently certified

If you have general questions regarding the WOSB Program, you may submit them to the SBA via the help tab at <https://wosb.certify.sba.gov/help/> or check the SBA web site, www.sba.gov/wosbready.

Wishing you much success!

Sincerely,



Alisa Sheard
WOSB Federal Contract Program Director
Deputy Director, Office of Government Contracting

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the appointment by Mayor William S. Stimpson of Shonnda Smith as Executive Director of Public Works is hereby approved by the City Council of the City of Mobile, Alabama, said appointment and approval having been made pursuant to § 11-44C-38(a) of the Code of Alabama.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the appointment by Mayor William S. Stimpson of William Randy Jackson as Chief of Police of the City of Mobile is hereby approved by the City Council of the City of Mobile, Alabama, said appointment and approval having been made pursuant to § 11-44C-38(a) of the Code of Alabama.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 17, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Truck Equipment Sales Inc to provide and install a Knapheide PLB-12-B Landscaper body on City Chevrolet 4500 truck chassis for Parks Dept Motor Pool capital.

Amount of Contract:

\$26,760.00

Funding Source

Motor Pool capital

ATTACHMENTS:

1. 20240911 Truck Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 17 September 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Truck Equipment Sales Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Truck Equipment Sales Inc to provide and install a
Knapheide PLB-12-B Landscaper body on City Chevrolet 4500 truck chassis for Parks Dept
Motor Pool capital.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$26,760.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>13407</u>	2024	(F7000) MOTOR POOL	PROVDE AND INSTALL KNAPHEIDE PLB-12-B LANDSCAPER BODY ON CITY CHEVROLET 4500 CHASSIS FOR PARKS DEPARTMENT (PRICE BELOW BID REQUIREMENT)	\$26,760.00	<u>(208560) TRUCK EQUIPMENT SALES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013407-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/24	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LANDSCAPE BODY FOR CHEVROLET 4500 CREW CAB AS FOLLOWS: NSTALL KNAPHEDIE PLB-12-B LANDSCAPE BODY VENCO VC620SF-ED ELECTRIC/HYDRAULIC HOIST 2 RING FOLD DOWN STEP 4 CORNER STROBE SYSTEM ICC BUMPER WITH REAR REC HITCH AND 7 WAY PLUG 1/4 CAB SHIELD PROTECTOR TARP SYSTEM AS PER YOUR QUOTE E 674 DATED 9-3-2024 Additional Description Notes LANDSCAPE BODY FOR CHEVROLET 4500 CREW CAB DIESEL CITY WILL MOUNT 11-FOOT BODY TO CHASSIS UPON DELIVERY TO CITY OF MOBILE AS REQUESTED BY PARKS DEPT. 2012	1.00 EACH	26760.00000	26760.00
1	7000.40.20.0000.0000.2070.0000.0000.47010. E MP02012 .CAPEQUIPMT.			26760.00

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013407-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved	Page 2
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Vendor TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/24	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total	26760.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP02012 .CAPEQUIPMT.	26760.00	115397.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47010.	26760.00	5959399.84
MOTOR POOL EXP	EQUIPMENT (GREATER \$5000)	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/12/24	CHARLES SUMRALL	
Approved	08/12/24	SHONNDA SMITH	
Approved	08/12/24	CHERI BOUCHER	Auto approved by: 910518244
Approved	09/11/24	DONALD ROSE	Auto approved by: 9105paij
Approved	09/11/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/11/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/11/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/11/24	JOHN PAINE	
Approved	09/11/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

=====	=====
Bill To	Requisition 00013407-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
TRUCK EQUIPMENT SALES INC
4700 RANGELINE RD

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36619

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#251-666-8606
Fax 251-666-8676

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/06/24	208560				MOTOR POOL
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____		Date: _____	
Signature			



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 17, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Housing Enterprise Fund

REVIEWERS:

Tiereney Leverette
Lana Gauthier

RESOLUTION

Sponsored by: Councilmember Carroll and Mayor Stimpson

WHEREAS, the City Council has found and determined that it is wise, expedient, and necessary to facilitate neighborhood revitalization through the acquisition, construction and rehabilitation of residential, mixed-use, commercial, and public projects; and,

WHEREAS, in addition, the City Council and Mayor of the City of Mobile have identified a public need for affordable, attainable and/or workforce housing due to the unprecedented nationwide increase in housing costs; and,

WHEREAS, the expenditure of funds through a revolving fund will serve a valid and sufficient public purpose; and,

WHEREAS, the City seeks to promote local economic and commercial development of the City; to promote the expansion and retention of business enterprise within the City; to increase employment in the City, especially for those residing in the City; to promote and develop for the public good and welfare, commerce, industry, and employment opportunities in the City; to increase tax revenue base of the City and property values of the City; and to promote the convenience, order, prosperity and welfare of its citizens. The increased revenues, additional economic activity, creation of new jobs and other benefits will directly benefit the City; and,

WHEREAS, federal housing funds the City receives are limited by federal statute which in many cases does not allow for the flexibility needed in responding to this urgent need; and,

WHEREAS, the City shall select a Pilot Project Area based on a needs assessment utilizing data such as quantity of blighted properties, quantity of boarded not blighted properties, leveraged funds such as federal funding and/or other local government funds, and poverty rates; and,

WHEREAS, the City of Mobile has seen a dramatic increase in business license revenues over the past decade and now wishes to establish an Enterprise Account for the City of Mobile Housing Improvement Plan in the amount of \$1 million to be expended on the Pilot Project Area, and whereas additional funds may be allocated in the future for other project areas within all Council districts of the City; and,

WHEREAS, the City after selecting the Pilot Project Area based on need and data shall utilize and amend any existing previously determined designation of blight such as Resolution No. 40-470, dated December 18, 2012, determining the MLK Heritage

Neighborhood as blighted pursuant to Chapter 2 of Title 24 of the Code of Alabama 1975; and,

WHEREAS, the City has multiple locations on the National Register of Historic Places that have been designated in an effort to recognize the neighborhood's historic significance such as those describing neighborhoods settled in the early nineteenth century by Free Persons of Color and Creoles, and later, its contribution to the Civil Rights movement in Mobile, including the Campground Historic District; and,

WHEREAS, the City has developed various reference planning documents that identify neighborhoods in need of revitalization including: the 2010 *New Plan for Mobile* and the 2015 Map for Mobile: A Framework for Growth; and,

WHEREAS, the Pilot Project aims to achieve the goals of the above referenced documents by providing funding to construct affordable and attainable housing; protecting, stabilizing and improving existing historic structures; removing blight and returning vacant or underutilized land to productivity; and, fostering economic and community development in an underserved community; and,

WHEREAS, the City desires to provide funding for these neighborhood revitalization activities within the Pilot Project Area, with the intent being that this project will serve as a model for future revitalization project areas elsewhere throughout the City; and,

WHEREAS, within the Pilot Project Area, the acquisition of vacant and blighted properties; the stabilization of existing structures; and the construction of houses, either by the City directly or through the use of public-private partnerships; and, the sale of said properties will serve a public purpose by returning under-utilized land to productive use, leverage ongoing capital investments, and providing housing; and,

WHEREAS, the City finds this Pilot Project to be beneficial to the people of the City to such an extent as to fully warrant and justify the appropriation of City funding and support contemplated herein; and,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Enterprise Account for the City of Mobile Housing Improvement Plan is hereby established at an initial level of \$1,000,000.00 and that the process by which expenditures from said Enterprise Account are subject to include: City Council interaction to assist administrative staff in assessing need and location for the fund followed by City Council updates prior to fund expenditures, but after proposal and/or design completion for specific projects. Should any City Councilor recommend and it be finalized that other funds designated for specific City Council districts be utilized to enhance the Housing Improvement Plan Enterprise Fund balance, the Executive Branch of the City of Mobile is authorized to enter into a Memorandum of Understanding, a Project Program, or other similar coordinating document, with the elected representative of the City Council district

of which the funding is designated for prior to finalization of fund transfer to establish projected scopes, locations, and timelines. Such coordinating document shall include consultation and verification of legislative intent with the Office of the Councilor for which any district specific funds derive. This consultation and verification shall include final project selection and bid tabulations. Any net revenue generated from specific City Council district funds shall be kept separate within the fund and used only for the district it was originally designated for, unless otherwise approved by future City Council action.

BE IT FURTHER RESOLVED that the Mayor, or his designee, is authorized to utilize the Housing Improvement Plan Enterprise Fund to create and administer a comprehensive program to redevelop neighborhoods for the end purpose of providing additional affordable and/or workforce units of housing within the City of Mobile. This authorization extends to the additional hiring of personnel within the Neighborhood Development Department to administer this program. The Mayor, or his designee, is further authorized to acquire and dispose of land and/or execute Subrecipient Agreement, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated security documents on behalf of the City for the purpose described for the Fund.

Adopted:

Lisa C. Lambert, City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 17, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Three-year lease with Quadient Inc for lease of Postage Meter, for supplies, and for Quadient to facilitate USPS postage fees, for Mailroom. Servicing agent to be Copy Products Mailing Systems.

Amount of Contract:

Approx \$40,000 + postage

Funding Source

General fund. 1004.9000.42140

ATTACHMENTS:

1. 2024 Agenda Package Quadient

REVIEWERS:

Donald Rose
Richard Moore
Chris Kern
James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 27 August 2024
Date

Item No. _____

Submitted by: City Mailroom
Department

Department Head

Sponsored by: Mayor William S. Stimpson
Name

Title

Reviewed by: City Clerk
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Quadient Inc. for Postage Meter Lease for Mailroom

PURPOSE & SCOPE OF PROJECT:

Three-year lease with Quadient Inc for lease of Postage Meter, for supplies, and for Quadient to facilitate USPS postage fees, for Mailroom. Servicing agent to be Copy Products Mailing Systems. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: Aprox \$40,000 + postage

FUNDING SOURCE:

Budget Item: 1004.9000.42140

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: Upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Quadient, Inc., for leasing of postage-meter equipment, in a total amount of \$30,971.16, plus additional supplies not to exceed \$10,000.00, plus postage as required, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



Office Number	Office Name	Phone #	Date
			06/25/2024

Company Name	City of Mobile		
DBA			
Billing Address	PO Box 1827		
City State Zip+4	Mobile	AL	36633
Contact Name	Lana Pafenbach	Phone	(251) 208-7474
Contact Title	Assistant City Clerk	Fax	
Email Address	lana.gauthier@cityofmobile.org	PO #	

Company Name	City of Mobile		
Installation Address	205 Government St.		
City State Zip+4	Mobile	AL	36602
Contact Name	Marty Burrow	Phone	(251) 208-7413
Contact Title	Mailroom Manager	Fax	
Email Address	martin.burrow@cityofmobile.org		
Main Post Office		PO 5-Digit Zip Code	

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IX9A	iX-9A 210 LPM Base, Puffy Postcard Feeder w/Wireways, Ink Cartridge & Power Line Conditioner
1	IX9DWM PKG	IX-9 Dynamic Weighing Module
1	IXWP30	IX Series 30lb. Weigh Platform
1	IX9CONVEYOR	IX-9 Conveyor Stacker

Tax Status: ☒ Taxable ☐ Tax Exempt <i>Certificate attached</i> Billing Frequency: ☐ Monthly ☒ Quarterly ☐ Annually Billing Method: ☒ Standard ☐ Arrears	Number of Months		Monthly Payment (Plus applicable taxes)
	First	36	\$860.31
	Current Lease Number:		
	☐ ACH (Customer to submit authorization form)		

Meter Model	IX9AI	Machine Model	IX9A
Postage Funding Method: ☐ Bill Me ☐ Prepay by Check ☒ ACH Debit (Submit customer authorization form) ☐ OMAS ☐ CPU (include authorization form)		Postage Funding Account: ☒ POC ☐ TMS ☒ New ☐ Existing	
Agency Code Sub Agency Code		Existing Account Number:	

- ☒ Online Postal Rates iMeter™ App (SP10)
- ☐ Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
- ☐ Online E-Services with Electronic Return Receipt iMeter™ App (SP35)
- ☐ NeoShip PLUS (EP70PLUS)
- ☐ NeoShip Install & User Guide (EP70GUIDES)
- ☐ 4G/5G Cell Service
- ☒ Maintenance
- ☒ Installation/Training ☐ Software Support for premise (non-cloud) solutions

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here _____.

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, and Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Dealer-V11-2023), which are also available at <https://quadientterms.com/Government-Equipment-Lease-Terms-USPS-Dealer-V11-2023>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.

***** SEE PURCHASE ORDER ***** Authorized Signature _____	Print Name and Title _____	Date Accepted _____
Accepted by Quadient Inc. and its Affiliates _____	Date Accepted _____	

Customer

Organization	City of Mobile		
DBA			
Address	PO Box 1827		
City State Zip	Mobile	AL	36633
Phone	(251) 208-7474	Fax	

Purchase Order - Lease

NASPO/ValuePoint Contract #: CTR058809

and / or

State Participating Addendum (PA) #:

MA 230000003751 (AL)

Vendor

Company Name	Quadient Inc. FEDERAL ID# 94-2984524		
Attention	Government Sales	DUNS# 150836872	
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	City of Mobile		
Attention	Marty Burrow		
Address	205 Government St.		
City State Zip	Mobile	AL	36602
Phone	(251) 208-7413	Email	martin.burrow@cityofmobile.org

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
36	Months	Lease Payment	\$860.31	\$30,971.16

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IX9A	iX-9A 210 LPM Base, Puffy Postcard Feeder w/Wireways, Ink Cartridge & Power Line Conditioner
1	IX9DWM PKG	IX-9 Dynamic Weighing Module
1	IXWP30	IX Series 30lb. Weigh Platform
1	IX9CONVEYOR	IX-9 Conveyor Stacker

- 1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number CTR058809. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

- 2) Payments will be sent to:
 Quadient Leasing USA, Inc.
 Dept 3682
 PO Box 123682
 Dallas TX 75312-3682

 Authorized by

 Date

- 3) Send all correspondence to:
 Quadient Leasing USA, Inc.
 478 Wheelers Farms Rd
 Milford CT 06461
 Phone: 203-301-3400
 Fax: 203-301-2600

 Print Name

 Title

Addendum

All terms and conditions apply in accordance with the NASPO/ValuePoint Contract # CTR058809 State Addendum # MA 230000003751 (AL) for Mail Equipment, Service, and Supplies.

Quadient, Inc shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the Cit of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make ever reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially or economically disadvantaged individuals and business entities.

Quadient, Inc agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 20011-523 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understanding that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

Quadient, Inc represents and agrees that it is not currently engage in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

City of Mobile:

Quadient Inc. and its Affiliates:

Signed _____

Signed John Tartaro

Printed _____

Printed John Tartaro, Deputy CFO

Date _____

Date Aug 26, 2024



USPS® PostageNow™ – ACH Debit for Postage Customer Authorization and Agreement

PostageNow™ is a service from the USPS® that allows **Neopost/Quadient** meter customers to have immediate access to postage with an automatic electronic payment process. To start using PostageNow™ to pay for your **Postage-On-Call® (POC)** meter postage, simply complete this form and fax it to **Quadient** for processing. Incomplete forms will not be setup, requiring the customer to fund postage meters via another funding option. This form can be used for account updates, retransmits and terminations.

Customer Information

Company Name	
Contact Name	
Mailing Address	
City, St., Zip	
Phone Number	Fax Number
Email Address	

Account Information

POC Account #	Meter Serial #
Bank Name	
Bank Address	City, St., Zip
9-Digit Bank Transit / ABA Routing #	
Customer Bank Account #	
Account Type (Checking, Savings)	

Please indicate (check one): ☐ New set-up ☐ Account update ☐ Retransmit ☐ Terminate

Notes

- If you have debit blocks on your bank account, please make sure that you have Quadient set up with your bank as an authorized debtor. Your bank will need our **company ID #1942388882**.
- Please provide a copy of a voided check or a letter from your bank showing your routing number and bank account number.

Terms of Agreement

1. Quadient will conduct a PostageNow™ account system test called a pre-notification (pre-note). Pre-notes help ensure the accuracy and reliability of your bank routing number, bank account number and related account-processing procedures. Quadient will generate a \$10.00 pre-note transaction that will be debited from your designated bank account and will serve as the pre-note test. After a successful test, the \$10.00 will be deposited to your POC account to be used for postage.
2. There is a \$50 annual maintenance fee. Once the pre-note is complete, Quadient will initiate a transaction for the first year maintenance fee. Thereafter, the annual, non-refundable maintenance fee will be debited from your bank account on the anniversary date of your enrollment. There is a \$25 fee for any returned ACH debits from your bank. Quadient reserves the right to change the terms and fee structure for the PostageNow™ service upon 30 days written notice.
3. You may add postage to your meter(s) at any time. The amount of postage you add to your meter(s) through PostageNow™ will be automatically deducted from your designated bank account you authorize.
4. This PostageNow™ agreement is subject to, and the parties agree to be bound by, the National Automated Clearing House Association (NACHA) rules relating to Corporate Trade Payment entries in the administration of these debit entries. Any issues, objections or discrepancies regarding the amounts debited should be reported in writing, within 90 days from the debit date, by Certified Mail-Return Receipt Requested, to Quadient Postage Administration. Failure to deliver such notice within the prescribed period shall constitute an absolute waiver by the customer of any and all remedies, causes of action and other forms of relief arising out of or in connection with each such debit transaction.
5. I agree that any information submitted to Quadient on this Customer Authorization and Agreement is submitted as if it were submitted via Quadient's website, and as such, the following terms shall govern my submission of such data: <https://www.quadient.com/quadient-website-privacy-statement>.
6. Information submitted to Quadient on this Customer Authorization and Agreement shall be retained pursuant to the terms of the Privacy Policy, for a maximum of seven (7) years from the date of submission.

PostageNow™ is a registered trademark of the USPS®.

USPS® PostageNow™ Customer Authorization

I acknowledge that I have read and agree to the terms of the PostageNow™ postage payment service. I authorize Quadient to debit the designated bank account identified above to pay for postage downloads through the Postage-On-Call account on behalf of the USPS®. This authority is to remain in full force and effect until Quadient has received 30 days written notification of its termination from me or my organization. In addition, Quadient, at its discretion, may terminate my use of the PostageNow™ service. Any termination will take effect only after all entries originated by Quadient have been honored.

Name	Title	
Signature		Date

Please submit this form via fax to 800.237.0692 or via email to us.pocadmin@quadient.com.
Questions, please call Customer Service at 800.636.7678.

Quadient, Inc. | 478 Wheelers Farms Road | Milford, CT 06461

State of Alabama

Department of Finance

Division of Purchasing

Master Agreement

Contract Information

State Contract Number:	MA23000000375 1	Name:	Mail Machine Equipment, Supplies and Maintenance
Type:	Master Agreement	Not to Exceed Amount:	
Signature Date:	12/30/2022	Original End Date:	5/14/2024
Begin Date:	1/6/2023	Actual End Date:	May 14 2025 12:00AM
Solicitation Number:		Version Number:	0

Reason for Modification

UNDEFINED

Buyer Information

Name:	SonyaBryan
Phone:	UNDEFINED
Email:	sonya.bryan@purchasing.alabama.gov

Supplier Information

Supplier Name / Order Address	Supplier Contact
VC000119413: Quadient, Inc.	Larry Waters
478 Wheelers Farms Road	281-2164596
	l.waters@quadient.com
Milford Connecticut 6461	
US	

Item 1 - Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures, visit our website www.purchasing.alabama.gov.

Item 2 - Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Item 3 - Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Item 4 - Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Nonavailability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Item 5 - Sales Tax Exemption:

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Item 6 - Foreign Corporation – Alabama Secretary of State Registration:

Alabama Law requires a foreign entity (an out of state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State. Code of Alabama Section 10A-1-7.01 to 7.14.

Item 7 - Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012- 491):

As a condition for award of this bid, the vendor acknowledges the following: "By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom." Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/everify.

Item 8 - Certification Pursuant to Act no. 2006-557:

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

Item 9 - Product Delivery, Receiving and Acceptance:

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Item 10 - Invoices:

Inquiries concerning invoice payments are to be directed to the receiving agency.

Item 11 - Signature

Approved: 
Purchasing Director

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the **State of Arizona**

Master Agreement #: **CTR058809**
Contractor: **QUADIENT, INC.**
Participating Entity: **STATE OF ALABAMA**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:

- ☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.
- ☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Mailing Equipment, Supplies and Maintenance. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

- ☒ This Participating Addendum shall become effective the first day following the expiration of the existing contract which is set to expire December 31, 2022 and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- ☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

CONTRACTOR: Quadient, Inc.

Name:	Larry Waters
Address:	478 Wheelers Farms Rd. Milford, CT 06461
Telephone:	281-216-4596
Fax:	N/A
Email:	l.waters@quadient.com

PARTICIPATING ENTITY:

Name:	Brittany Peterson, State of Alabama, Office of the Chief Procurement Officer
Address:	100 N Union Ste 192
Telephone:	334-242-4667
Fax:	N/A
Email:	Brittany.peterson@purchasing.alabama.gov

Participating Entity Modifications and Additions to the Master Agreement

- ☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- ☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Mandatory Source:

All state agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments such as cities, counties, schools, etc.

Contract period:

Establish a 12 month contract with an option to extend for a second, and third, 12 month period, with the same pricing, terms and conditions, or until the current NASPO Master Agreement expires, whichever comes first. The second, or third, 12 month period, if agreed by both parties, would begin the day after the first, or second, 12 month period expires. Any successive extension must have written approval of both the state and supplier no later than 30 days prior to expiration of the previous 12 month period. In no event shall the term of this Contract extend beyond the then current term (or renewal term) of the NASPO ValuePoint Master Agreement CTR058809 as amended.

The 36-month agreement for lease of equipment will begin on the date of installation, equipment

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

may be ordered at any time during the life of the contract and will continue until the agreement is finished or fulfilled. Any leases entered into by an agency during the Term of the Agreement shall continue in their entirety until the end of the applicable lease term regardless if this contract has expired or has been canceled.

Choice of Law, Venue:

This contract will be governed by the laws of the State of Alabama and the sole venue for litigation and alternative dispute resolutions activities will be the City of Montgomery in the State of Alabama.

No Indemnification:

Contractor acknowledges and agrees that, under the terms of this Participating Addendum and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor for any reason. Notwithstanding any provision of this contract, incorporations or amendments hereto, the State does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law.

Alabama Immigration Law:

Contract supplier(s) must comply with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535) and as amended by Act 2012-491.

Disclosure Statement:

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances, where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted with ten (10) days of the award.

Invoices:

Inquiries concerning invoice payments are to be directed to the receiving agency.

Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office. Section 41-16-3, Code of Alabama 1975.

Cancellation:

A contract user shall not cancel any contract for equipment for any other reason than failure of equipment to operate as specified, supplier default on a contract or purchase order, and non-availability of funds. Cancellation for any other reason may result in a termination fee equal to the sum of the remaining payments. A user shall provide (30) thirty day written notice of cancellation to the supplier.

A non-performance cancellation may occur if a supplier fails to remedy a situation within 30 calendar days of written notification from agency.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

Delivery:

Items are to be delivered to various locations through the 67 counties within Alabama. The exact locations and quantities will be provided by the ordering agency, maximum delivery time frame after date of purchase order will not exceed thirty (30) calendar days. Dock Delivery is not acceptable. Fuel surcharges are not allowed on this contract.

Software Agreements:

All software agreements have been mutually agreed up between the State of Alabama Finance Department Division of Purchasing and Quadiant. The State acknowledges that additional terms between the parties or third-party terms may apply but does not agree to be bound by them unless provided for review and separately agreed to in writing by an authorized official of the State. No State of Alabama end user shall be deemed to have agreed to any clause by virtue of it appearing in an "I agree" click box or other comparable mechanism ("click-wrap" or "browse-wrap"); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in the contract, a purchase order, or a statement of work, with signature by an authorized official of the State. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the State of Alabama, a contract user, or any State of Alabama authorized end user to such clause. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual. The software agreements offered under this Addendum are attached hereto as Attachment A.

State Purchasing Supplier Expo:

Contract holders are required to attend the Supplier Expo in the initial year of this agreement (2023). Participation is optional for the remainder of the contract term.

Force Majeure:

Notwithstanding any other terms and conditions set forth in this contract or any attached licensing terms and conditions, a Force Majeure event shall not excuse any responsibilities or obligations of the supplier with regard to data backup or disaster recovery plans. The definition of 'Force Majeure' shall not include any hostile action by a foreign state, a terrorist entity, a group, or an individual which manifests as a cyber-attack. Notwithstanding any other terms and conditions set forth in this contract, a Force Majeure clause may be invoked by the supplier only if the supplier is using reasonable commercial efforts to mitigate or eliminate the cause of such delay or its effects and, if events in the nature of the Force Majeure event were foreseeable, used commercially reasonable efforts prior to its occurrence to anticipate and avoid its occurrence or effect.

Ordering process:

All agencies must complete a zero dollar purchase order 90 days prior to installation to order necessary mail machine(s). Delivery of any mail machine without a zero dollar PO will be deemed a contract violation and will not be authorized as a valid order. If a machine is delivered without a valid PO, it will not be eligible for payment. Purchases for state agencies will be made

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

by purchase orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the supplier. All purchase orders must reference the NASPO MA.

Installation Cost:

Machine Installation cost must be the burden of the supplier.

Relocation:

If equipment must be relocated during the duration of the contract, the supplier must agree to relocate equipment in accordance with the Master Agreement. The supplier must submit a price quotation not to exceed the supplier's cost for the move.

Requested information:

Any additional information reasonably requested from a supplier must be furnished within (5) five calendar days from receipt of request.

Payment:

Payment for lease purchase and rental of equipment will be paid quarterly in arrears.

Electronic Payment:

Suppliers must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

Lease Tax:

According to The Code of Alabama, Section 40-12-222, the (4%) four percent lease tax levied shall not apply to leasing or rental of tangible personal property to the state, municipality, or county in the state unless that flat amount collected by the lessor includes both the tax and the leasing fee.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th
January, February, March – Due by April 20th
April, May, June – Due by July 20th
July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. provided that, in the event of such termination, the State of Alabama shall not replace any terminated products or services with similar products or services from another party. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Sales Tax Exemption:

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

Lease Agreements: Equipment lease agreement and meter rental agreements terms and conditions attached herein have been approved for use.

5. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

6. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the following (1) Mandatory Language "PO is subject to NASPO Contract #CTR 058809" (2) Agency Name, Address, Contact and Phone Number.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature:	Signature: <i>John Tartaro</i>
Name: Christine S. Cook	Name: John Tartaro
Title: Chief Procurement Officer	Title: Deputy, CFO
Date: 12/30/2022	Date: 12/30/2022

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

Attachment A

End User License Agreement for Quadient Impress Cloud Services US

State of Alabama

Valid from: 12 December 2020

Version No.: Quadient Impressv.1 .2



This End User License Agreement for Quadient Impress Cloud Services (the “Agreement”) is made between QUADIENT, INC. (formerly Neopost USA Inc.), with a place of business at 478 Wheelers Farm Rd., Milford, CT, the licensor of the QUADIENT software products and Cloud Services (“QUADIENT” or “Licensor”) and You (the “End User”, “Customer” or “Licensee”).

This Agreement sets forth the terms and conditions for the United States under which QUADIENT agrees to provide Quadient Impress Cloud hosted “software as a service” (“Subscription Services”) for certain software applications as further defined below (each such application together with any applicable documentation thereto, and programming and user interfaces therefor (each, a “Service”) to Licensee and/or End User in conjunction with the applicable controlling documents between the parties (collectively, the “Agreement”) which Agreement specifically includes: (i) the ordering document which delineates the combination of Services and associated tiers elected by Licensee and associated terms and conditions (the “Ordering Document”) and, (ii) the associated usage schedule setting forth the commercial terms and pricing governing Licensee’s usage in conjunction with Licensee’s elected Services as set forth in the Ordering Document (the “UsageSchedule”).

Subject to the terms and conditions of this EULA and the Agreement, during the Term, QUADIENT shall use commercially reasonable efforts to provide Licensee and/or End User access to the Quadient Impress Subscription Services, which Subscription Services may include the following Services in such combination as set forth in the Ordering Document and subject further to the terms and restrictions set forth in Exhibit A, attached hereto and incorporated herein by this reference:

- Quadient Impress Automate Service
- Quadient Impress Portal
- Quadient Impress Dispatch
- Quadient Impress Distribute

The Quadient Impress Subscription Services are hosted on Microsoft Azure’s primary data centers in the United States of America. The cloud storage space for the above referenced services shall not exceed 1TB for the combined use of Subscription Services.

Please note, that other QUADIENT Software, that is not part of the Quadient Impress Subscription Services, is covered by separate QUADIENT EULAs. Please contact a QUADIENT representative in case of doubt.

If You are the Licensee, You represent and warrant that Licensee and all End Users shall accept and comply with the Agreement.

If You are accepting the Agreement on behalf of another person or an organization or a company or other legal entity, You represent and warrant that You have full authority to bind that person, organization, company, or other legal entity to the Agreement, and that You will make the Agreement available to the Licensee and the respective authorized End Users.

You also acknowledge that the Services are or may be subject to export control laws and regulations, and You represent that You are not a citizen of an embargoed country or prohibited End User under applicable export and anti-terrorism laws, regulations and lists.

If You do not agree to the Agreement,

- (1) do not access, install, or use the Service; and
- (2) promptly uninstall and delete Your access to the Service from Your systems.



General Subscription Services Terms

1.1 Intellectual Property Rights

The Services, their structure, organization and code are valuable trade secrets of QUADIENT, and are protected by intellectual property and copyright law and international treaty provisions. Furthermore, the Third-Party Software and Third-Party Services used are protected by intellectual property and copyright law and international treaty provisions and may be subject to additional terms and conditions.

All intellectual property rights to the Services, and Third-Party Software and Third-Party Services used (e.g. Adobe PDF Library, Microsoft Azure, DocuSign, Sparkpost services, DocuWare and Print Service Providers' Services), including the rights pertaining to know-how and the relevant Documentation, remain in the ownership of the respective owner(s) who retain title and full ownership rights thereto. Licensee understands that the Third-Party Service providers may vary by geography.

Some Services also make use of Open Source Software and may be subject to additional license terms that are hereby fully incorporated in the Agreement by reference. You can access a complete list of these Open Source Software License Terms from the following website: www.quadiant.com/resources/open-source-licenses

Except as the license use rights expressly stated in the Agreement, the Agreement does not grant the Licensee any intellectual property rights in the Services or in any parts thereof.

1.2 Subscription Services; Access and Use License

The Services are owned or licensed by QUADIENT and are copyright-protected. You acquire a user subscription and do not own the Services in any way.

QUADIENT grants the Licensee a non-exclusive, non-sublicensable, non-transferable license to access and use the Services, for its internal business purposes only, to the extent that the Licensee lawfully acquire it according to a valid Ordering Document; provided that the Licensee has paid or entered into a mutually agreed upon schedule to pay the agreed Fees, as further detailed in the Ordering Document and associated Usage Schedule, and adhere to the terms of the Agreement.

The Licensee may access and use the Service up to the level of use specified in the Ordering Document, and for the sole purpose of supporting such agreed use. The Agreement applies to each and every access to and use of the Service.

In case of a Trial Version or Test Version ("non-GA-Version") of the Service, the Licensee may use the specified Service only, and restricted to the timeframe that the Licensee was explicitly authorized to evaluate, use or test such Service.

The Licensee shall ensure that anyone who uses the Service (accessed either locally or remotely) does so only for the Licensee's authorized use and complies with the terms of the Agreement.

1.3 Restrictions and Responsibilities

The Licensee may not nor permit or encourage any third party to, directly or indirectly:



- use, copy, modify, or distribute the Service except as provided in the Agreement;
- reverse assemble, reverse compile, or otherwise translate the Service;
- modify or create any derivative works of any Service or Documentation;
- decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for any part of the Service; or
- redistribute, encumber, sell, rent, lease, sublicense the Service.
- use a Service or any Software for timesharing or service bureau purposes or other computer service to a third party;
- encumber, abuse or use the Service inappropriately or for any purpose not agreed; and
- engage, directly or indirectly, any other third-party business organization for the purpose of inspecting, installing, using or changing the Service or software in a manner that endangers QUADIENT's trade secrets or is substantially and directly competitive with QUADIENT.

Customer shall provide all cooperation and assistance as QUADIENT may reasonably request to enable QUADIENT to exercise its rights and perform its obligations under, and in connection with, the Agreement, including providing QUADIENT with such access to Customer's premises and its information technology infrastructure as is necessary for QUADIENT to perform the Services and/or Professional Services in accordance with the Agreement.

Customer shall use commercially reasonable efforts to cause Authorized Users to be, at all times, educated and trained in the proper use and operation each Service such Authorized Users utilize, and to ensure that each Service is used in accordance with applicable manuals, instructions, specifications and documentation provided by QUADIENT from time to time.

Customer shall be responsible for obtaining and maintaining—both the functionality and security of—any equipment and ancillary services needed to connect to, access or otherwise use each Service, including modems, hardware, servers, software, operating systems, networking, web servers and thelike.

Neither QUADIENT, its Affiliates, resellers or distributors are obligated to provide, nor is the Licensee acquiring any right of any kind with respect to the source code for the Services or any part thereof. The Licensee acknowledges QUADIENT's ownership and intellectual property rights in the source code and Services and will not take any action to jeopardize, limit or interfere in any manner with QUADIENT's ownership of or rights with respect to the Services.

Furthermore, the Licensee agrees not to limit or interfere in any manner with the ownership and intellectual property rights related to any Third-Party Software or Third-Party Services. Licensee also covenants not to use the Adobe viewing function (meaning a function allowing the copying of a PDF document into memory for display) contained in the Adobe PDF library technology in order to violate or bypass PDF file security measures which prevent copying or editing PDF documents.

Any Software, each Service and the Subscription Services and any documentation provided by QUADIENT are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to Defense Federal Acquisition Regulation Supplement, codified under Chapter 2 of Title 48, United States Code of Federal Regulations, Section 227.7202, and Federal Acquisition Regulation, codified in Title 48 of the United States Code of Federal Regulations, Section 12.12. Any use, modification, reproduction, release, performance, display, or disclosure of the Software or documentation by the United States Government is governed solely by the Agreement and is prohibited except to the extent expressly permitted by the Agreement.

All rights not expressly granted to Licensee are reserved by QUADIENT and its licensors.



Specific Services Conditions

In addition to the terms and conditions set forth herein, the individual Services as set forth on the Usage Schedule are governed by the following Specific Service Conditions.

2.1 DocuWare Cloud-Services shall be subject to the terms and conditions set forth in Attachment 1, (DocuWare Special Terms and Conditions) attached hereto and incorporated herein.

2.2 DocuSign Volume

Usage Schedule shall be subject to the terms and conditions of Attachment 2 (DocuSign Special Terms and Conditions for DocuSign) and the DocuSign Master Services Agreement for Resell Customers, set forth in Attachment 2__, both of which are incorporated in this Impress Cloud EULA and made a part hereof by this reference.

User Management

3.1 According to the subscription the Licensee has signed up to, QUADIENT will provide the Licensee with the adequate access log-ins to the Quadient Impress Cloud Subscription Services.

3.2 Once the Licensee account is created, the Licensee can invite its Authorized Users to the Service. The Licensee is responsible for the Authorized Users. The Licensee must explain to its Authorized Users that all Authorized Users with access to the Quadient Impress (including Quadient Distribute) Cloud Services have the same rights and may change or delete the information. Unless Customer has elected an archival services as part of Customer's Ordering Document, if an accidental deletion happens on the Licensee's side, QUADIENT cannot guarantee a back-up.

The Licensee must ensure to back-up and archive its Licensee Data and content in its own systems regularly.

Upon the establishment of a subscription or License, one or more End User names and passwords may be generated in connection with such subscription ("Credentials"). The Credentials are used to authenticate the End User and thereby allow access to the Services, including to any of the Customer Data stored as part of the Services. The Licensee is solely responsible for maintaining the confidentiality of the Credentials and may not transfer or share the Credentials with any third parties. The Licensee acknowledges and agrees that QUADIENT and its licensors and suppliers may rely on the Credentials as the sole test to control whether End Users accessing and using the Services on your behalf are authorized to do so. The Licensee is fully liable for any act or omission of any End Users that access or use the Services with the Credentials or otherwise through its account. The Licensee will: (a) notify QUADIENT immediately of any unauthorized use of any Credentials or account or any other known or suspected breach of security; (b) not impersonate another user or provide false identity information to gain access to or use the Service; and (c) be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership and right to use all data submitted by the Licensee in the course of receiving the Services.

3.3 Service as described in the Agreement is provided to You as the Licensee. Authorized Users of the Licensee can use the Service according to the terms and conditions of the Agreement and applicable Usage Schedule. Licensee may monitor its usage on the platform for Quadient Impress Cloud Services. Licensee shall use the Services at the Licensee's sole risk, and Licensee shall bear any and all responsibilities for its actions and use, including payment of any applicable Fees, carried out under and that results from the Licensee's use of the



Services. The Parties agree that any dispute between the Parties as to the usage shall be finally determined utilizing the information provided by this platform for Quadient Impress Cloud Services.

- 3.4 The features available and the number of Documents that can be processed are defined by the purchased plan as described in the Usage Schedule. Each plan is given access to a certain volume or number of Clicks. When an Authorized User reaches the Click limit of the plan, the Service is stopped automatically. The Licensee can then purchase a higher volume plan or additional Clicks to be able to produce additional Documents accordingly.

Service Conditions, Payment and Compliance

4.1 Service Conditions

Host Provider

The Quadient Impress (including Quadient Distribute) Cloud Services are hosted on the Microsoft Azure Platform and are subject to the terms and conditions of Microsoft as Third-Party Provider, attached as Attachment 1 __.

QUADIENT does not provide Internet access. Customer acknowledges and agrees that it must: (a) provide for its own access to the Internet and pay any service fees associated with such access, and (b) provide all equipment necessary for Customer to make such connection to the Internet, including a computer and modem.

Communication connections between Customer and QUADIENT are the property and responsibility of a third party. QUADIENT does not warrant the continuity and the quality of such communication connections and no warranty herein shall be subject to the continuity and quality of the provision thereof. Communication connections are subject to suspension without notice for an undeterminable amount of time due to events beyond Quadient's control and not due to its fault or negligence.

4.1.2 Service Restrictions

- 4.1.2.1 While the web-portal may be accessible worldwide, this does not mean that all Services or Service features are available in the Licensee's country, or that user-generated content available via the Services is legally permitted in the Licensee's country. Services are not available in all languages.

- 4.1.2.2 QUADIENT may block access to or suspend certain Services (or certain Service features or content) in certain countries, e.g. in embargoed countries or where we suspect misuse. It is the Licensee's responsibility to make sure the Licensee's use of the Services is legally permitted where the Licensee uses them. The Licensee shall not send to addresses obtained from purchased or rented digital message lists, unless the Licensee has confirmed the data was obtained lawfully and with the appropriate consent of the data subjects.

We may create reasonable technical limits on the Licensee's content, such as limits on file size of emails (7 MB), processing capacity, and other technical limits.

- 4.1.2.3 QUADIENT reserves the right to momentarily interrupt the Service for testing, maintenance, traffic performance enhancement, security or other purposes. QUADIENT's goal is to schedule planned maintenance of its technical platform during non-peak usage hours but cannot guarantee that this is always the case.



4.1.3 Messenger Service

For onward transfer of the Licensee's content via email where applicable, we are relying on our Third-Party Service provider Mailjet (US).

The Licensee acknowledges and agrees to the conditions of the Mailjet Email Service as stated in the Mailjet Sending Policy attached as Attachment _3_, as a pre-condition to using this email service.

For Emails, the Licensee must keep its bounce rate under five (5%) percent. Bounced emails hurt the Licensee's reputation as well as QUADIENT's, so it's important that the Licensee keeps its bounce rate as low as possible. An email is declared as a 'bounce' when it cannot be delivered to the recipient and returns with an error message. To avoid bounced emails, the Licensee must keep its email list clean and filter out the already bounced, duplicate email addresses and unsubscribed users. The bounce rate is monitored by QUADIENT. If the Licensee exceeds five (5%) percent, QUADIENT may temporarily suspend the Licensee's account.

The email Messenger Service will only work if an email does not exceed seven (7) MB in total size, where there may be up to five (5) attachments that do not exceed seven (7) MB in total. The Licensee may follow-up the delivery of the Licensee's emails in the Licensee's account during a period of ninety (90) days after sending.

For SMS, we will connect you via API to our own service provider. Currently, our API enables connections to the following third party providers: Message Media (in Australia). MessageMedia provide a global SMS service and have agreed to the EU Model Clauses with QUADIENT for its SMS services.

For all Messenger Services, the Licensee shall not use any Services for any illegal, immoral or improper purpose or in any manner which contravenes applicable laws and codes, regulatory requirements of the appropriate jurisdiction as they exist and as they change over time and will not allow any authorized third party to do so. This includes marketing best practices, lawful collection of personal data and appropriate data subject rights to object to, opt-out or unsubscribe from further communications by the Licensee. The Licensee and its End Users shall under no circumstances send any unsolicited traffic to the QUADIENT platform and shall at all times make necessary arrangements to prevent such traffic from reaching QUADIENT platform. Should unsolicited traffic nonetheless be sent by the Licensee to the QUADIENT platform, the following actions shall be taken: (i) the party detecting that unsolicited traffic has been sent shall immediately contact the other party informing that unsolicited traffic has been sent, (ii) the Parties shall immediately initiate efforts to work in good faith and exchange information (with timestamp, content, destination number and originator) in order to determine the source of the unsolicited traffic as soon as possible after the incident.

For all Messenger services, the Licensee is hereby also informed that the Customer Data, including personal data, that the Licensee transfer to Quadiant when using the Subscription Services will be routed to the servers that host the Subscription Service and store the Data, including the Third-Party Service providers'. You undertake to inform the relevant personal data owners and data subjects and to obtain any required prior consent.

QUADIENT does not take on any liability for the third-party delivery via third-party providers other than expressly described herein.

4.1.4 Maintenance

QUADIENT will provide maintenance services at no additional charge to the extent and for the subscription term provided for in the Usage Schedule. In general, during maintenance periods, access and use of the Service may be temporarily suspended or degraded. Complex maintenance operations will be carried out preferably on low level activity periods (night hours or weekends), and information on the planned date and the predicted duration



of the operation will be emailed to Licensee at least seven (7) days before commencement of the operation, wherever reasonably possible.

4.1.5 Content

- 4.1.5.1 The Licensee shall be solely liable (i) for any Licensee Data, information or content, in particular the content of emails, notices, communications, surveys and newsletters sent by the Licensee through the Service, including if such content is provided by a third party or by QUADIENT as part of a template, such as an SMTP relay or via the routing of an entire infrastructure (hereinafter collectively included in and also referred to as “Licensee Data”), and (ii) for the Licensee Data’s compliance with the applicable laws and regulations.
- 4.1.5.2 The Licensee acknowledges and warrant that the Licensee Data, whether in whole or in part, shall in no event: (a) infringe, misappropriate or violate any right, especially any intellectual property right, of any third party whatsoever; (b) contain any virus or program designed to cause damage, intercept or misappropriate any system, data or personal data in a fraudulent manner; (c) contain any unlawful, bullying, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature or any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation ; (d) contain any content which may subject to any rules and regulations promulgated under the U.S. Export Administration Act of 1979 (as amended from time to time) or the U.S. Arms Export Administration Act of 1976 (as amended from time to time); (e) be false, misleading or inaccurate or (f) use the Services in violation of any law, including without limitation, the U.S. CAN-SPAM Act or any other similar law or regulation enacted in any applicable jurisdiction.
- 4.1.5.3 The Licensee undertakes not to use the Service in a manner that may lead to any civil or criminal action whatsoever.

The Licensee acknowledges that QUADIENT has the right, but not the obligation, to monitor the Service and any data submitted to the Service. To comply with legal obligations in this respect, we may take any actions (including suspending or deleting accounts, removing content or denying routing of certain data and e-mails) QUADIENT reasonably believes are necessary to prevent unlawful activity in connection with the Service.

The Licensee expressly acknowledges and agrees that neither QUADIENT nor any third-party provider (e.g. Sparkpost) shall be liable for any loss or destruction of any Licensee Data, and that the Licensee shall be responsible for ensuring that the Licensee has proper backups thereof.

4.1.6 Data

As between the Parties, the Licensee Data used, issued, processed, hosted, safeguarded or stored by us and/or the third-party provider (e.g. Sparkpost) on the Licensee’s behalf and at the Licensee’s request, are and shall remain the Licensee’s sole property and therefore the Licensee is responsible for this. QUADIENT or the Service Provider as third-party processors are nonetheless authorized to access the Licensee Data in order to: allow use of the Service; internally monitor and enhance the Service; analyze Licensee’s use of the Service, in terms of volume and history; analyze and communicate statistics to its various customers about overall use of the Service, provided the information disclosed (i) is aggregated with QUADIENT’s other customers’ data and (ii) is made anonymous so that no customer may be directly or indirectly identified.



Licensee agrees to comply with the laws and regulations applicable to the processing of personal data in the country where they are collected, to the extent such laws and regulations apply to Licensee. To this end, the Licensee shall be responsible for carrying out all mandatory reporting and/or consent requirements.

Licensee agrees, unless a separate data processing agreement has been signed by the Parties, that the Service shall not be used to process sensitive or special categories of personal data, especially personal data of a medical nature or pertaining to health conditions. The Licensee also agrees that the Licensee will not include credit card information, bank account numbers, social security numbers or national insurance numbers in plain text.

Subject to the terms and conditions set forth in 4.1.5.3 above, within the Quadient Impress Portal, any item, Document or the Licensee Data is deleted automatically one (1) year after upload to the portal. Within the Quadient Impress Automate Service, Licensee Data is deleted automatically ninety (90) days after production of an output file or after the upload of an input file. Within the Quadient Impress Distribute Service, Licensee Data is deleted automatically after three (3) months from the date of upload to the portal, unless the retention period is extended by the Licensee in the account settings (it is possible to extend the retention period up to eleven (11) years after upload to the portal).

Licensee is hereby also informed that the Licensee Data, including personal data, that the Licensee transfers to QUADIENT when using the Service may, depending on the geographical location of End Users, cross borders as they are routed to the servers that host the Service and store the Licensee Data. Licensee undertakes to inform the relevant personal data owners and data subjects, and to obtain any required prior consent.

4.2 Payment Terms

By purchasing any Services that are sold hereunder, Licensee acknowledges that the Service(s) have an initial and recurring annual Subscription Fee (the “Subscription Fee”). QUADIENT reserves the right to make changes to the Services and/or Subscriptions at any time including, but not limited to, the right to add to the Services and/or Subscriptions offerings. Customer acknowledges that its current Subscription may not include access to or functionality of all areas of the Subscription, and that Customer may have to pay additional fees for access to or use of these added products.

Licensee shall be responsible for payment of Licensee’s actual Usage, measured and calculated basis the terms and conditions set forth in the applicable Usage Schedule, in addition to the Subscription Fee as set forth above and in the applicable Ordering Document. QUADIENT may introduce access to new technologies, functionality, or services (collectively, “Features”) that Licensee may use for an additional Fee. Licensee is responsible for paying any associated Usage Fees for any Features used by Licensee during the Term. Customer may monitor its usage as well as associated Usage Fees as set forth in the associated Usage Schedule Customer shall use the Services (including Features) at Customer’s sole risk, and Customer shall bear any and all responsibilities for its actions and use, including payment of any applicable Usage Fees, carried out under and that results from the Customer’s use of the Services. The Parties agree that any dispute between the Parties as to the Usage shall be finally determined utilizing the information provided by the Quadient Impress Platform.

Licensee may incur postage fees depending on its actual use (“Postage Fees”). Subscription Fees, Usage Fees and Postage Fees may be collectively referred to herein as “Fees”. The Fees for the Services are set forth herein and/or QUADIENT’s current valid price list and are subject to change. Customer agrees to pay all Fees as invoiced by QUADIENT. Except as otherwise specified herein or in an invoice, (i) Fees are quoted and payable in United States dollars (ii) Subscription Fees are based on annual periods that begin on the subscription start date and thereafter on each annual anniversary thereof and are calculated basis Customer’s election of the Subscription(s) indicated in the order document; (iii) Usage Fees based on Customer’s actual usage/consumption; (iv) Postage



Fees shall be based upon Customer's actual usage/consumption. For purposes of clarity, Usage Fees and Postage Fees, as set forth in (iii)-(iv) above may be periodically submitted without further authorization from Customer and Customer shall pay QUADIENT for such Usage Fees and Postage Fees as invoiced by QUADIENT. QUADIENT shall be entitled to an immediate adjustment to the Usage Fees and Postage Fees at any time and in its sole discretion. QUADIENT's current list price for Usage Fees is available at www.quadient.com/impressusages. Customer's payment obligations pursuant to the Agreement are non-cancelable and Fees paid are non-refundable.

Subscription Fees shall be invoiced annually in advance of the Term and shall be paid by Customer within thirty (30) days of Customer's receipt of QUADIENT's invoice. QUADIENT may increase the cost of the Subscription Fees not more than once per calendar year. Customer is responsible for paying all fees applicable to the Subscription to the Services, whether or not Customer actively used, accessed or otherwise benefited from the Service and/or Subscription.

Usage Fees and Postage Fees shall be invoiced monthly in arrears and shall be based upon actual usage. Invoices for Usage Fees and Postage fees shall be paid by Customer within thirty (30) days of Customer's receipt of QUADIENT's invoice.

In case of returned direct debits or unpaid checks, the Customer shall reimburse QUADIENT for the costs incurred to the extent that the Customer was responsible for the event giving rise to these costs. Further claims and rights to which QUADIENT may be entitled in this respect shall remain unaffected.

At any time before or during the Term, QUADIENT may require Customer to make a deposit or prepayment for Usage Fees and/or Postage Fees. QUADIENT may apply deposits, payments, or prepayments in any order to any amounts Customer may owe to QUADIENT on any account. Any deposit is refundable and will be applied as a credit to Customer's account along with interest as may be required by law.

Unless explicitly stated otherwise, all Fees are quoted exclusive of taxes, including but not limited to, the statutory value-added tax (VAT) applicable at the time.

4.3 Export Rules

Licensee agrees that the Service will not be accessed from, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other applicable export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Service or any part thereof is identified as an export controlled item under the Export Laws, Licensee represents and warrants, not to be a citizen, or otherwise located within, an embargoed nation (please always check the actual US Export Administration Regulation Website) and not otherwise to be prohibited under the Export Laws from accessing the Service or receiving the Software. All rights to use the Software or Service are granted on condition that such rights are forfeited if Licensee fails to comply with the terms of the Agreement.

4.4 Appropriate Use

4.4.1 Customer shall not (i) use any Service to violate applicable laws; (ii) send, use or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortuous material, including any spam, material harmful to children or in violation of third-party rights; (iii) send, use or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with



or disrupt the integrity or performance of the Services or the data contained therein; (v) commit any act that is detrimental to the good name and standing of QUADIENT; or (vi) attempt to gain unauthorized access to a Service or its related systems or networks.

Licensee undertakes to comply (i) with all applicable laws (federal, country or otherwise) that govern marketing communications or email, including without limitation, the US CAN-SPAM Act of 2003 and all other applicable unsolicited communication and anti-spam laws and regulations. Licensee acknowledges that Licensee has been informed that in the event of breach of the provisions of the anti-spam stipulations therein, in particular if e-mails are sent to recipients who did not specifically ask to receive such e-mails or if we receive an unusual number of complaints, QUADIENT shall be entitled to suspend the Licensee's account(s), in which case the Licensee shall not be entitled to claim any refund or compensation. Some internet service providers ("ISP") may suspend the routing of e-mails from certain addresses if they detect or suspect any dishonest or illegal behavior ("blacklisting"). If Licensee's account is blacklisted by an ISP, QUADIENT shall use commercially reasonable efforts to attempt to reestablish communication with such ISP as soon as possible. Licensee agrees to pay for services QUADIENT may be required to perform for this purpose, if so agreed upon prior in writing.

4.4.2 [Reserved]

4.4.3 Licensee shall be liable and responsible for any acts and omissions of the Authorized Users of the Services to the same extent Customer is liable and responsible for its own acts and omissions. Licensee is responsible for all activity that occurs via the Licensee's Service account. Licensee must notify Customer Support immediately if Licensee becomes aware of any unauthorized use of the Licensee's Service account. Licensee may not (a) share the Licensee's account information (except with an authorized account administrator) or (b) use another person's account. Licensee's account administrator may use the Licensee's account information to manage the Licensee's use and access to the Services.

Warranty, IP Indemnification and Liability

5.1 Limited Warranty

5.1.1 Provided that Licensee has paid the applicable license Fee, QUADIENT warrants during the subscription period, that (i) the Service will perform substantially in accordance with the relevant Documentation under normal use and circumstances (and that there will be no material diminishment of the Service as it exists on the Effective Date of the Agreement for such Services); and (ii) it will use industry best practices to ensure that the Services provided to Customer do not contain any disabling devices, viruses, Trojan horses, trap doors, back doors, Easter eggs, time bombs, cancelbots, or other computer programming routines



designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any other software or data.

QUADIENT's sole obligations under the warranty set forth in this Section 5.1.1 shall be for QUADIENT to correct or by-pass the non-conformity or, if QUADIENT is unable to correct or by-pass the non-conformity within ninety (90) days after Customer's written notice, the Customer may terminate the applicable subscription and receive a refund of prepaid unused fees.

- 5.1.2 QUADIENT and its suppliers provide no remedies or warranties, whether express or implied for the non-GA Release Service. Furthermore, the Service is provided "as is" with express disclaimer of any warranty other than set out herein.
- 5.1.3 No oral or written information or advice given by QUADIENT, its suppliers and resellers or employees outside of a written agreement shall create a warranty for QUADIENT or in any way increase the scope of any warranty provided herein.
- 5.1.4 QUADIENT may make changes to this Agreement from time to time including introducing access to new technologies, functionality, or services that Customer may use for an additional Fee. QUADIENT reserves the right to make changes, modifications and enhancements to the Services and associated Fees from time to time. In the event the change or modification is to documented functionality, and is material to the function or operation of the Services (a "Material Change"), QUADIENT shall use reasonable commercial efforts to provide Customer with prior prompt written notice of any Material Change prior to implementation of such Material Change (unless such is required to rectify an urgent system issue) which shall be communicated directly to Customer by email or otherwise through QUADIENT normal communication channels such as via QUADIENT's release information portal. If You do not agree with any changes made to the Service by QUADIENT, you may terminate the Service.
- 5.1.5 Except as set forth in this section 5 of the EULA, QUADIENT disclaims all other warranties and representations, whether expressed, implied or otherwise, including the warranties of merchantability or fitness for a particular purpose. Also, there is no warranty of non-infringement of third-party intellectual property rights and title for the Third-Party Software or Third-Party Services and Open Source components of the Services.
- 5.1.6 Where some jurisdictions do not allow the exclusion of certain implied warranties, the exclusion of QUADIENT's warranty in this limited warranty section shall apply to the fullest extent permitted by applicable law.
- 5.1.7 QUADIENT's Services may be subject to limitations, delays, and other problems external to QUADIENT and inherent in the use of the internet and electronic communications. Notwithstanding the foregoing, QUADIENT shall use reasonable and industry best practices standard technical means to reduce and limit the impacts of such problems, but QUADIENT disclaims any and all responsibility for delays, delivery failures, or other damage resulting from such problems.

5.2 Sole and Exclusive Remedy

- 5.2.1 To the extent permitted under mandatory applicable law, Licensee's exclusive remedy for any breach of this Limited Warranty is as set forth in this section. Except for any refund according to this section 5 as elected by QUADIENT, Licensee shall not be entitled to any damages including but not limited to consequential damages if the Service does not meet this Limited Warranty, and to the maximum extent allowed by applicable law, even if any remedy fails in its essential purpose.



5.2.2 QUADIENT shall have no responsibility if failure of the Service has resulted from failure in the networking service, misconfiguration, accident, abuse, misapplication, abnormal use, a virus or if the failure arises out of use of the Service with other than a recommended hardware or software configuration. Any misuse by the End User of the Service will void the warranty.

5.2.3 Please note that this remedy is the sole and exclusive remedy available to Licensee for breach of express or implied warranties with respect to the Service and related Documentation.

5.3 Intellectual Property Indemnification

5.3.1 QUADIENT will defend, at its own expense, and hold Licensee harmless against any legal action brought against Licensee based on a claim that the Service or Software infringes an Intellectual Property Right of a third party, and QUADIENT will pay any final judgment against Licensee in any such action attributable to any such claim or incurred by Licensee through settlement of such claim.

5.3.2 Any and all claims with respect to any of the Open Source Software, Third-Party Software or Service components shall be subject to their respective license agreements, and QUADIENT disclaims any and all liability with respect to those software programs or components, including but not limited to, any claims of Intellectual Property Right infringement.

5.3.3 Should the Service or any part thereof become, or in QUADIENT's opinion be likely to become, the subject of any such infringement claim, Licensee shall permit QUADIENT, at QUADIENT's option and expense, to (i) procure for Licensee the right to continue using the Service, or (ii) replace or modify the Service so that it becomes non-infringing and maintains the same functionality or (iii) terminate the right to use the Service, upon which termination Licensee agrees to promptly destroy all copies of the Service and certify the same to QUADIENT, whereupon QUADIENT will refund Licensee's Fees for the Service pro-rata up to one-hundred (100%) percent of the total amount of the Licensee's paid Fees for the Services in the prior twelve (12) months.

5.3.4 However, all such defense and payments of final judgment are subject to the conditions that Licensee must: (i) notify QUADIENT promptly in writing of such claim, (ii) subject to the written approval of Licensee, permit QUADIENT to have sole control of the defense, compromise or settlement of such claim, including any appeals, and (iii) reasonably cooperate with QUADIENT in the defense or settlement of such claim. QUADIENT will pay those costs, damages or reasonable attorney's fees incurred by Licensee in connection with such action or claim but shall only pay Licensee's legal fees which were incurred by Licensee after Licensee gave QUADIENT notice of the claim and before QUADIENT assumed control of the defense.

5.3.5 QUADIENT shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Service supplied under the Agreement with any product, device, or software not supplied by QUADIENT to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Customer of the Service, or (iii) QUADIENT's compliance with Customer's designs, specifications, requests, or instructions pursuant to an engagement with QUADIENT relating to the Service to the extent the claim of infringement is based on the foregoing.

5.3.6 THE FOREGOING IS QUADIENT'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION.



5.4 Limitation of Liability

5.4.1 IN ANY CASE, THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, QUADIENT'S ENTIRE LIABILITY AND INDEMNITY UNDER ANY PROVISION OF THE AGREEMENT FOR ANY CLAIM OR LEGAL ACTION IRRESPECTIVE OF ITS NATURE, SHALL NOT EXCEED IN AGGREGATE THE SUM OF THE FEES PAID TO LICENSOR FOR THE RESPECTIVE SERVICE GIVING RISE TO SUCH CLAIMS OR DAMAGES IN THE LAST TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM MADE, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, WITH THE EXCEPTION OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF QUADIENT AND TO THE EXTENT APPLICABLE LAW PROHIBITS THE LIMITATION OF DAMAGES IN SUCH CASES.

5.4.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL QUADIENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF OR THE INABILITY TO USE THE SERVICE EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

Data Protection and Security

6.1 QUADIENT does not own any Licensee Data. Licensee, not QUADIENT, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Licensee Data, and QUADIENT shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of Licensee Data. QUADIENT's use of Licensee Data shall be limited to the purpose of providing the Service to the Customer and for QUADIENT to meet its contractual obligations hereunder. QUADIENT shall have no obligation to retain Licensee Data, and will automatically delete Licensee Data to ensure minimization and data storage limitations in the services as follows:

Quadiant Impress Automate and/or Quadiant Impress Dispatch:

- ninety (90) days after production of an output file or after the upload of an input file.

Quadiant Impress Portal:

- deletion of any items older than one (1) year after upload.

Quadiant Distribute:

- Deletion after three (3) months from the date of upload to Distribute, unless the retention period is extended by the Licensee in the account settings

Upon the effective date of termination and/or expiration of the Agreement, Customer shall ensure timely extraction or backup of all Licensee Data. QUADIENT will delete all Licensee Data after ninety (90) days following termination of the Customer account and/or the Agreement.

6.2 Customer acknowledges that any Licensee Data, including Documents and personal data of End Users of the Services may be stored on servers set up in the United States of America in order to prevent a platform failure. These servers are operated by Microsoft under the terms and conditions of the Azure platform attached as Attachment 1.



Please note that Microsoft publicly commits to adherence to the GDPR and the EU Model Clauses for their online service.

Delivery of the Licensee's email in the Quadient Impress Automate and Quadient Impress Platform is undertaken as a Third-Party Service by the Service Provider Sparkpost (US) and, likewise of the Licensee's SMS in the Quadient Impress Distribute by the Service Provider MessageMedia (AUS)

All Service Providers have confirmed adherence to the EU Privacy legislation and where required for onward transfer, also the EU Model Clauses.

You can access their privacy policies at:

Microsoft: privacy.microsoft.com/en-us/privacystatement

Sparkpost: <https://www.sparkpost.com/policies#page-tabs-11>

MessageMedia: messagemedia.com/au/legal/privacy-policy/ and messagemedia.com/au/legal/gdpr/

- 6.3 QUADIENT will not access, view, or listen to any of Licensee Data or content, except as reasonably necessary to perform the Services. Actions reasonably necessary to perform the Services may include (but are not limited to) (a) responding to support requests and ensuring encryption or other appropriate technical measures; (b) detecting, preventing, or otherwise addressing fraud, security, unlawful, or technical issues; (c) when it is required by law (such as when we receive a valid subpoena or search warrant); (d) when we, in our discretion, think it is necessary to protect the rights, property, or personal safety of us, our users, or the public and (e) for enforcing these terms and our contractual rights and obligations.
- 6.4 Except as otherwise set forth in the Agreement, Customer has agreed that the Services may be used to process sensitive or special categories of personal data, especially personal data of a medical nature or pertaining to health conditions, credit card information, bank account numbers, social security numbers or national insurance numbers in plain text and that the Customer Data, including personal data, that may, depending on the geographical location of the Customer's End Users, cross borders as they are routed to the servers that host the Services and therefore the Customer undertakes to inform the relevant personal data owners and data subjects, and to obtain any required prior consent. If Customer requires an Art. 28 Processor Agreement under the European GDPR, including the EU Model Clauses as set forth, Customer shall download the Data Processing Addendum for Impress Cloud Services Non-US (from www.quadient.com/eula) and send the completed form for final review and signature to QUADIENT CXM AG, Oberer Gansbach 1, CH-9050 Appenzell, Switzerland.
- 6.4 In the event that the Agreement includes DocuWare Cloud Services under section 2.1 of this EULA, the Customer also agrees to the DocuWare Special Terms and Conditions (including the Service Provider's Rights to Customer Provided Data and Documents).
- 6.5 In the event that the Agreement includes DocuSign Services, the following data protection agreement shall apply: www.docusign.com/company/terms-and-conditions/schedule-docusign-signature/attachment-data-protection
- 6.6 For the Impress Distribute Service, additional terms and conditions may apply as defined in the individual Ordering Document and/or License Schedule, depending on local postal offers and mail production center capabilities of the respective PSP in the respective countries.



Mutual Confidentiality

7.1 Each party acknowledges and agrees that any and all proprietary information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”) labelled as “confidential” or which a reasonable person would know constitutes proprietary information, including but not limited to, business plans, financial reports, customer lists and other Licensee Data or customer or subcontractors’ information (including in particular the DocuWare Cloud-Services referred to in section 2.1 or the DocuSign Services referred to in section 2.2. above), descriptions of manufacturing processes, product development and marketing plans emanating from the other party’s business in any form and the terms and conditions of this EULA or the applicable Ordering Document and Usage Schedule (including pricing) shall be “Confidential Information”, and each party agrees that it will not, during or after the term of the Agreement, permit the duplication, use, or disclosure of any such Confidential Information to any person (other than an employee, agent or representative of the other party who must have such information for the performance of its obligations hereunder or in the execution of the duties of his or her employment), unless such duplication, use or disclosure is specifically authorized by the other party in writing. Customer agrees that Licensor shall expressly be entitled to disclose Confidential Information provided by Customer to QUADIENT, QUADIENT’s employees, agents or representatives as well as to its parent companies and QUADIENT Affiliates. Such aforesaid disclosure shall always be confined to the extent that it is reasonably required in order to fulfill Licensor’s obligations under the Agreement.

Neither party shall be in breach of this EULA by reason only of disclosing Confidential Information or Licensee Data which the party is required to disclose by laws or regulations or upon lawful request of any Authority. A party that is required to disclose Confidential Information in these circumstances shall give the other party as much prior written notice of the disclosure as possible (provided that it is not prohibited from doing so) to allow the other party an opportunity to take such steps as are available to it to control or prevent the disclosure.

Each party shall be entitled to disclose Confidential Information or Licensee Data to an Authority without notifying the other party, if the Authority has requested or directed that the other party is not notified or informed of the disclosure.

Term and Termination

- 8.1 The term of the Agreement shall commence on the effective date set forth in the Ordering Document (the “Effective Date”) and shall be in force for a term of twelve (12) months (the “Initial Term”). The Initial Term shall be automatically renewed for further periods of one (1) year (“Renewal Term”) at QUADIENT’s then current rates or as otherwise agreed to in the Agreement. If you sign up via web-portal, it shall be effective upon Your acceptance of the Agreement via click.
- 8.2 Either party may terminate for convenience the Agreement at the end of any Term by giving written notice to the other party ninety (90) days prior to the end of such Term. Any and all Fees owed to QUADIENT are due and payable upon the termination taking effect.
- 8.3 Either party may terminate the Agreement if the other party breaches any material term of the Agreement and fails to cure such breach within ten (10) days after delivery of notice of such breach. If Customer



terminates the Agreement pursuant to this section 8.3, any prepaid and unused Subscription Fees, shall be refunded to the Customer pro-rata.

- 8.4 In addition to any other rights granted to QUADIENT herein, QUADIENT reserves the right to suspend any User Account immediately, and/or terminate the Agreement and Customer's access to the Service if Customer's account becomes delinquent and this status is uncured for a period of forty-eight (48) hours.
- 8.5 Upon termination of a subscription, Customer must immediately uninstall and delete any component or access to the Service, and destroy all accompanying Documentation and all copies thereof (including copies stored in computer memory). QUADIENT, at its sole option, may request Customer to destroy all such items and provide written certification of such destruction to QUADIENT.
- 8.6 Any provisions contained herein which, by their nature, are intended to survive the termination and/or expiration of the Agreement, shall so survive the termination and/or expiration of this Agreement.

Miscellaneous

- 9.1 Nothing in the Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
- 9.2 In the event that any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement remain in full force and effect.
- 9.3 Customer agrees to comply with all applicable export and import laws and regulations, including the US Export Regulations.
- 9.4 Customer agrees to allow QUADIENT and its Affiliates to store and use Customer's contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors and business partners of QUADIENT for uses consistent with their collective business activities, including communicating with You (for example, for processing orders, for promotions, and for market research).
- 9.5 Customer may not assign the Agreement to any third party except upon QUADIENT's prior written consent, which shall not be withheld unreasonably. Any purported assignment in violation of this section shall be void.
- 9.6 The terms of this EULA, the Ordering Document and the Usage Schedule, such Statement of Services are intended to be complimentary and work together to form a cohesive Agreement. Notwithstanding the foregoing, in the case of an express conflict between the terms of this EULA, the Ordering Document and the Usage Schedule, the parties shall look first to the terms of the Usage Schedule, then to the terms of the Ordering Document, and finally to the terms of this EULA unless otherwise expressly agreed upon by the parties in writing.
- 9.7 QUADIENT may include Customer's name(s) and logo(s) on QUADIENT's Customer Lists. QUADIENT may refer to Customer's use of the Services in its marketing and promotional materials and on its websites as well as in discussions with QUADIENT customers, prospective customers, and industry analysts.
- 9.8 The Agreement, including this EULA, the Ordering Document and the Usage Schedule, states the entire agreement between the parties on this subject and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter. This Agreement contains all of QUADIENT's and Customer's agreements, warranties, understandings, conditions, covenants, and representations with



respect to the subject matter. Neither Customer nor QUADIENT shall be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. No provision or ambiguity shall be strictly construed against any Party by virtue of having drafted or prepared the same. Except as otherwise provided in Section 5.1.4, no amendment or modification of this Agreement shall be made except by a writing signed by both parties.

Governing Law and Legal Venue

10.1 The Agreement is construed under the laws of the State of Alabama, excluding provisions on conflict of laws and also expressly excluding: (i) the U.N. Convention of Contracts for the Sale of International Goods, and (ii) the Uniform Commercial Code of the State of Alabama or any other state that could otherwise apply to the Agreement. If any provision hereof is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

Definitions

The following terms used in the Agreement shall have the following meaning:

- **“Affiliate”** means an entity owned by, owning to or under common ownership with either party, whereby ownership shall be defined as holding a financial interest of at least fifty-one (51%) percent of shares or capital;
- **“Authority”** means an official public authority including regulatory and data protection authority in any affected jurisdiction;
- **“Authorized Users”** means those individuals who are employed or otherwise working for Licensee to the extent such individuals are specifically identified by Licensee when configuring the Impress and/or DocuWare Cloud-Services;
- **“Click”** is defined as an equivalent to an A4 page output per communication channel;
- **“Customer”** means the Licensee and may be used synonymously;
- **“Document”** means any incoming and outgoing document (e.g. letter, fax, invoice or sales order) submitted to QUADIENT via a secure Internet connection for processing, delivery to a recipient and/or electronic archiving;
- **“Documentation”** means any published documentation provided by QUADIENT in any form, related to the Service including any specification, user manuals, system manuals, operating manuals, programming manuals, physical planning guides and set up or installation guides, if available;
- **“DocuSign”** means the DocuSign products and/or service set forth in the applicable Usage Schedule including documentation and updates and upgrades;



- **“DocuWare Cloud-Services”** means cloud-based document management, applications including local software application programs provided by Service Provider and accessible as part of the DocuWare Cloud-Services (“Local Application Programs”), storage space, computing capacity and other cloud-based services;
- **“End User”** means any person, program, process, product, or hardware which uses any functionality of the Program; it shall also mean Licensee’s employees, representatives, consultants, contractors or agents who are authorized to use the Program under a valid License and have been supplied user identifications and passwords by Licensee (or by QUADIENT at Licensee’s request);
- **“Envelope”** means a physical envelope in the sized and at the prices set forth in the Ordering Document and/or Usage Schedule;
- **“EU Model Clauses”** means the standard contractual clauses annexed to the EU Commission Decision 2010/87/EU dated February 5, 2010 for the Transfer of Personal Data to Processors established in Third Countries under the EU Directive 95/46/EC;
- **“Fees”** means, collectively, the Subscription Fee, Usage Fees and Postage Fees and charges as specified in the applicable Ordering Document and Usage Schedule and as set forth in QUADIENT’s invoice to Customer;
- **“GA Release”** means the generally available released version of Quadient Impress Cloud Services (excluding earlier Versions, Custom Versions, Trial Versions, Test Versions and Code Samples);
- **“GDPR”** means Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons (data subjects) with regard to the processing of personal data and on the free movement of such data (and repealing Directive 95/46/EC).
- **“Intellectual Property Rights”** means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;
- **“Licensee”** means Customer or End User authorized to use the Service under a valid and paid License for Customer internal business use and not for distribution or resale;
- **“Licensee Data”** means any data, information or material, including personal data and content that Customer or Customer’s Users, employees, subscribers or partners may disclose or submit to QUADIENT or upload to the Service in the course of using the Service, in particular the content of emails, notices, communications, surveys and newsletters sent by the Licensee through the Service, including if such content is provided by a third party or by QUADIENT as part of a template, such as an SMTP relay or via the routing of an entire infrastructure;
- **“Usage Schedule”** means an individually agreed and duly signed commercial agreement between the Licensee and a QUADIENT Affiliate or authorized reseller or distributor that expressly includes this Impress (including Distribute) Cloud EULA by reference and contains the commercial details of the Software or Service Subscriptions. The Usage Schedule may be this commercial agreement in itself or an integrated part thereof;
- **“Open Source License Terms”** means the license terms applicable to Open Source Software components included in the QUADIENT software program and listed at: www.quadient.com/resources/open-source-licenses;
- **“Open Source Software”** means Third-Party Software available without charge for use, modification or distribution as licensed under a separate open source software license;
- **“PSP Services”** means certain services offered the Quadient Impress Distribute, in particular, printing, folding/inserting and mailing the Licensee’s documents sent on the Quadient Impress Distribute to the respective Customer’s recipients;
- **“Quadient Impress Automate”** means the Software program formerly known as OMS 500;



- **“Quadiant Impress Distribute”** means a new Software cloud-based solution which eliminates the hassle of mail preparation and delivery of customer communication by enabling the Licensee to upload documents to QUADIENT production facility that will send it through SMS or mail through the Service Providers and includes a powerful archiving functionality;
- **“Quadiant Impress Portal”** means a personalized digital delivery channel, that provides digital delivery of customer communications through a dedicated, branded web portal;
- **“Quadiant Impress Cloud Service(s)”** or **“Service(s)”** means QUADIENT's online Services including Service Provider services as described in the relevant product data sheet(s);
- **“Service Provider”** means the Licensor's subcontractors for the Quadiant Impress Cloud Services, such as Microsoft Corporation and Sparkpost, – if opted into Quadiant Impress Automate – also DocuWare and/or DocuSign Inc. if opted into Quadiant Impress Distribute- also the applicable Print Service Provider as set out in the Usage Schedule;
- **“Software”** means the QUADIENT software components as supplied by QUADIENT or its authorized resellers, and associated media, printed materials, and online or electronic Documentation;
- **“Subscription”** means the use rights for the Services granted to the Customer under the Agreement;
- **“Third-Party Software”** or **“Third-Party Services”** means services or components provided by third parties, such as the Service Providers' services, including but not limited to print services providers (“PSP”), as well as Open Source Software etc., including any upgrades, modified versions, updates, additions, and copies or documentation thereof;
- **“Trial Version”** or **“Test Version”** means a version of the QUADIENT Program, so identified, to be used only to review and evaluate the Program for a specific time period as determined by QUADIENT.



Exhibit A:

1. POSTAL MAIL SERVICE

a. Generally. "Mail Service" refers to the service for producing paper versions of Documents, together with the enveloping, application of postage, and sending of domestic and international mail.

b. Billing of Postage. Domestic and International postage costs will be billed at the lowest rate available to Service subscribers.

c. Usage Fees. Usage Fees shall be invoiced at the rate provided in applicable Usage Schedule. The Usage Fee is billed for each page sent. Address-bearing cover pages or blank pages sent as pages to be printed shall be billed at the price of a page.

d. Mail Classes. Service can only be used for First-Class Mail service and Certified Mail with Return Receipt.

e. Post Date. Delivery: For first class mail, all mail received before 9:00 P.M. (PST) on a Business Day, will be sent out by mail the Next Business Day. Mail received at or after 9:01 P.M. (PST) will be sent out by mail the Second Business Day after receipt.

f. Daily Maximum Production. A maximum of 10,000 pages per day can be produced by Customer.

2. TEXT SERVICE

a. Text is limited to 160 characters per message. QUADIENT is not responsible for recipients failing to receive Text messages on account of telecom operators, absence of network coverage or full SIM cards.

3. ELECTRONIC DOCUMENT STORAGE SERVICE

a. Generally. "Storage Service" refers to the service for preserving Documents in electronic form for the purposes of filing and online consultation at a later date, for periods chosen by the Customer (from 1 to 11 years).

b. The Customer shall choose the length of the storage period when submitting the Document for storage. Once chosen, this period cannot be changed, even in the event of severance or end of contractual relations with QUADIENT.

c. Billing of the Storage Service. Storage costs are billed per document, per 200 Kb increment. Any increment commenced is billed on an indivisible basis. In case of an option to add an electronic signature, a minimum weight of 50 Kb shall be added to the weight of the Document. Storage costs are billed for the storage period chosen when submitting the Document for storage. Storage costs include online consultation of stored Documents in their initial format throughout the storage period.



Attachment 1 DocuWare Special Terms and Conditions

If Licensee opts to make use of the DocuWare Cloud-Services, the following terms and conditions apply to Licensee and all Authorized Users:

1. DocuWare Restrictions to the Authorized User's Rights

- 1.1 The Authorized User may receive local application programs for the DocuWare Cloud-Services. Authorized Users may use such local software application programs provided by Service Provider and accessible as part of the DocuWare Cloud-Services ("Local Application Programs") solely for the purposes of using the DocuWare Cloud-Services. For the term of the Agreement the Authorized User shall have the revocable, non-exclusive, non-sublicensable, non-transferable right:
 - (i) to install such Local Application Programs on hardware devices operated and controlled by Licensee; and
 - (ii) to use such Local Application Programs for the purpose of using the DocuWare Cloud-Services in compliance with the online-support-documentation available as part of the DocuWareCloud-Services.
- 1.2 Neither Licensee nor any Authorized User is permitted to: (i) modify, copy, create derivative works decompile or reverse-engineer the DocuWare Cloud-Services or Local Application Programs other than as expressly permitted by applicable statute to permit interoperability and then only after notice to Service Provider; (ii) frame or mirror any content forming part of the DocuWare Cloud-Services; or (iii) access the DocuWare Cloud-Services in order to (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of the DocuWare Cloud-Services.
- 1.3 The DocuWare Cloud-Services and the Local Application Programs referred to under this Exhibit may be used by Authorized Users for Licensee's internal business purposes only. Except as set forth in the Agreement (License Grant), neither the Licensee nor the Authorized User shall (i) have a right to license, sublicense, transfer, sell, resell, rent, lease, distribute, time share, assign share or otherwise commercially exploit or make the DocuWare Cloud-Services available to any third party, other than to Authorized Users or as otherwise expressly contemplated by the Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, trojan horses or other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the DocuWare Cloud-Services or the data contained therein; (vi) attempt to gain unauthorized access to the DocuWare Cloud-Services or related systems or networks; (vii) access the DocuWare Cloud-Services if Licensee is a direct competitor of DocuWare; or (viii) access the DocuWare Cloud-Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.
- 1.4 Service Provider will exercise reasonable efforts to provide a ninety-nine and a half (99.5%) percent availability of the DocuWare Cloud-Services per calendar year, excluding any Downtime. "Downtime" shall mean unscheduled downtime of the DocuWare Cloud-Services caused by emergencies or Force Majeure



Events (as defined below) and downtime due to scheduled maintenance activities of the DocuWare Cloud-Services (“Scheduled Maintenance”). Service Provider will use reasonable efforts to limit any downtime due to Scheduled Maintenance to four (4) times per year for up to eight (8) hours each, and to notify by way of e-mail or via the DocuWare website with a notice period of at least five (5) calendar days. “Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of the party affected (including, but not limited to power failures, industrial disputes affecting any third party, changes to the law, natural disasters, epidemics, explosions, fires, floods, riots, terrorist attacks and wars).

- 1.5 The Licensee will install and configure DocuWare Cloud-Services in a way which avoids any excessive utilization of the DocuWare systems. In this case the Licensee will be informed hereof and the Service Provider reserves all rights resulting from such breach.
- 1.6 The use of the DocuWare Cloud-Services requires Internet access and computing facilities with the system requirements identified in the technical documentation available at www.docuware.com/cloud for the relevant DocuWare Cloud-Services. Licensee is aware and accepts that such requirements may during the term of the Agreement be changed from time to time, and Service Provider shall use reasonable efforts to provide at least four (4) weeks’ notice of any such changes. Licensee is responsible for all activities that occur in Authorized User accounts and for Authorized Users’ compliance with the Agreement. Service Provider is not responsible for determining the requirements of laws applicable to Licensee’s business, including those relating to DocuWare Cloud-Services that Licensee acquires under the Agreement, or Service Provider’s provision of or Licensee’s receipt of a particular DocuWare Cloud-Services under the Agreement meets the requirements of such laws.

2. Service Provider’s Rights to Licensee Provided Data and Documents

- 2.1 Licensee hereby grants Service Provider free of any charges the right to copy, store, modify, alter, archive or otherwise use any data and documents provided by Licensee and Authorized User when utilizing the DocuWare Cloud-Services, including corresponding “have used” rights for DocuWare and DocuWare’s subcontractors, provided such subcontractors are subject to confidentiality and restricted use obligations similar to those under the Agreement. The Authorized User hereby represents, warrants and covenants to have been effectively granted all necessary rights by its customers, users and all affected third parties which are necessary for using the DocuWare Cloud-Services.
- 2.2 Service Provider shall process personal data within the DocuWare Cloud-Services only subject to Licensee’s commission and instructions as per Section 5 below, the Data Protection Addendum agreed with Service Provider. The Licensee and each Authorized User shall ensure that the collection, forwarding and such processing of personal data fully comply with all applicable data privacy and protection laws.
- 2.3 Licensee shall be liable and responsible for any acts and omissions of the Authorized Users (as defined in this Exhibit) to the same extent Licensee is liable and responsible for its own acts and omissions.
- 2.4 The Licensee and the Authorized User shall immediately notify Service Provider of any loss of any access codes and/or of any use of the DocuWare Cloud-Services being not compliant with the terms of this Exhibit.



3. Maintenance and Support

- 3.1 DocuWare software products are only offered including maintenance and support. DocuWare maintenance and support are sold in the form of a subscription respectively (the “Subscriptions”). Each Subscription is individual to the QUADIENT’s system and covers only the products issued for that system.
 - 3.2 Under the mandatory maintenance, the Licensee will automatically receive all fixes, patches, updates and upgrades to the DocuWare software products initially purchased or subsequently added though QUADIENT Subscription.
 - 3.3 The Licensee is not allowed to contact DocuWare support. The Licensee must contact QUADIENT for first level support via the hotline. For second and third levels support, the Licensee must provide all issue information to enable QUADIENT to reproduce the issue (standard support procedure).
 - 3.4 Unless otherwise set forth in the applicable Usage Scheduled, the Services are automatically renewed at the end of each term for an additional 12 months at QUADIENT’s then current rates if they are not cancelled by the Licensee or QUADIENT via written notice, a minimum of 90 days before the conclusion of the term.
 - 3.5 Unless the automatic renewal is cancelled as set out in the EULA, the Licensee shall be responsible for payment of the QUADIENT’s invoice including DocuWare Services. DocuWare service including maintenance and support is charged one time and prorated beginning on the purchase date until the end of the current term. The Licensee will be invoiced by QUADIENT upon the effective renewal date.
 - 3.6 Reinstatement of expired or canceled Subscriptions is subject to a Reinstatement Fee, as outlined in the official DocuWare price list. Reinstatement is only possible if an Update or Upgrade has not been issued since the expiration date.
4. DocuWare has signed a Data Protection Addendum according to Art. 28 GDPR with QUADIENT.



Attachment 2 DocuSign Special Terms and Conditions

If Licensee opts to make use of the DocuSign Services, the following terms and conditions apply to Licensee and all Authorized Users:

1. QUADIENT has to ensure towards Service Provider DocuSign that any Customer to whom it Resells the DocuSign Services has agreed to be bound by the DocuSign Terms and Conditions for Reseller Customers, [attached as Attachment 2](#) . Upon request, QUADIENT will need to provide DocuSign with reasonable evidence that each Licensee has agreed to such terms.
If You use the DocuSign Services, You hereby acknowledge and agree to these Special Terms and Conditions in addition to the Impress Cloud EULA.

2. DocuSign Services

- 2.1 The Usage Schedule may not order DocuSign Services with a term that exceeds three years.
- 2.2 Licensees may only send Envelopes from within Quadient Impress Automate. Licensee acknowledges and agrees that they are subscribing to a limited-capability, limited-use license of the DocuSign Services that is only for use in conjunction with the Integrated Product.

3. Maintenance and Support

3.1 Tier 1, 2, and 3 Support Definitions

- Tier 1 includes basic customer service and support, such as providing general product, purchase information and responding to basic questions about product functions (such as logging in and basics about sending an envelope).
 - Tier 2 includes advanced product information and support, such as responding to Tier 1 calls that cannot be resolved or need additional assistance.
 - Tier 3 includes DocuSign Services customization, error and “bug” fixes and responses to other DocuSign Services product malfunctions, and all other technical support and service that cannot be resolved using Tier 1 or 2 support, or as otherwise mutually agreed upon by the parties in writing.
- 3.2 Once an issue is found, it should be reported to QUADIENT technical support team which is responsible for Tier 1 Support. The Licensee should send an error message including the date and approximate time the error took place (include time zone), what were the steps that resulted in the error, and any other relevant data. In any event, passwords should NOT be passed or included in data files.
 - 3.3 If the issue is not fixed, the Licensee must provide all issue information to enable QUADIENT to reproduce this for Tier 2 and 3, in particular where possible: (a) if there is an environmental problem such as invalid login/password/integrator key or missing information, (b) if the envelope was successfully created by going to the Manage Tab in the DocuSign Member Console and looking in the Sent folder, (c) allowing necessary steps to reproduce the error condition to capture all details from the logs about the envelope



creation and any error messages. If the issue is with DocuSign Connect publishing, ensure the credentials and configuration have not changed or reset to proper settings if necessary; (d) reviewing the connect logs, ensuring that logging is enabled for the Licensee's account.

- 3.4** Post Termination Service Continuity. In the event of expiration or termination of the DocuSign Services ("Expiration"), QUADIENT shall continue to provide its Service and support for the Licensee using Quadient Impress Automate as of the date of Expiration that have a subscription that continues beyond the Expiration (the "Service Continuity"), provided that the Service Continuity will only apply up to the termination or expiration of such Licensee subscription.

4. Data Protection Agreement

In the event that the Usage Schedule includes DocuSign Services, the following data protection agreement shall apply: www.docusign.com/company/terms-and-conditions/schedule-docusign-signature/attachment-data-protection

Microsoft Commercial Marketplace Terms of Use

These terms of use ("**Marketplace Terms**") govern your access to and use of Azure Marketplace, AppSource, and any Microsoft owned or operated online storefronts that point to offers cataloged by Azure Marketplace or AppSource (collectively, including any updates to or successor storefronts "**Commercial Marketplace**"). By utilizing the Commercial Marketplace, you accept these Marketplace Terms. Microsoft may update these Marketplace Terms at any time and will notify you of such changes by updating the last updated date. By continuing to use the Commercial Marketplace or an Offer after the changes become effective, you agree to the new terms. If you do not agree to the new terms, you must cease use of the Commercial Marketplace.

1. Scope

The Commercial Marketplace publishes listings for offers from third party publishers ("**Publishers**") and Microsoft, including: contact me offers, free trial offers, bring your own (BYOL) offers, transactable offers, and such other offer types that Microsoft enables (collectively, including any updates "**Offers**").

These Marketplace Terms only govern your use of the Commercial Marketplace, and the purchase and billing terms when Microsoft acts as an agent or reseller of transactable Publisher Offers in the Commercial Marketplace. Terms of use, licenses, and other applicable terms that apply to your acquisition and use of Publisher Offers are governed by separate terms between you and the Publisher ("**Publisher Terms**").

2. Accessing the Commercial Marketplace

(a) Restrictions. You may access and use the Commercial Marketplace for your personal and internal business purposes. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any data or information from the Commercial Marketplace absent Microsoft permission. Microsoft reserves all rights to the Commercial Marketplace not expressly granted by Microsoft; Microsoft and Publishers (as applicable) reserve all rights to the Offers not expressly granted, whether by implication, estoppel, or otherwise. You may not:

- (i)** circumvent or bypass any technological protection measures in or relating to the Commercial Marketplace or Offers;
 - (ii)** disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any software or other aspect of the Commercial Marketplace or Offers, except and only to the extent that applicable copyright law expressly permits doing so;
 - (iii)** publish, copy, rent, lease, sell, export, import, distribute, or lend the Commercial Marketplace or Offers; or
 - (iv)** enable access to the Commercial Marketplace or Offers by unauthorized third-party applications or otherwise in a manner intended to avoid incurring fees or to circumvent usage limits or quotas.
- (b) Microsoft Account.** You do not need a Microsoft account to access and browse the Commercial Marketplace. However, you will need a Microsoft account to purchase Offers.

(c) Throttling. We may limit the number of requests that you can make to the Commercial Marketplace to protect our system or to enforce reasonable limits on your use of the Commercial Marketplace. Additionally, Publishers may place restrictions on the number of requests that you can make to their services, which may be enforced by Microsoft (“**Specific Throttling**”). Specific Throttling limits may be displayed on the Publisher’s content detail page for which they apply. The Specific Throttling limits may be changed at any time, with or without notice.

3. Publisher Terms

(a) Generally.

(i) The Commercial Marketplace displays the Publisher of each Offer and the applicable Publisher Terms. Microsoft is not a party to and is not bound by any Publisher Terms. You are responsible for your dealings with Publishers.

(ii) A Publisher may provide their own Publisher Terms or leverage the [Standard Contract for Microsoft commercial marketplace](#) or the [Standard Application License Terms](#). Publisher Terms do not modify any of these Marketplace Terms. You should review the Publisher Terms (including privacy terms) before accessing any Publisher Offer. Microsoft does not license any intellectual property to you as part of any third party Offer and is not responsible or liable to you or others for information or services provided by any such Offer.

(b) BYOL Offers. Publishers may make certain Offers available on the condition that you have obtained, outside of the Commercial Marketplace, the rights necessary to use such Offers (“**Bring-Your-Own-License (BYOL) Offers**”). If you use any BYOL Offer, you are responsible for ensuring that you have sufficient rights to use the Offer.

(c) Support Obligations. You are responsible for confirming the Publisher’s support obligations for Publisher Offers. Microsoft is not responsible or liable in any way for supporting any Publisher Offer.

4. Purchasing and Billing

(a) Purchase of Microsoft Offers. The applicable pricing and payment terms of your customer agreement with Microsoft apply to your purchase of Offers published by Microsoft on the Commercial Marketplace, which can include the [Microsoft Customer Agreement](#) “pricing and payment” terms. Please consult the [Microsoft Azure Legal Information](#) for more information.

(b) Azure Prepayment. Unless indicated otherwise for a particular Offer, neither Microsoft subscription credits (such as free trial, MSDN, or Microsoft for Startups) nor Azure prepayment funds may be used to purchase Offers. Purchases of Offers on the Commercial Marketplace will be billed separately.

(c) Free Trials. If you take part in a free trial subscription for an Offer, you must cancel your subscription before the end of the trial period to avoid incurring charges. If you do not cancel your subscription by the end of free trial period, you will be charged for the Offer at the applicable purchase price. If you create multiple subscriptions to a free trial Offer, the trial period applicable to all such subscriptions will commence on the date that you create your first subscription, and, upon notice, all such subscriptions will convert to paid Offers thereafter.

(d) Suspension and Cancellation. We may suspend or cancel your access to the Commercial Marketplace, any Offers, and your Microsoft account for any of your violation of these Marketplace Terms. Suspension or cancellation of access for non-payment could result in a loss of your data.

(e) Price Changes. Prices of Offers may change during the term. You will be notified prior to any price increase going into effect. For more information, see [Price changes to marketplace products](#).

(f) Refunds. Purchases of Offers on the Commercial Marketplace may be eligible for refunds. For more information, see [Refund policies for Microsoft AppSource and Azure Marketplace](#).

5. Privacy and Data Protection

(a) Privacy on the Commercial Marketplace. Your privacy is important to us. Please read this Privacy and Data Protection section and the [Microsoft Privacy Statement](#) ("**Privacy Statement**"), as they explain the personal data Microsoft processes, how Microsoft processes personal data, and for what purpose.

(b) Information Disclosed to Publishers. If you purchase or use a Publisher's Offer, we may share with the Publisher of such Offer your contact information and details about the transaction and your usage. We will not share your Customer Data (defined below) with any Publisher without your permission. "**Customer Data**" means all data, including all texts, sound, video, or image files, and software, that are provided to Publishers (including Microsoft) by, or on behalf, of you through use of any Offer. You are solely responsible for the content of all Customer Data.

(c) Publisher Privacy Policies. Publishers are responsible for providing privacy statements that describe their privacy practices with respect to Customer Data collected by their Offers or any customer information that they receive from Microsoft. Unless indicated otherwise, Microsoft's privacy, security, and data location and data retention policies will not apply to any third party Offer or to Publishers' use of any Customer Data or other customer information.

(d) Your Disclosure of Customer Data. If you share Customer Data in public areas of the Offers, through features that permit public sharing of Customer Data, or in shared areas available to others, you agree that anyone with whom you have shared Customer Data may use, save, reproduce, distribute, display, and transmit that Customer Data freely. If you do not want others to have that ability, do not use the Offers to share your Customer Data.

6. Notices and Procedure for Making Claims of Intellectual Property Infringement

We respect the intellectual property rights of others. If you wish to send a notice of intellectual property infringement, including claims of copyright infringement, please use our procedures for submitting Notices of Infringement <https://www.microsoft.com/legal/intellectualproperty/infringement>. **ONLY INQUIRIES RELEVANT TO THIS PROCEDURE WILL RECEIVE A RESPONSE.** We use the processes set out in Title 17, United States Code, Section 512 to respond to notices of copyright infringement.

7. LINKS TO THIRD PARTY SITES

THE LINKS TO THIRD PARTY SITES WILL LET YOU LEAVE THE COMMERCIAL MARKETPLACE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF MICROSOFT AND MICROSOFT IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. MICROSOFT IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM

OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. MICROSOFT IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY MICROSOFT OF THE SITE.

8. NO WARRANTIES

MICROSOFT, AND OUR AFFILIATES, SUPPLIERS, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE COMMERCIAL MARKETPLACE AND OFFERS. YOU UNDERSTAND THAT USE OF THE COMMERCIAL MARKETPLACE AND OFFERS IS AT YOUR OWN RISK AND THAT WE PROVIDE THE COMMERCIAL MARKETPLACE ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." YOU BEAR THE ENTIRE RISK OF USING THE COMMERCIAL MARKETPLACE AND OFFERS. MICROSOFT DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE COMMERCIAL MARKETPLACE OR OFFERS. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT WITH RESPECT TO THE COMMERCIAL MARKETPLACE AND OFFERS. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE COMMERCIAL MARKETPLACE OR OFFERS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CUSTOMER DATA LOSS WON'T OCCUR.

9. Limitation of Liability

If Microsoft breaches these Marketplace Terms, or if you have any basis for recovering damages despite these Marketplace Terms' limitations, you agree that your exclusive remedy is to recover from Microsoft or any affiliates, suppliers, resellers, distributors, and vendors, direct damages up to \$5,000. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, YOU CAN'T RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything related to these Marketplace Terms, such as: (i) loss of Customer Data; (ii) any dispute with a Publisher, (iii) any virus affecting your use of any Offers; (iv) delays or failures in starting or completing transmissions or transactions; (v) claims for breach of contract, warranty, guarantee, or condition; (vi) strict liability, negligence, misrepresentation, omission, trespass, or other tort; (vii) violation of statute or regulation; or (viii) unjust enrichment. Some or all of these limitations or exclusions may not apply to you if your state, province, or country doesn't allow the exclusion or limitation of incidental, consequential, or other damages.

10. Offer Availability

The Commercial Marketplace, Offers, and other materials offered through the Commercial Marketplace may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device. If you change the location associated with your account, you may need to re-acquire the material or applications that were available to you and paid for in your previous region.

11. Changes to These Marketplace Terms

(a) We may change these Marketplace Terms at any time, and will notify you of such changes by updating the last updated date. Using the Commercial Marketplace after the changes become effective means you agree to the new terms. If you do not agree to the new terms, you must stop using the Commercial Marketplace.

(b) There may be times when we need to remove or change features or functionality of the Commercial Marketplace or stop providing access to an Offer (including subscription Offers) and Commercial Marketplace altogether. We may release the Commercial Marketplace or its features in a preview or beta version, which may not work correctly or in the same way the final version may work.

12. Choice of Law and Place to Resolve Disputes

This Agreement is governed by Washington state law (disregarding conflict of laws principles) and the parties consent to exclusive jurisdiction and venue in the state and federal courts in King County, Washington, USA. Neither party will claim lack of personal jurisdiction or forum non conveniens in these courts.

Microsoft Online Subscription Agreement

This Microsoft Online Subscription Agreement is between the entity you represent, or, if you do not designate an entity in connection with a Subscription purchase or renewal, you individually ("you" or "your"), and Microsoft Corporation ("Microsoft", "we", "us", or "our"). It consists of the terms and conditions below, as well as the Online Services Terms, the SLAs, and the Offer Details for your Subscription or renewal (together, the "agreement"). It is effective on the date we provide you with confirmation of your Subscription or the date on which your Subscription is renewed, as applicable. Key terms are defined in Section 8.

1. Use of Online Services.

a. Right to use. We grant you the right to access and use the Online Services and to install and use the Software included with your Subscription, as further described in this agreement. We reserve all other rights.

b. Acceptable use. You may use the Product only in accordance with this agreement. You may not reverse engineer, decompile, disassemble, or work around technical limitations in the Product, except to the extent applicable law permits it despite these limitations. You may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters your use of the Online Services. You may not rent, lease, lend, resell, transfer, or host the Product, or any portion thereof, to or for third parties except as expressly permitted in this agreement or the Online Services Terms.

c. End Users. You control access by End Users, and you are responsible for their use of the Product in accordance with this agreement. For example, you will ensure End Users comply with the Acceptable Use Policy.

d. Customer Data. You are solely responsible for the content of all Customer Data. You will secure and maintain all rights in Customer Data necessary for us to provide the Online Services to you without violating the rights of any third party or otherwise obligating Microsoft to you or to any third party.

Microsoft does not and will not assume any obligations with respect to Customer Data or to your use of the Product other than as expressly set forth in this agreement or as required by applicable law.

e. Responsibility for your accounts. You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Online Services. You must promptly notify our customer support team about any possible misuse of your accounts or authentication credentials or any security incident related to the Online Services.

f. Preview releases. We may make Previews available. **Previews are provided "as-is", "with all faults", and "as-available", and are excluded from the SLAs and all limited warranties provided in this agreement.** Previews may not be covered by customer support. We may change or discontinue Previews at any time without notice. We also may choose not to release a Preview into general availability.

g. Managed Services for Microsoft Azure. You may use Microsoft Azure Services to provide a Managed Service Solution provided (1) you have the sole ability to access, configure, and administer the Microsoft Azure Services, (2) you have administrative access to the virtual OSE(s), if any, in the Managed Service Solution, and (3) the third party has administrative access only to its application(s) or virtual OSE(s). You are responsible for the third party's use of Microsoft Azure Services in accordance with the terms of this agreement. Your provision of Managed Services remains subject to the following limitations (and any other limitations in the Online Services Terms):

(i) You may not resell or redistribute the Microsoft Azure Services.

(ii) You may not allow multiple users to directly or indirectly access any Microsoft Azure Services feature that is made available on a per-user basis.

h. Administrator Assumption of Control. If you use an email address provided by an organization you are affiliated with (e.g. an employer or school) to order an Online Service individually, you represent that you have authority to use that organization's domain to sign up for a Subscription in your capacity as a member of that organization. The organization, as the owner of the domain associated with your email address, may assume control over and manage your use of the Online Services. In such a case, your organization's designated administrator (your "admin") may (i) control and administer your account, including modifying and terminating your access and (ii) access and process your data, including the contents of your communications and files. Microsoft may inform you that your organization has assumed control of the Online Services covered by your Subscription, but Microsoft is under no obligation to provide such notice. If your organization is administering your use of the Online Services or managing the tenant associated with your Subscription, direct your data subject requests and privacy inquiries to your administrator. If your organization is not administering your use of the Online Service or managing such tenant, direct your data subject requests and privacy inquiries to Microsoft.

i. Shared Directory Data. When you order an Online Service using an email address with a domain provided by an organization you are affiliated with (e.g. an employer or school), the Online Service adds you to a directory of users that share the same email domain. Your directory data (name, date of signup, and email address) may be visible to other users of Online Services within your organization's email domain.

j. Additional Software for use with the Online Services. To enable optimal access to and use of certain Online Services, you may install and use certain Software in connection with your use of the Online Service as described in the Online Services Terms. We license Software to you; we do not sell it. Proof of your Software license is (1) this agreement, (2) any order confirmation, and (3) proof of payment. Your rights to access Software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

2. Purchasing services.

a. Available Subscription offers. The Portal provides Offer Details for available Subscription offers, which generally can be categorized as one or a combination of the following:

(i) Commitment Offering. You commit in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis in advance of use. With respect to Microsoft Azure Services, additional or other usage (for example, usage beyond your commitment quantity) may be treated as a Consumption Offering. Committed quantities not used during the Term will expire at the end of the Term.

(ii) Consumption Offering (also called Pay-As-You-Go). You pay based on actual usage in the preceding month with no upfront commitment. Payment is on a periodic basis in arrears.

(iii) Limited Offering. You receive a limited quantity of Online Services for a limited term without charge (for example, as a trial Subscription or free account) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to pricing, cancellation fees, payment, and data retention may not apply.

b. Ordering.

(i) By ordering or renewing a Subscription, you agree to the Offer Details for that Subscription. Unless otherwise specified in those Offer Details, Online Services are offered on an "as available" basis. You may place orders for your Affiliates under this agreement and grant your Affiliates administrative rights to manage the Subscription, but Affiliates may not place orders under this agreement. You also may assign the rights granted under Section 1.a. to a third party for use by that third party in your internal business. If you grant any rights to Affiliates or third parties with respect to Software or your Subscription, such Affiliates or third parties will be bound by this agreement and you agree to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.

(ii) Some offers may permit you to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription. If you decrease the quantity during a Term, we may charge you a cancellation fee for the decrease in quantity as described below in Section 3.b..

c. Pricing and payment. Payments are due and must be made according to the Offer Details for your Subscription.

(i) For Commitment Offerings, the price level may be based on the quantity of Online Services you ordered. Some offers may permit you to modify the quantity of Online Services ordered during the Term and your price level may be adjusted accordingly, but price level changes will not be retroactive. During the Term of your Subscription, prices for Online Services will not be increased, as to your Subscription,

from those posted in the Portal at the time your Subscription became effective or was renewed, except where prices are identified as temporary in the Offer Details, or for Previews or Non-Microsoft Products. All prices are subject to change at the beginning of any Subscription renewal.

(ii) For Consumption Offerings, pricing is subject to change at any time upon notice.

d. Renewal.

(i) Upon renewal of your Subscription, this agreement will terminate, and your Subscription will thereafter be governed, by the terms and conditions set forth in the Portal on the date on which your Subscription is renewed (the "Renewal Terms"). If you do not agree to any Renewal Terms, you may decline to renew your Subscription.

(ii) For Commitment Offerings, you may choose to have a Subscription automatically renew or terminate upon expiration of the Term. Automatic renewal is pre-selected. You can change your selection at any time during the Term. If the existing Term is longer than one calendar month, we will provide you with notice of the automatic renewal before the expiration of the Term.

(iii) For Consumption Offerings, your Subscription will renew automatically for additional one-month terms until you terminate the Subscription.

(iv) For Limited Offerings, renewal may not be permitted.

e. Eligibility for Academic, Government and Nonprofit versions. You agree that if you are purchasing an academic, government or nonprofit offer, you meet the respective eligibility requirements listed at the following sites:

(i) For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at [https://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=7](https://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=7;);

(ii) For government offers, the requirements listed at [https://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=6](https://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=6;); and

(iii) For nonprofit offers, the requirements listed at <https://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=19>.

Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if the eligibility requirements are not met.

f. Taxes. Prices are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. You must pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this agreement and which we are permitted to collect from you under applicable law. You will be responsible for any applicable stamp taxes and for all other taxes that you are legally obligated to pay including any taxes that arise on the distribution or provision of Products to your Affiliates. We will be responsible for all taxes based on our net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on our property ownership.

If any taxes are required to be withheld on payments you make to us, you may deduct such taxes from the amount owed to us and pay them to the appropriate taxing authority; provided, however, that you promptly secure and deliver an official receipt for those withholdings and other documents we reasonably request to claim a foreign tax credit or refund. You must ensure that any taxes withheld are minimized to the extent possible under applicable law.

3. Term, termination, and suspension.

a. Agreement term and termination. This agreement will remain in effect until the expiration, termination, or renewal of your Subscription, whichever is earliest.

b. Subscription termination. You may terminate a Subscription at any time during its Term; however, you must pay all amounts due and owing before the termination is effective.

(i) One-Month Subscription. A Subscription having a one-month Term may be terminated anytime without any cancellation fee.

(ii) Subscriptions of more than one-month. If you terminate a Subscription to Microsoft Azure Services within 30 days of the date on which the Subscription became effective or was renewed, no refunds will be provided, and you must pay for the initial 30 days of the Subscription, but no payments will be due for the remaining portion of the terminated Subscription. If you terminate a Subscription to Microsoft Azure Services at any other time during the term, you must pay for the remainder of the Term, and no refunds will be provided.

(iii) Limited Offerings. Microsoft may terminate your Subscription to a Limited Offering at any time during the Term immediately without notice.

(iv) Other Subscriptions. For all other Subscriptions, if you terminate a Subscription before the end of the Term, you must pay a fee equal to one-month's Subscription fee and you will receive a refund of any portion of the Subscription fee you have paid for the remainder of the Term; provided, however, no refunds will be provided for partially unused months.

c. Suspension. We may suspend your use of the Online Services if: (1) it is reasonably needed to prevent unauthorized access to Customer Data; (2) you fail to respond to a claim of alleged infringement under Section 5 within a reasonable time; (3) you do not pay amounts due under this agreement; (4) you do not abide by the Acceptable Use Policy or you violate other terms of this agreement; or (5) for Limited Offerings, the Subscription becomes inactive from your failure to access the Online Services as described in the Offer Details. If one or more of these conditions occurs, then:

(i) For Limited Offerings, we may suspend your use of the Online Services, your Subscription and your account immediately without notice.

(ii) For all other Subscriptions, a suspension will apply to the minimum necessary part of the Online Services and will be in effect only while the condition or need exists. We will give notice before we suspend, except where we reasonably believe we need to suspend immediately. We will give at least 30 days' notice before suspending for non-payment. If you do not fully address the reasons for the suspension within 60 days after we suspend, we may terminate your Subscription and delete your Customer Data without any retention period. We may also terminate your Subscription if your use of the Online Services is suspended more than twice in any 12-month period.

4. Warranties.

a. Limited warranty.

(i) Online Services. We warrant that the Online Services will meet the terms of the SLA during the Term. Your only remedies for breach of this warranty are those in the SLA.

(ii) Software. We warrant for one year from the date you first use the Software that it will perform substantially as described in the applicable user documentation. If Software fails to meet this warranty we will, at our option and as your exclusive remedy, either (1) return the price paid for the Software or (2) repair or replace the Software.

b. Limited warranty exclusions. This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty;

(ii) this limited warranty does not cover problems caused by accident, abuse or use of the Products in a manner inconsistent with this agreement or our published documentation or guidance, or resulting from events beyond our reasonable control;

(iii) this limited warranty does not apply to problems caused by a failure to meet minimum system requirements; and

(iv) this limited warranty does not apply to Previews or Limited Offerings.

c. DISCLAIMER. Other than this warranty, we provide no warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose. These disclaimers will apply except to the extent applicable law does not permit them.

5. Defense of claims.

a. Defense.

(i) We will defend you against any claims made by an unaffiliated third party that a Product infringes that third party's patent, copyright or trademark or makes unlawful use of its trade secret.

(ii) You will defend us against any claims made by an unaffiliated third party that (1) any Customer Data, Customer Solution, or Non-Microsoft Products, or services you provide, directly or indirectly, in using a Product infringes the third party's patent, copyright, or trademark or makes unlawful use of its trade secret; or (2) arises from violation of the Acceptable Use Policy.

b. Limitations. Our obligations in Section 5.a. will not apply to a claim or award based on: (i) any Customer Solution, Customer Data, Non-Microsoft Products, modifications you make to the Product, or services or materials you provide or make available as part of using the Product; (ii) your combination of the Product with, or damages based upon the value of, Customer Data or a Non-Microsoft Product, data, or business process; (iii) your use of a Microsoft trademark without our express written consent, or your use of the Product after we notify you to stop due to a third-party claim; (iv) your redistribution of the Product to, or use for the benefit of, any unaffiliated third party; or (v) Products provided free of charge.

c. Remedies. If we reasonably believe that a claim under Section 5.a.(i). may bar your use of the Product, we will seek to: (i) obtain the right for you to keep using it; or (ii) modify or replace it with a functional equivalent and notify you to stop use of the prior version of the Product. If these options are not commercially reasonable, we may terminate your rights to use the Product and then refund any advance payments for unused Subscription rights.

d. Obligations. Each party must notify the other promptly of a claim under this Section. The party seeking protection must (i) give the other sole control over the defense and settlement of the claim; and (ii) give reasonable help in defending the claim. The party providing the protection will (1) reimburse the other for reasonable out-of-pocket expenses that it incurs in giving that help and (2) pay the amount of any resulting adverse final judgment or settlement. The parties' respective rights to defense and payment of judgments (or settlement the other consents to) under this Section 5 are in lieu of any common law or statutory indemnification rights or analogous rights, and each party waives such common law or statutory rights.

6. Limitation of liability.

a. Limitation. The aggregate liability of each party for all claims under this agreement is limited to direct damages up to the amount paid under this agreement for the Online Service during the 12 months before the cause of action arose; provided, that in no event will a party's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription. For Products provided free of charge, Microsoft's liability is limited to direct damages up to \$5,000.00 USD.

b. EXCLUSION. Neither party will be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if the party knew they were possible or reasonably foreseeable.

c. Exceptions to limitations. The limits of liability in this Section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under Section 5; or (2) violation of the other's intellectual property rights.

7. Miscellaneous.

a. Notices. Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Corporation

Dept. 551, Volume Licensing

6880 Sierra Center Parkway

Reno, Nevada 89511

USA

Notices to you will be sent to the address that you identify on your account as your contact for notices. Microsoft may send notices and other information to you by email or other electronic form.

b. License Transfers and Assignment. You may not assign this agreement either in whole or in part or transfer licenses without Microsoft's consent.

c. Consent to partner fees. When you place an order, you may be given the opportunity to identify a "Partner of Record" associated with your Subscriptions. By identifying a Partner of Record, directly or by authorizing a third party to do so, you consent to our paying fees to the Partner of Record. The fees are for pre-sales support and may also include post-sales support. The fees are based on, and increase with, the size of your order. Our prices for Online Services are the same whether or not you identify a Partner of Record.

d. Severability. If any part of this agreement is held unenforceable, the rest remains in full force and effect.

e. Waiver. Failure to enforce any provision of this agreement will not constitute a waiver.

f. No agency. This agreement does not create an agency, partnership, or joint venture.

g. No third-party beneficiaries. There are no third-party beneficiaries to this agreement.

h. Applicable law and venue. This agreement is governed by Washington law, without regard to its conflict of laws principles, except that (i) if you are a U.S. Government entity, this agreement is governed by the laws of the United States, and (ii) if you are a state or local government entity in the United States, this agreement is governed by the laws of that state. Any action to enforce this agreement must be brought in the State of Washington. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of intellectual property rights.

i. Entire agreement. This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this Microsoft Online Subscription Agreement, (2) the Online Services Terms, (3) the applicable Offer Details, and (4) any other documents in this agreement.

j. Survival. The terms in Sections 1, 2.c., 2.e., 4, 5, 6, 7, and 8 will survive termination or expiration of this agreement.

k. U.S. export jurisdiction. The Products are subject to U.S. export jurisdiction. You must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments.

l. Force majeure. Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services)). This Section will not, however, apply to your payment obligations under this agreement.

m. Contracting authority. If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf. If you specify an entity, or you use an email address provided by an entity you are affiliated with (such as an employer) in connection with a Subscription purchase or renewal, that entity will be treated as the owner of the Subscription for purposes of this agreement.

n. Government customers. Government customers should consult with Microsoft prior to acceptance. By accepting this agreement, you represent that you have complied and will continue to comply with all applicable laws and governmental procurement requirements.

8. Definitions.

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"Customer Data" is defined in the Online Services Terms.

"Customer Solution" is defined in the Online Services Terms.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services, or any user of a Customer Solution.

"Managed Service Solution" means a managed IT service you provide to a third party that consists of the administration of and support for Microsoft Azure Services.

"Microsoft Azure Services" is defined in the Online Services Terms.

"Non-Microsoft Product" is defined in the Online Services Terms.

"Offer Details" means the pricing and related terms applicable to a Subscription offer, as published in the Portal.

"Online Services" means any of the Microsoft-hosted services to which you subscribe under this agreement.

"Online Services Terms" means the terms that apply to your use of the Products available at <https://www.microsoft.com/en-us/Licensing/product-licensing/products.aspx>. The Online Services Terms include terms governing your use of Products that are in addition to the terms in this agreement.

"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

"Portal" means the Online Services' respective web sites that can be found at <https://products.office.com/en-us/home>, <https://azure.microsoft.com/en-us/pricing/>, or at an alternate website we identify.

"Product" means any Online Service (including any Software).

"SLA" means the commitments we make regarding delivery and/or performance of an Online Service, as published at <https://aka.ms/csla>, <https://azure.microsoft.com/en-us/support/legal/sla/>, or at an alternate site that we identify.

"Software" means Microsoft software we provide for installation on your device as part of your Subscription or to use with the Online Service to enable certain functionality.

"Subscription" means an enrollment for Online Services for a defined Term as specified on the Portal. You may purchase multiple Subscriptions, which may be administered separately, and which will be governed by the terms of a separate Microsoft Online Subscription Agreement.

"Term" means the duration of a Subscription (e.g., 30 days or 12 months).

Privacy & Security Terms

The Privacy & Security Terms were formerly contained in Attachment 1 to the Online Services Terms.

The [Data Protection Addendum](#), or [DPA](#) (defined in the Glossary) sets forth the parties obligations with respect to the processing and security of [Customer Data](#), [Professional Services Data](#), and [Personal Data](#) by the Products. The [Data Protection Addendum](#) can be downloaded here <https://aka.ms/DPA>. In the event of any conflict or inconsistency between the [DPA](#) and any other terms in Customer's licensing agreement (including these terms), the [DPA](#) shall prevail.

Online Services excluded from the DPA

Except as provided in the [Product-Specific Terms](#), the terms of the [DPA](#) do not apply to: Bing Maps Mobile Asset Management Platform, Bing Maps Transactions and Users, Bing Search Services, Cognitive Services in containers installed on Customer's dedicated hardware, GitHub Offerings, LinkedIn Sales Navigator, Azure Defender for IoT (excluding any cloud-connected features), Azure SQL Edge, Azure Stack HCI, Azure Stack Hub, Microsoft Graph data connect for ISVs, Microsoft Genomics, and Visual Studio App Center Test. Each of these Online Services are governed by the privacy and security terms in the applicable [Product-Specific Terms](#).

Software Products excluded from the DPA

Except as provided in the [Product-Specific Terms](#), the terms of the [DPA](#) do not apply to: Internet based features in Software Products, Windows Desktop Operating System, Windows Server, and these Software Products as part of other Products. Each of these Products are governed by the privacy and security terms in the applicable [Product-Specific Terms](#).

Non-Microsoft Products

Separate terms, including different privacy and security terms, govern Customer's use of Non-Microsoft Products (as defined in the [Universal License Terms for Online Services](#)).

DPA Terms Geography Exclusions

For Dynamics 365 and Power Platform online services, the specific terms of the [DPA](#) as noted in Appendix A stating “Microsoft stores copies of [Customer Data](#) and data recovery procedures in a different place from where the primary computer equipment processing the [Customer Data](#) is located.” do not apply to the following geographies: United Arab Emirates and South Africa.

Core Online Services

The term “Core Online Services” applies only to the services in the table below, excluding any Previews.

Online Services	
Microsoft Dynamics 365 Core Services	The following services, each as a standalone service or as included in a Dynamics 365 branded plan or application: Dynamics 365 Customer Service, Dynamics 365 Customer Insights, Dynamics 365 Customer Service Insights, Dynamics 365 Field Service, Dynamics 365 Business Central, Dynamics 365 Supply Chain Management, Dynamics 365 Finance, Dynamics 365 Marketing, Dynamics 365 Commerce, Dynamics 365 Human Resources, and Dynamics 365 Sales. Dynamics 365 Core Services do not include (1) Dynamics 365 Services for supported devices or software, which includes but is not limited to Dynamics 365 for apps, tablets, phones, or any of these; (2) LinkedIn Sales Navigator; or (3) except as expressly defined in the licensing terms for the corresponding service, any other separately-branded service made available with or connected to Dynamics 365 Core Services.

Online Services	
Office 365 Services	The following services, each as a standalone service or as included in an Office 365-branded plan or suite: Cortana, Customer Lockbox, Exchange Online Archiving, Exchange Online Protection, Exchange Online, Microsoft Bookings, Microsoft Forms, Microsoft MyAnalytics, Microsoft Planner, Microsoft StaffHub, Microsoft Stream, Microsoft Teams (including Bookings, Lists, and Shifts), Microsoft To-Do, Microsoft Defender for Office 365, Office 365 Video, Office for the web, OneDrive for Business, Project, SharePoint Online, Skype for Business Online, Sway, Whiteboard, Yammer Enterprise and, for Kaizala Pro, Customer's organizational groups managed through the admin portal and chats between two members of Customer's organization. Office 365 Services do not include Microsoft 365 Apps for enterprise, any portion of a PSTN service that operates outside of Microsoft's control, any client software, or any separately branded service made available with an Office 365-branded plan or suite, such as a Bing or a service branded "for Office 365."
Microsoft 365 Compliance Services	The following services, each as a standalone service or as included in a Microsoft 365-branded plan or suite: Compliance Manager, Microsoft Information Protection, Microsoft Information Governance, Insider Risk Management, Communication Compliance, eDiscovery and Audit.
Microsoft Azure Core Services	Anomaly Detector, API Management, App Service (API Apps, Logic Apps, Mobile Apps, Web Apps), Application Gateway, Application Insights, Automation, Azure Active Directory (including Multi-Factor Authentication), Azure API for FHIR, Azure App Configuration, Azure Bot Services, Azure Cache for Redis, Azure Cognitive Search, Azure Container Registry (ACR), Azure Container Service, Azure Cosmos DB (formerly DocumentDB), Azure Data Explorer, Azure Database for MySQL, Azure Database for PostgreSQL, Azure Databricks, Azure DevOps Services, Azure DevTest Labs, Azure DNS, Azure Event Grid, Azure Firewall, Azure Health Data Services, Azure Information Protection (including Azure Rights

Online Services	
	Management), Azure Kubernetes Service, Azure NetApp Files, Microsoft Purview, Azure Resource Manager, Azure Spring Cloud, Azure Time Series Insights, Azure Video Analyzer for Media, Backup, Batch, BizTalk Services, Cloud Services, Computer Vision, Content Moderator, Custom Vision, Data Catalog, Data Factory, Data Lake Analytics, Data Lake Store, Event Hubs, Express Route, Face, Functions, HDInsight, Import/Export, IoT Hub, Key Vault, Language Understanding, Load Balancer, Log Analytics (formerly Operational Insights), Azure Machine Learning Studio, Media Services, Microsoft Azure Portal, Notification Hubs, Personalizer, Power BI Embedded, QnA Maker, Scheduler, Security Center, Service Bus, Service Fabric, SignalR Service, Site Recovery, Speech Services, SQL Data Warehouse, SQL Database, SQL Managed Instance, SQL Server Stretch Database, Storage, StorSimple, Stream Analytics, Synapse Analytics, Text Analytics, Traffic Manager, Translator, Virtual Machines, Virtual Machine Scale Sets, Virtual Network, and VPN Gateway
Microsoft Defender for Cloud Apps	The cloud service portion of Microsoft Defender for Cloud Apps (formerly Microsoft Cloud App Security).
Microsoft Intune Online Services	The cloud service portion of Microsoft Intune such as the Microsoft Intune Add-on Product or a management service provided by Microsoft Intune such as Mobile Device Management for Office 365.
Microsoft Power Platform Core Services	The following services, each as a standalone service or as included in an Office 365 or Microsoft Dynamics 365 branded plan or suite: Microsoft Power BI, Microsoft Power Apps, and Microsoft Power Automate, and Microsoft Power Virtual Agents. Microsoft Power Platform Core Services do not include any client software, including but not limited to Power BI Report Server, the Power BI, PowerApps or Microsoft Power Automate mobile applications, Power BI Desktop, or Power Apps Studio.

Online Services	
Microsoft Defender for Endpoint Services	The cloud services portion of Microsoft Defender for Endpoint.
Microsoft 365 Defender	The cloud service portion of Microsoft 365 Defender.

Security Practices and Policies for Core Online Services

In addition to the security practices and policies for Online Services in the [DPA](#), each Core Online Service also complies with the control standards and frameworks shown in the table below and implements and maintains the security measures set forth in Appendix A of the [DPA](#) for the protection of [Customer Data](#).

Online Service	SSAE 18 SOC 1 Type II	SSAE 18 SOC 2 Type II
Office 365 Services	Yes	Yes
Microsoft 365 Compliance Services	Yes	Yes
Microsoft Dynamics 365 Core Services	Yes	Yes
Microsoft Azure Core Services	Varies*	Varies*
Microsoft Defender for Cloud Apps	Yes	Yes
Microsoft Intune Online Services	Yes	Yes
Microsoft Power Platform Core Services	Yes	Yes
Microsoft Defender for Endpoint Services	Yes	Yes
Microsoft 365 Defender	Yes	Yes

*Current scope is detailed in the audit report and summarized in the Microsoft Trust Center.

Location of Customer Data at Rest for Core Online Services

For the Core Online Services, Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as follows except as otherwise provided in the Online Service-specific terms:

- Office 365 Services.** If Customer provisions its tenant in Australia, Brazil, Canada, the European Union, France, Germany, India, Japan, Norway, Qatar, South Africa, South Korea, Sweden, Switzerland, the United Kingdom, the United Arab Emirates, or the United States, Microsoft will store the following Customer Data at rest only within that Geo: (1) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), (2) SharePoint

Online site content and the files stored within that site, and (3) files uploaded to OneDrive for Business.

- **Microsoft Intune Online Services.** When Customer provisions a Microsoft Intune tenant account to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft Intune Trust Center.
- **Microsoft Power Platform Core Services.** When Customer provisions a Power Platform Core Service to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo, except as described in the Microsoft Power Platform Trust Center.
- **Microsoft Azure Core Services.** If Customer configures a particular service to be deployed within a Geo then, for that service, Microsoft will store Customer Data at rest within the specified Geo. Certain services may not enable Customer to configure deployment in a particular Geo or outside the United States and may store backups in other locations. Refer to the Microsoft Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release) for more details.
- **Microsoft Defender for Cloud Apps.** If Customer provisions its tenant in the European Union or the United States, Microsoft will store Customer Data at rest only within that Geo, except as described in the Microsoft Defender for Cloud Apps Trust Center.
- **Microsoft Dynamics 365 Core Services.** When Customer provisions a Dynamics 365 Core Service to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo, except as described in the Microsoft Dynamics 365 Trust Center.
- **Microsoft Defender for Endpoint Services.** When Customer provisions a Microsoft Defender for Endpoint tenant to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft Defender for Endpoint Trust Center.
- **Microsoft 365 Defender.** When Customer provisions a Microsoft 365 Defender tenant to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft 365 Defender Trust Center.

Product Terms

The terms formerly contained in the “Online Services Terms” have been moved into the “Product Terms” and no longer exist as standalone terms. The unified Product Terms are incorporated by reference into agreements governing Customer’s use of Microsoft Products and Professional Services.

Access to versions of the Product Terms and Online Services Terms published prior to February 2021 are available [here](#). Updates that Microsoft makes from time to time to Use Rights apply to Customer as set forth in Customer’s agreement.

All references to the following terms in applicable Microsoft agreements now refer to corresponding sections in the Product Terms, or to linked content within the Product Terms.

PREVIOUS REFERENCE	LOCATION IN PRODUCT TERMS
Use Rights	Located at the “Use Rights” tab within each product offering entry at Product Offerings .
Product Terms	This site.
Online Services Terms	The terms formerly contained in the Online Services Terms have been moved into the Product Terms and no longer exist as a standalone terms.
Other Legal Terms	See left navigation.
Product-Specific License Terms	See Product Offerings .
License Model Terms	Located at the “License Model” tab within each product offering entry at: Product Offerings .
Universal License Terms	See Universal License Terms .

Get Started

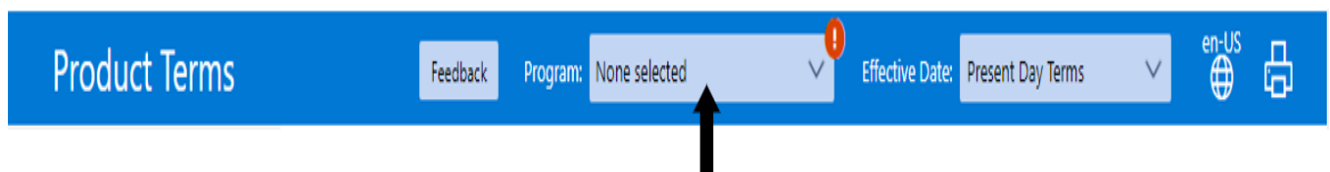
To find your terms, simply start at [Product Offerings](#). From here navigate to one of the listed products or services and view all terms that apply to its use.

How to Use This Site

While the Product Terms brings together the terms for all products and services offered in our licensing programs, it also provides the ability to filter and view only the terms relevant to the Product(s) you license under your selected licensing program. This allows for detailed, specific information on the product and program of interest.

Select a Program

To see the applicable terms, you will first need to determine the licensing program you are using or interested in. Learn more about our [license programs](#).

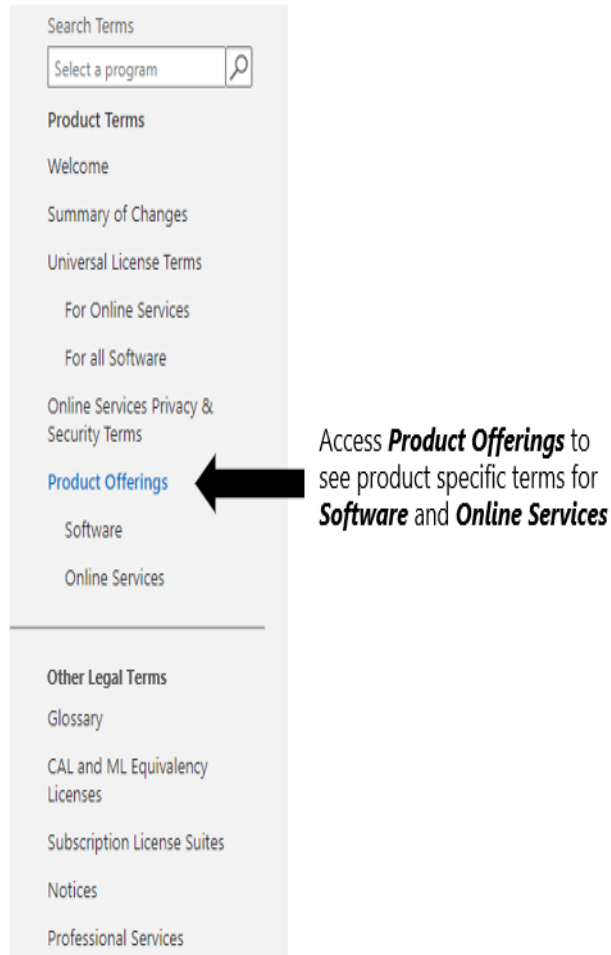


Use the dropdown to select a program

Once a program is selected, you can navigate to the [Product Offerings](#) page and select the desired product or service to view the applicable terms.

Navigation

The side navigation bar offers top level navigation of the Product Terms content as well as a search bar used to search terms content. In most cases, you will start with **Product Offerings**, then navigate to your desired **Software** or **Online Service** product(s).



If you want to view the Product Terms for **Exchange Server**, you will:

1. Click on **Product Offerings**
2. Under the category – **Software**, search for and click on **Exchange Server**. Alternatively, you can search for **Exchange Server** in the search bar.
3. You will see the following in the top/breadcrumb nav:

[Product Terms](#) > [Product Offerings](#) > [Software](#) > [Office Services](#) > **Exchange Server**

This indicates you are viewing the terms for **Exchange Server** in the licensing program you have selected.

If you want to view the Product Terms for **Exchange Online**, you will:

1. Click on **Product Offerings**
2. Under the category – **Online Services**, search for and click on **Exchange Online**. Alternatively, you can search for **Exchange Online** in the search bar.
3. You will see the following in the top/breadcrumb nav:

[Product Terms](#) > [Product Offerings](#) > [Online Services](#) > [Office 365 Services](#) > **Exchange Online**

This indicates you are viewing the terms for **Exchange Online** in the program you have selected.

Microsoft Terms of Use

Acceptance of Terms

The services that Microsoft provides to you are subject to the following Terms of use ("TOU"). Microsoft reserves the right to update and modify the TOU at any time without notice to you. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hyperlink located at the bottom of our webpages. When we make updates to the TOU, Microsoft will update the date at the top of this page. By using the website after a new version of the TOU has been posted, you agree to the terms of such new version.

Description of Services

Through its network of Web properties, Microsoft provides you with access to a variety of resources, including developer tools, download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to these TOU.

Personal and Non-Commercial Use Limitation

Unless otherwise specified, the Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the Services.

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Review the [Privacy Statement](#) disclosures relating to the collection and use of your personal data.

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Documents

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Member Account, Password, and Security

If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete, and accurate information as prompted by the applicable registration form. You also will choose a password and a username. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Microsoft immediately of any unauthorized use of your account or any other breach of security. Microsoft will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Microsoft or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

No Unlawful or Prohibited Use

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Microsoft server, or the network(s) connected to any

Microsoft server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Microsoft server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You may not attempt to copy or change, alter, or otherwise attempt to modify the Services or these TOU.

Use of Services

The Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (each a "Communication Service" and collectively "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material, or information.
- Upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright, or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
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No compensation will be paid with respect to the use of your Submission, as provided herein. Microsoft is under no obligation to post or use any Submission you may provide, and Microsoft may remove any Submission at any time in its sole discretion.

By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in these Terms of Use including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

In addition to the warranty and representation set forth above, by Posting a Submission that contain images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by these Terms of Use and the Services, (b) you have the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images. By Posting Images, you are granting (a) to all members of your private community (for each such Images available to members of such private community), and/or (b) to the general public (for each such Images available anywhere on the Services, other than a private community), permission to use your Images in connection with the use, as permitted by these Terms of Use, of any of the Services, (including, by way of example, and not as a limitation, making prints and gift items which include such Images), and including, without limitation, a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Images without having your name attached to such Images, and the right to sublicense such rights to any supplier of the Services. The licenses granted in the preceding sentences for Images will terminate at the time you completely remove such Images from the Services, provided that, such termination shall not affect any licenses granted in connection with such Images prior to the time you completely remove such Images. No compensation will be paid with respect to the use of your Images.

Notices and Procedure for Making Claims of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. All inquiries not relevant to the following procedure will not receive a response.

Visit [Infringement Notices](#) to locate the notice and procedure for making claims of copyright infringement.

Links to Third-party Sites

The links in this area will let you leave Microsoft's site. The linked sites are not under the control of Microsoft and **Microsoft is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Microsoft is not responsible for webcasting, or any other form of transmission received from any linked site.** Microsoft is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Microsoft of the site.

Unsolicited Idea Submission Policy

Microsoft or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. Please do not send any original creative artwork, samples, demos, or other works. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Microsoft's products or marketing strategies might seem similar to ideas submitted to Microsoft. So, please do not send your unsolicited ideas to Microsoft or anyone at Microsoft. If, despite our request that you not send us your ideas and materials, you still send them, please understand that Microsoft makes no assurances that your ideas and materials will be treated as confidential or proprietary.

Supplemental Terms of Use for Microsoft Azure Previews

Azure may include preview, beta, or other pre-release features, services, software, or regions offered by Microsoft for optional evaluation ("Previews"). Previews are licensed to you as part of [your agreement](#) governing use of Azure, and subject to terms applicable to "Previews" as detailed in the Universal License Terms for Online Services section of the [Microsoft Product Terms](#) and the [Microsoft Products and Services Data Protection Addendum](#) ("DPA").

Certain named Previews are subject to additional terms set forth below, if any. These Previews are made available to you pursuant to these additional terms, which supplement your agreement governing use of Azure. Capitalized terms not defined herein shall have the meaning set forth in [your agreement](#). If you do not agree to these terms, do not use the Preview(s).

Azure Active Directory preview programs

Azure Active Directory provides updates and new features in the form of preview programs. Microsoft rolls out previews in phases to give Microsoft and customers the opportunity to evaluate and understand the new feature before it becomes part of the standard service of Azure AD. The phases are as follows:

1. **Private preview** – During this phase we invite a few customers to take part in early access to new concepts and features. This phase does not include formal support.
2. **Public preview** – During this phase we allow any customer with the proper Azure AD license to evaluate the new feature. Microsoft Customer Support Services will supply support services during this phase, but normal service level agreements do not apply. For new features exposed in the Azure AD Portal, customer can expect to see information banners in the user interface that draw attention to the new experience available during the preview. By clicking on the information banner customers then opt-in to the preview experience.
3. **Generally available (GA)** – After the public preview is completed, the feature is open for any licensed customer to use and is supported via all Microsoft support channels. Be aware when a new feature impacts existing functionality, it might change the way you or your users use the functionality.

Every Azure Active Directory preview program has different opt-in requirements and dependencies.

Azure Maps (Preview)

Permitted and Prohibited Uses of Azure Maps Content

Navigation restrictions

Customer may not use Azure Maps to enable turn-by-turn navigation functionality in any application.

Database restrictions

Customer may not use Azure Maps or any part thereof to create a competing database or service, or a derived database populated wholly or partially with Customer's data and/or data supplied or created by any third party.

Customer will not use the data delivered by the Azure Maps in combination with any other third-party database, except that Customer may layer onto the data of a type not already included within the Service (such as your proprietary content) or of which Microsoft otherwise licenses.

API Results

Customer may not cache or store information delivered by the Azure Maps API including but not limited to geocodes and reverse geocodes, map data tiles and route information (the "Results") for the purpose of scaling such Results to serve multiple users, or to circumvent any functionality in Azure Maps.

Caching and storing Results is permitted where the purpose of caching is to reduce latency times of Customer's application. Results may not be stored for longer than: (i) the validity period indicated in returned headers; or (ii) 6 months, whichever is the shortest. Notwithstanding the foregoing, Customer may retain continual access to geocodes as long as Customer maintains an active Azure account.

Customer may not display any Results, except geocodes and/or Azure Maps Weather service results, solely as described in these Terms, on any third-party content or geographical map database.

Search API

Microsoft may submit requests sent to Azure Maps to the Bing Maps API for processing. All data sent to the Bing Maps API will be subject to the Bing Maps terms in the Notices section. With respect to any personal data subject to the GDPR that is sent to Microsoft and that is processed in connection with the Bing Maps API, you understand that you and Microsoft are independent data controllers under the GDPR. You are independently responsible for your compliance with the GDPR.

Map Data

Use of content displaying the TomTom copyright notice must be in accordance with restrictions set forth in the TomTom Licensing Third Party Product Terms and EULA (https://www.tomtom.com/en_GB/thirdpartyproductterms/). Azure Maps uses Bing Imagery which subject to the Bing Maps Notice in the [Notices](#) section.

Customer will ensure that all of its end users use the services described in this section pursuant to a valid and current subscription.

User region parameter

User region parameter in Azure Maps must be used in compliance with applicable laws, including those regarding mapping, of the country where maps, images and other data and third party content that Customer is authorized to access via Azure Maps is made available.

No warranty for accuracy

Microsoft and its suppliers make no warranty that the maps, images, data or any content delivered by Azure Maps will be accurate or complete.

Copyright

Customer may not remove, obscure, mask or change any logo and/or copyright notice placed on or automatically generated by Azure Maps.

Limited Access Cognitive Services and Applied AI Services (Previews)

Access to certain Services are subject to Microsoft's sole discretion based on eligibility and use criteria ("**limited access services**"), which Microsoft may change at any time in its sole discretion. Customer agrees that it will only use the Services for the approved uses specified in its registration form and/or approved in its Enrollment or agreement. Microsoft may require Customer to re-verify compliance with the approved uses at any time and suspend access to these limited access services. Customer shall respond to requests for re-verification from Microsoft within ten business days of receiving a request (requests may be provided via self- certification Azure tools). If Microsoft needs additional information to assure compliance with these terms, Customer will reasonably cooperate with Microsoft to provide such information within 30 business days of request. To apply for access and use of limited access services, Customer must provide current, complete, and accurate information in the registration form and any re-verification requests from Microsoft.

Cognitive Services and Applied AI Services in Connected or Disconnected Containers (Previews)

Because Customers control the deployment environment for containers, Customers are not prohibited from using preview versions of Services in containers to process Personal Data or other data subject to heightened legal or regulatory requirements. All other preview (and other applicable) terms apply to Customer's use of preview versions of Services in containers. Customer remains responsible for determining whether any preview version of a Service in a container is appropriate for processing data that is subject to any specific law or regulation and for ensuring the use of such preview in a manner consistent with Customer's legal and regulatory obligations.

Containers are subject to the Use of Software with the Online Service clause in the [Universal License Terms for Online Services](#). Microsoft may offer required and/or optional updates or supplements to the services in containers. If an update is required, Customer will update the container in accordance with the Microsoft notice requirements; failure to perform these updates may affect the container's functionality and/or the container may stop operating. Customer may use the updates or supplements to the services in containers, pre-release code, additional functionality and optional add-on services in the containers, subject to specific terms (if any) that accompany them. Upon general availability ("GA") of a container, Customer must discontinue its use of preview containers and is required to update to the relevant GA version(s) no later than the end of the annual container reactivation time period.

Cognitive Services, Spatial Analysis Container

1. Notice about H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part 2 Visual Standard and MPEG-2 Video Standard.

- This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice:
- THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 AND MPEG-2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE (VIDEO STANDARDS) AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 AND MPEG-2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. REFER TO www.mpegla.com.
- For clarification purposes, this notice does not limit or inhibit the use of the software in the Container for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, **including via third party access to Customer Solutions** or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

2. NVIDIA Components.

- Spatial Analysis in Containers may include NVIDIA Corporation's CUDA Toolkit, Tesla drivers, cuDNN, DIGITS, NCCL, and TensorRT (the "NVIDIA Components"). Customer agrees that its use of NVIDIA Components is governed by the following NVIDIA End User License Agreements: [NVIDIA CUDA Toolkit](#); [NVIDIA cuDNN](#); [NVIDIA NCCL](#); [NVIDIA TensorRT](#).

Cognitive Services and Applied AI Services, Disconnected Containers (a limited access service preview)

Except as modified herein, the Cognitive Services and Applied AI Services product terms apply to Disconnected Containers.

Services features in Disconnected Containers are intended for use with no online connectivity to an Azure billing endpoint. Disconnected Containers have limited capacity workloads and are measured in units. Customers may only install and use the number of Disconnected Container units necessary to meet the Customer's committed service usage on a monthly basis licensed with its subscription. Customer is responsible for licensing the sufficient numbers of Disconnected Container units to meet Customer's actual service usage. Disconnected Container units are time sensitive, and Customer is required to activate and reactivate those in use on a 12 month period in order to keep the Disconnected Container operating. Customer will not be able to access data or service output if it fails to reactivate the Disconnected Container.

Customers may only install and use the licensed Disconnected Container units (1) on Customer's hardware devices that are dedicated to Customer's exclusive use, and (2) in Customer's Microsoft Azure Service accounts. Any dedicated hardware that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause of the [Universal License Terms for All Software](#).

Cognitive Services and Applied AI Services, Azure OpenAI Service Preview (Limited Access)

Limited Access Service. The Azure OpenAI Service Preview is a Limited Access Service preview subject to the Limited Access Services terms for Azure Cognitive Services and Applied AI Services in the [Product Terms](#) for Online Services.

Use Limitations.

- Microsoft may limit Customer's access to or use of Output Content or the Azure OpenAI Service if Microsoft has a reasonable basis to believe that the Output Content or Customer's use of the Azure OpenAI Service (i) violates the Acceptable Use Policy for Online Services; (ii) is inconsistent with the information submitted in connection with Customer's registration to use the Azure OpenAI Limited Access preview service, or (iii) is inconsistent with requirements in the product documentation for the Azure OpenAI Service, as updated from time to time. "Output Content" means any data or content output by the Azure OpenAI Service.
- Customer may not use the Azure OpenAI Service to discover any underlying components of the models, algorithms, and systems, such as exfiltrating the weights of models.
- Customer may not use web scraping, web harvesting, or web data extraction methods to extract data from the Azure OpenAI Service or from Output Content.

Data Access and Use. As part of providing the Azure OpenAI service, Microsoft will process and store Customer Data submitted to the service, as well as Output Content, for purposes of (1) monitoring for and preventing abusive or harmful uses or outputs of the service; and (2) developing, testing, and improving capabilities designed to prevent abusive use of and/or harmful outputs from the service. Authorized Microsoft employees may review data that has triggered our automated systems to investigate and verify potential abuse. Microsoft engineers and data scientists may also access and use this data to improve our systems that monitor for and prevent abusive or harmful uses or outputs of the service. In both cases, for customers who have deployed Azure OpenAI service in the European Union, the authorized Microsoft employees will be located in the European Union. See the Azure OpenAI product documentation for more information.

Third Party Claims. Customer is responsible for responding to any third-party claims regarding Customer's use of the Azure OpenAI Service preview in compliance with applicable laws (including, but not limited to, copyright infringement or other claims relating to Output Content output during Customer's use of the service).

Azure Quantum Service (Preview)

You may not provide access to the Preview of Azure Quantum or use the Preview of Azure Quantum on behalf of any third person or party without Microsoft's prior written approval.

Through the Preview of Azure Quantum you may be able to execute workloads on or with a third party's ("Provider") software or hardware (which may be on the Provider's premises) ("Provider Solution"). Provider Solutions are provided by the Provider (not Microsoft) under the Providers' own terms of service and privacy policies. If there is a conflict between these terms and any additional terms and conditions applicable to a specific Provider Solution, then such Provider's additional terms and conditions will govern. For each Provider Solution you select, you authorize Microsoft to transfer your

workload to the selected Provider Solution and to receive and return such results to your Subscription Agreement. You are responsible for any fees charged by Providers to use their Provider Solutions.

Azure Communication Services (Preview)

Azure Communication Services

Azure Communication Services is a developer product and an input to customers' applications. Customers are solely liable and responsible for the legal compliance of their applications or offerings that incorporate Azure Communication Services capabilities and services.

Azure Communication Services provides updates and new features in the form of preview programs. Microsoft rolls out previews in phases to give Microsoft and customers the opportunity to evaluate and understand the new feature before it becomes part of the standard Azure Communication Services. The phases are as follows:

1. **Private preview** – During this phase we invite a few customers to take part in early access to new concepts and features. This phase does not include formal support.
2. **Public preview** – During this phase we allow any customer with the proper Azure Communication Services license to evaluate the new feature. Microsoft will supply support services during this phase, but normal service level agreements do not apply. Public preview features are identified through information banners in documentation at docs.microsoft.com, or through "beta" or "pre-release" labels on the application programming interfaces and software development kits.
3. **Generally available (GA)** – After the public preview is completed, the feature is open for any licensed customer to use and is supported via all Microsoft support channels. Be aware when a new feature impacts existing functionality, it might change the way you or your users use the functionality.

Some Azure Communication Services private previews and public Previews may be provided under a separate license, such as an open source license. In the event of a conflict between these terms and any separate license, the separate license will prevail with respect to the Azure Communication Services preview that is the subject of such separate license. Each party reserves all rights (and no one receives any rights) not expressly granted by the foregoing licenses.

No Access to Emergency Services

Azure Communication Services in private preview or public preview do not support emergency calling or SMS access to emergency services. You will not seek to enable or attempt to use outbound voice or SMS functionalities of Azure Communication Services to contact official, government-sponsored emergency telephone numbers (such as 911 or 112) which are used to dispatch professional emergency responders for emergency services ("Emergency Services").

You are required to notify users prominently and clearly that access to Emergency Services are not available on Azure Communication Services during private preview or public preview and must be obtained through other means while the product is still in preview.

NEITHER MICROSOFT NOR ITS REPRESENTATIVES WILL BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY CLAIM (INCLUDING THIRD-PARTY CLAIMS), DAMAGE, OR LOSS (AND YOU WILL INDEMNIFY, DEFEND AND HOLD MICROSOFT HARMLESS AGAINST ANY AND ALL SUCH CLAIMS) ARISING FROM OR RELATING TO THE INABILITY TO USE AZURE COMMUNICATION SERVICES IN PRIVATE PREVIEW OR PUBLIC PREVIEW TO CONTACT EMERGENCY SERVICES.

Pricing

Notwithstanding the terms in your volume licensing agreement, fixed pricing does not apply to Azure Communication Services ("ACS"). ACS pricing is market-based and depends on third-party suppliers of telco services. The available pricing at the time of each purchase is subject to change at any time. You can refer to the Azure portal for pricing adjustments.

Number Assignment and Portability

Phone numbers that are assigned to you during any preview program will be returned to Microsoft at the end of the preview program unless otherwise agreed by Microsoft. During private preview and public preview, telephone numbers are not eligible for porting.

Microsoft Teams Interoperability

Interoperability between Azure Communication Services and Microsoft Teams enables your applications and users to participate in Teams calls, meetings, and chat. It is your responsibility to ensure that the users of your application are notified when recording or transcription are enabled in a Teams call or meeting. Microsoft will indicate to you via the Azure Communication Services API that recording or transcription has commenced and you must communicate this fact, in real time, to your users within your application's user interface.

Feedback

Microsoft may send you requests for feedback to learn how the service is operating and should be improved. You consent to receiving surveys and feedback requests. Under European Union privacy law, when collecting and processing your feedback, Microsoft is acting as a data controller. As customer feedback is essential to the successful development of preview services, this processing is necessary for the performance of this contract.

Call Recording

Many countries and states have laws and regulations that apply to the recording of PSTN, voice, and video calls, which often require that users consent to the recording of their communications. It is your responsibility to use the call recording capabilities in compliance with the law. You must obtain consent from the parties of recorded communications in a manner that complies with the laws applicable to each participant.

Azure API for FHIR® (Preview)

The Azure API for FHIR Preview includes certain pre-release APIs, including related pre-release versions of tools, software and services intended to be incorporated into Azure API for FHIR. Because Customers control the deployment of the Azure API for FHIR Preview, Customers are not prohibited from using such Azure API for FHIR Preview to process Personal Data or other data subject to heightened legal or

regulatory requirements. All other Azure preview (and other applicable) terms apply to Customer's use of the Azure API for FHIR Preview.

Customer remains responsible: (i) for determining whether the Azure API for FHIR Preview are appropriate for processing data that is subject to any specific law or regulation; and (ii) for ensuring the use of the Azure API for FHIR Preview are in a manner consistent with Customer's legal and regulatory obligations.

Results derived from the use of Azure API for FHIR Preview, including but not limited to de-identified export and FHIR Converter will vary based on factors such as data inputted, and functions selected by Customer. Microsoft is unable to evaluate the outputs of Azure API for FHIR Preview to determine the acceptability of Customer's use cases and compliance needs. Outputs from the Azure API for FHIR Preview are not guaranteed to meet any specific legal, regulatory, or compliance requirements.

Medical Device Disclaimer

Customer acknowledges that the Azure API for FHIR Preview (1) is not designed, intended or made available as a medical device(s), and (2) is not designed or intended to be a substitute for professional medical advice, diagnosis, treatment, or judgment and should not be used to replace or as a substitute for professional medical advice, diagnosis, treatment, or judgment. Customer is solely responsible for displaying and/or obtaining appropriate consents, warnings, disclaimers, and acknowledgements to end users of Customer's implementation of the Azure API for FHIR Preview.

FHIR® is the registered trademark of HL7 and is used with the permission of HL7.

Azure Healthcare APIs (Preview)

The Azure Healthcare APIs Preview includes certain pre-release Azure Healthcare APIs, including related pre-release versions of tools, software and services intended to be incorporated into the Azure Healthcare APIs. Because Customers control the deployment of the Azure Healthcare APIs Preview, Customers are not prohibited from using the Azure Healthcare APIs Preview to process Personal Data or other data subject to heightened legal or regulatory requirements. All other Azure preview (and other applicable) terms apply to Customer's use of the Azure Healthcare APIs Preview.

Customer remains responsible: (i) for determining whether the Azure Healthcare APIs Preview is appropriate for processing data that is subject to any specific law or regulation; and (ii) for ensuring the use of the Azure Healthcare APIs Preview is in a manner consistent with Customer's legal and regulatory obligations.

Results derived from the use of the Azure Healthcare APIs Preview, including but not limited to de-identified export and FHIR® Converter will vary based on factors such as data inputted, and functions selected by Customer. Microsoft is unable to evaluate the outputs of the Azure Healthcare APIs Preview to determine the acceptability of Customer's use cases and compliance needs. Outputs from the Azure Healthcare APIs Preview is not guaranteed to meet any specific legal, regulatory, or compliance requirements.

Medical Device Disclaimer

Customer acknowledges that the Azure Healthcare APIs Preview (1) is not designed, intended or made available as a medical device(s), and (2) is not designed or intended to be a substitute for professional medical advice, diagnosis, treatment, or judgment and should not be used to replace or as a substitute for professional medical advice, diagnosis, treatment, or judgment. Customer is solely responsible for displaying and/or obtaining appropriate consents, warnings, disclaimers, and acknowledgements to end users of Customer's implementation of the Azure Healthcare APIs Preview.

FHIR® is the registered trademark of HL7 and is used with the permission of HL7.

Microsoft Defender for IoT

Enterprise IoT, a new feature of Azure Defender for IoT, is currently in PREVIEW. For customers who are also active Microsoft 365 Defender (Microsoft Defender for Endpoint) customers, Enterprise IoT will process and store data from your Microsoft Defender for Endpoint subscription, and the two products will integrate seamlessly to introduce a single, unified inventory view across portals. This will include Microsoft Defender for Endpoint-sourced data pertaining to all devices supported by Microsoft Defender for Endpoint – managed devices, could-be-managed devices, network devices and IoT devices (discovered as part of the Device Discovery feature). The privacy and data handling commitments applicable to Enterprise IoT, and not to Microsoft Defender for Endpoint, will apply to such data. To learn more, please see the [Enterprise IoT documentation](#). In addition, by using Enterprise IoT, you are consenting to Microsoft engineers accessing and using your data to help build, test, and optimize analytics models. *If you do not want to enable such access, DO NOT USE THE PREVIEW TECHNOLOGY*

Synapse Analytics database templates (Preview) use rights

"**Database templates**" means industry specific data models and schematics, or portions thereof, that Microsoft provides to Customer.

"**Materials**" means Database templates and related materials, tools, features and services Microsoft provided under these preview terms to Customer.

Use Rights

Customer may access Database templates and use any Materials provided by Microsoft to Customer solely for Customer's internal business purposes and only for running on Microsoft Azure Synapse Analytics. Microsoft will determine the components, features and/or functions to be included in the Materials, and may modify, suspend, or terminate access to any or all components, features and/or functions of the Materials, at any time, in its discretion.

License Restrictions

Customer will not (and will not attempt to): (1) reverse engineer or work around any technical limitations in the Materials or restrictions or limitations in any documentation associated with the Materials; (2) use the Materials in any way that is against the law or to create or propagate malware or other malicious code or software; (3) share, publish, distribute, transfer, or lend the Materials to any third party (except to its contractors in accordance with these preview terms), or otherwise provide any Materials as a stand-alone hosted solution for others to use; (4) remove, minimize, block, or modify any notices of Microsoft or its suppliers in the Materials; or (5) otherwise use the Materials for any purpose not expressly permitted in these preview terms.

Azure Compute Gallery sharing functionality

Azure Compute Gallery ("ACG") contains functionality that enables an Azure subscription owner or delegate to make galleries within their Azure subscription, and resources in those galleries, accessible to other Azure users or communities as a new resource type. Azure users may then access and deploy those resources which may include, but are not limited to, scripts, virtual machine images or virtual machine applications (referred to herein as "Gallery Resources") solely to create Azure Virtual Machines within their own Azure subscription.

If Customer chooses to share Gallery Resources, Customer agrees:

- (i) if Customer does not provide a separate license for the Gallery Resources at the Gallery level or in each Gallery Resource, Customer gives a license to all authorized users, including the rights to use modify, and repost such Gallery Resources in Azure; and
- (ii) it is allowing Microsoft to make the shared Gallery Resources available to such users in a manner and location of Microsoft's choosing.

Microsoft Dev Box (Preview)

Microsoft Dev Box Data Handling Dev Box integrates Customer Data from other Online Services, including Azure Active Directory, Microsoft Intune, Azure Virtual Desktop, Windows 365, and other Online Services as configured by Customer, if any (collectively "Dev Box Input Services"). Once Customer Data from Dev Box Input Services is integrated into Dev Box, only the Universal License Terms for all Online Services and the [DPA](#) provisions applicable to Dev Box apply to that data.

Azure Orbital Cloud Access

Definitions

"Azure Orbital Cloud Access Preview" means the Azure service that enables access to Microsoft Azure Services through a satellite network. The Azure Orbital Cloud Access Preview includes any associated technology, information, materials, updates, and the Azure Orbital Cloud Access Devices provided for use with the Azure Orbital Cloud Access Preview.

"Azure Orbital Cloud Access Devices" means the hardware, (e.g., user terminals, routers) except for Azure Stack Edge Devices (separately defined below) provided by Microsoft specifically to enable your use of the Azure Orbital Cloud Access Preview.

"Azure Stack Edge Devices" means hardware devices, including Software, that are offered as part of Azure Stack Edge family of devices as described at <https://azure.microsoft.com/products/azure-stack/edge/> and obtained separately by Customer under their existing agreement with Microsoft which governs Customer's use of Azure Stack Edge Devices.

"Software" means any Microsoft software components provided with (or for installation on) an Azure Orbital Cloud Access Device for use in conjunction with the Azure Orbital Cloud Access Preview, including all tools, updates, and associated documentation.

Use of the Azure Orbital Cloud Access Devices

Microsoft grants Customer permission to use to the Azure Orbital Cloud Access Devices solely to participate in evaluation of the Azure Orbital Cloud Access Preview, subject to the following:

1. **Customer Determination of Appropriateness.** Customer agrees (i) that it is solely responsible for determining the appropriateness of using the Azure Orbital Cloud Access Preview as set forth in these terms, and (ii) that Microsoft shall have no liability to Customer or any other third party for any loss of data or other damages. Customer should assess the capabilities and features of the Azure Orbital Cloud Access Preview based on Customer's intended workloads and applications to determine if the Azure Orbital Cloud Access Preview is appropriate for Customer's intended use to evaluate the Azure Orbital Cloud Access Preview. The Azure Orbital Cloud Access Preview is provided with no service level agreement (e.g., for uptime, support issue resolution, etc.) and no customer support commitments.
2. **No Transfer, Access, or Modification.** Customer agrees to not sell, assign, or transfer the Azure Orbital Cloud Access Devices, and will not directly or indirectly (through a third party) view, open, modify, disassemble, or otherwise tamper with the Azure Orbital Cloud Access Devices or any Software.
3. **US Only.** The Azure Orbital Cloud Access Preview, including any Azure Orbital Cloud Access Devices, is provided for use only within the United States and its territories. Non-government Customers shall not transport or use an Azure Orbital Cloud Access Device outside of the United States or its territories.
4. **Azure Orbital Cloud Access Preview Subscription.** As part of the Azure Orbital Cloud Access Preview, Microsoft allows Customer to use the Azure Orbital Cloud Access Devices for as long as the Customer has an active subscription to the Azure Orbital Cloud Access Azure Orbital Cloud Access Preview. If Customer no longer has an active subscription and fails to return the Azure Orbital Cloud Access Devices, Microsoft can deem the Azure Orbital Cloud Access Devices as lost as set forth in the "Title and Risk of Loss; Shipment and Return Responsibilities" Section.

Software License; Restrictions; Activation

Any Software provided by Microsoft for use with the Azure Orbital Cloud Access Preview is licensed, not sold. Microsoft grants Customer a limited, nonexclusive, nontransferable license to use the Software provided with the Azure Orbital Cloud Access Device to access the Azure Orbital Cloud Access Preview, and for no other purpose. Microsoft reserves all other rights. This license does not give Customer any right to, and Customer may not: (i) use or virtualize features of the Software separately from the Azure Orbital Cloud Access Device; (ii) publish, copy, rent, lease or lend the Software; (iii) work around any technical restrictions in the Software or restrictions in the Azure Orbital Cloud Access Devices or Azure Orbital Cloud Access Preview documentation; (iv) separate and run parts of the Software on more than one device; (v) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (vi) reverse engineer, decompile, or disassemble the Software, or attempt to do so, except if applicable law permit this even when these terms do not and, in that case, Customer may do so only as the law allows. If there is a conflict between these terms and any separate license terms for any separate modules or agents used in connection with the Azure Cloud Access Device, the separate license terms for those modules or agents shall govern and control for the use of such modules or agents. Customer may not use the Software for

comparisons or "benchmarking," except for Customer's internal purposes, nor publish or disclose the results thereof.

Software Activation and Consent for Data Use to Provide Azure Orbital Cloud Access Previews

As applicable, activation of Software associates the use of the Software with a specific device. During activation and subsequent use of the Azure Orbital Cloud Access Device, the Software may send information about the Software and Azure Orbital Cloud Access to Microsoft, including device properties (e.g., node, chassis and component numbers, software and firmware versions, timestamps of registration, etc.) and Customer environment details (e.g., internet protocol addresses of device, device name, time and update server IP address). Microsoft uses this information to make the Azure Orbital Cloud Access Previews available to Customer. By using the Azure Orbital Cloud Access Devices and Software, Customer consents to the transmission of this information to Microsoft.

Non-Microsoft Products

Microsoft may make Non-Microsoft Products available to Customer through Customer's use of the Azure Orbital Cloud Access Preview, such as through a Microsoft online store (e.g., the Azure Marketplace) or as a component of the Azure Orbital Cloud Access Device. If Customer installs or uses any Non-Microsoft Product with the Azure Orbital Cloud Access Preview, Customer may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those expressly included in Customer's licensing agreement. For Customer's convenience, Microsoft may include charges for certain Non-Microsoft Product as part of Customer's bill for Online Services. Microsoft, however, assumes no responsibility or liability whatsoever for any Non-Microsoft Product. Customer is solely responsible for any Non-Microsoft Product that it installs or uses with the Azure Orbital Cloud Access Preview or acquires or manages through a Microsoft online store. Customer's use of any Non-Microsoft Product shall be governed by the license, service, and/or privacy terms between Customer and the publisher of the Non-Microsoft Product (if any).

Title and Risk of Loss; Shipment and Return Responsibilities

Title and Risk of Loss

All right, title and interest in each Azure Orbital Cloud Access Device is and shall remain the property of Microsoft. Except as expressly set forth in these terms, no rights are granted to any Azure Orbital Cloud Access Device (including under any patent, copyright, trade secret, trademark or other proprietary rights). Customer is responsible for inspecting the Azure Orbital Cloud Access Devices upon receipt from the carrier and for promptly reporting any damages to aoca@microsoft.com. Customer is responsible for the entire risk of loss of, or any damage to (other than expected wear and tear), the Azure Orbital Cloud Access Devices once it has been delivered by the carrier to Customer's designated shipping address until the Microsoft-designated carrier accepts the Azure Orbital Cloud Access Devices for return delivery.

Microsoft may charge Customer for a lost device fee for the Azure Orbital Cloud Access Devices if Customer does not provide the Azure Orbital Cloud Access Devices to the Microsoft-designated carrier for return or return the Azure Orbital Cloud Access Devices pursuant to the "Shipment and Return of Azure Orbital Cloud Access Devices" Section below within 30 days from the end of Customer's use of the

Azure Orbital Cloud Access Preview. Microsoft reserves the right to charge a fee for lost or damaged devices.

Shipment and Return of Azure Orbital Cloud Access Devices

Customer will be responsible for a one-time - shipping fee for the shipment of the Azure Orbital Cloud Access Devices which includes from Microsoft to Customer and return shipping of the same. When returning an Azure Orbital Cloud Access Devices to Microsoft, Customer will package and ship the same in accordance with Microsoft's instructions, including by using a carrier designated by Microsoft and the packaging materials provided by Microsoft. Customer will package and ship the Azure Orbital Cloud Access Devices in accordance with Microsoft's packaging instructions.

Fees

Customer may use other Microsoft Azure services in connection with Customer's use of the Azure Orbital Cloud Access Preview, and Microsoft deems such services as separate services that may be subject to separate metered fees and costs. By way of example only, Azure Storage and Azure Compute are separate Azure services, and if used (even in connection with its use of the Azure Orbital Cloud Access Preview), separate Azure metered services will apply.

Azure Orbital Cloud Access Preview subscription fees are billed at a flat monthly rate. If you decide to cancel the Azure Orbital Cloud Access Preview before the expiration of the Azure Orbital Cloud Access Preview program, then you must provide Microsoft with notice of your cancellation via email to aoca@microsoft.com and the applicable subscription fees will be assessed through the duration of the month during which Microsoft receives and processes your return of the Azure Orbital Cloud Access Devices.

Government Customers

Moving Azure Orbital Cloud Access Device between Government Customer's Locations

Government Customers in possession of Azure Orbital Cloud Access Devices may, at government Customer's sole risk and expense, transport the Azure Orbital Cloud Access Devices to government Customer's different locations in accordance with this Section and the requirements of these terms. Government Customer is responsible for obtaining at government Customer's own risk and expense any export license, import license and other official authorization for the exportation and importation of the Azure Orbital Cloud Access Devices and associated Software and government Customer's data to any such different government Customer location. Government Customer shall also be responsible for customs clearance at any such different government Customer location, and will bear all duties, taxes and other official charges payable upon importation as well as any and all costs and risks of carrying out customs formalities in a timely manner. Government Customer agrees to comply with and be responsible for all applicable import, export and general trade laws and regulations should government Customer decide to transport the Azure Orbital Cloud Access Devices beyond the country border in which government Customer receives the Azure Orbital Cloud Access Devices. Notwithstanding the foregoing, if government Customer transports the Azure Orbital Cloud Access Devices to a different location as set forth in this Section, government Customer agrees to cause the Azure Orbital Cloud Access Devices to return to the country location where government Customer received it initially, prior to shipping the Azure Orbital Cloud Access Devices to Microsoft. Government Customers acknowledge

that there are inherent risks in shipping data on and in connection with the Azure Orbital Cloud Access Devices, and that Microsoft will have no liability to government Customer for any damage, theft, or loss occurring to an Azure Orbital Cloud Access Device or any data stored on one, including without limitation in transit.

Terms Unique to the US Federal Government

If any provision of these terms or incorporated by reference herein (a) allows for the automatic renewal of services and/or fees; (b) requires the governing law to be anything other than US Federal law; or (c) otherwise violates applicable Federal law, then, such provision(s) shall not apply. If any provision of these terms, or incorporated by reference herein, contains an indemnification provision, such provision shall not apply as to the United States indemnifying Microsoft or any other party.

DOCUSIGN MASTER SERVICES AGREEMENT FOR RESELL CUSTOMERS

This DocuSign Master Services Agreement for Resell Customers ("**MSA**") is made between DocuSign, Inc., a Delaware corporation, ("**DocuSign**") and the Customer identified in the Order Form ("**Customer**"), together referred to as the "**Parties**" and each individually as a "**Party**." Specific services terms, product details and any applicable license and/or subscription terms may be set forth in applicable Service Schedule(s), each of which become binding on the Parties and subject to this MSA upon the provisioning of any DocuSign Services (defined below) to Customer. Customer's use of the DocuSign Services is governed by and incorporates the following documents in effect as of the date of last update of such documents, collectively referred to as the "**Agreement**" that consists of:

any attachments and/or appendix(ices) to a Service Schedule; Service Schedule(s); and this MSA.

The applicable attachment(s), appendix(ices), and Service Schedule(s) are determined by the DocuSign Service(s) purchased on the Order Form (Service Schedules corresponding to respective DocuSign Services may be found here: <https://www.docusign.com/company/terms-and-conditions/reseller-msa-service-schedules>). In the event of a conflict between any attachment, appendix, Service Schedule or this MSA, the order of precedence is as set out above in descending order of control. This offer by DocuSign is expressly conditioned on assent to the terms and conditions of this Agreement, and any different or additional terms or conditions specified by Customer at any time in purchase orders or other documentation are hereby rejected.

Resell Customer MSA Version: November 26, 2019.

Each Party agrees as follows:

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1. DEFINITIONS

“Account” means a unique account established by Customer to enable its Authorized Users to access and use a DocuSign Service.

“Account Administrator” is an Authorized User who is assigned and expressly authorized by Customer as its agent to manage Customer’s Account, including, without limitation, to configure administration settings, assign access and use authorizations, request different or additional services, provide usage and performance reports, manage templates, execute approved campaigns and events, assist in third-party product integrations, and to receive privacy disclosures. Customer may appoint an employee or a third-party business partner or contractor to act as its Account Administrator and may change its designation at any time through its Account.

“Affiliate” of a Party means any entity that the Party directly or indirectly owns or controls more than fifty percent (50%) of the voting interests of the subject entity. Any legal entity will be considered a Party’s Affiliate as long as that interest is maintained.

“Authorized User” means one individual natural person, whether an employee, business partner, contractor, or agent of Customer or its Affiliates who is registered by Customer to use the DocuSign Services. An Authorized User must be identified by a unique email address and user name, and two or more persons may not use the DocuSign Services as the same Authorized User. If the Authorized User is not an employee of Customer, use of the DocuSign Services will be allowed only if the user is under confidentiality obligations with Customer at least as restrictive as those in this Agreement and is accessing or using the DocuSign Services solely to support Customer’s and/or Customer Affiliates’ internal business purposes.

“Confidential Information” means (a) for DocuSign, the DocuSign Services and Documentation; (b) for Customer, Customer Data; (c) any other information of a Party that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure to the Party receiving Confidential Information (**“Recipient”**) (and, in the case of oral disclosures, summarized in writing and delivered to the Recipient within thirty (30) days of the initial disclosure), or that due to the nature of the information the Recipient would clearly understand it to be confidential information of the disclosing Party; and (d) the specific terms and conditions of this Agreement between the Parties. Confidential Information does not include any information that: (i)

was or becomes generally known to the public through no fault or breach of this Agreement by the Recipient; (ii) was rightfully in the Recipient's possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of or reference to the disclosing Party's Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure.

"Customer" means the entity that has contracted with the Reseller for the purchase of applicable DocuSign Services.

"Customer Data" means any content, eDocuments, materials, data and information that Customer or its Authorized Users enter into the DocuSign Services, including, but not limited to, any Customer personal data and information contained in eDocuments. Customer Data does not include any component of the DocuSign Services or material provided by or on behalf of DocuSign.

"Documentation" means DocuSign's then-current technical and functional documentation for the DocuSign Services as made generally available by DocuSign.

"DocuSign Cloud Service(s)" means any subscription-based, hosted solution that is supported and operated on demand and provided by DocuSign under this Agreement.

"DocuSign Service(s)" means the products and services identified in a corresponding Order Form that are provided by DocuSign.

"eDocument" refers to a contract, notice, disclosure, or other record or document deposited into the DocuSign Service by Customer for processing.

"Order Form" means the online or paper ordering document or other document between Customer and Reseller specifying the relevant DocuSign Services ordered and purchased by Customer from the Reseller; in the event of a conflict related to the DocuSign Services purchased, services terms, product details or descriptions or any applicable license and/or subscription terms (e.g., Order Start Dates and Order End Dates) between an Order Form and the corresponding order form or other ordering document between Reseller and DocuSign, the conflicting terms in the order form or other ordering document between Reseller and DocuSign will apply to Customer.

“Order End Date” means the end date for provision of a respective DocuSign Service specified in a corresponding Order Form.

“Order Start Date” means the start date for provision of a respective DocuSign Service specified in a corresponding Order Form.

“Professional Services” means any integration, consulting, architecture, training, transition, configuration, administration, and similar ancillary DocuSign Services that are set forth in an Order Form.

“Purchase Agreement” means the Order Form and any other agreement between Customer and Reseller relating to Customer’s purchase of DocuSign Services from that Reseller.

“Reseller” means an entity that has contracted with DocuSign or one of DocuSign’s authorized distributors to resell DocuSign Services and with which Customer has contracted directly to purchase applicable DocuSign Services.

“Service Schedule” means the service-specific terms and conditions applicable to a particular DocuSign Service or Services.

“Term” shall have the meaning set forth in Section 6.1 (Term).

2. USAGE AND ACCESS RIGHTS.

2.1 Right to Use. DocuSign will provide the DocuSign Services to Customer as set forth in the Order Form. Subject to the terms and conditions of this Agreement, DocuSign grants to Customer a limited non-exclusive, non-transferrable right and license during the Term, solely for its and its Affiliates' internal business purposes, and in accordance with the Documentation, to: (a) use the DocuSign Services; (b) implement, configure, and through its Account Administrator, permit its Authorized Users to access and use the DocuSign Services; and (c) access and use the Documentation. Customer will ensure that its Affiliates and all Authorized Users using the DocuSign Services under its Account comply with all of Customer's obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer.

2.2 Restrictions. Customer shall not, and shall not permit its Authorized Users or others under its control to, do the following with respect to the DocuSign Services:

(a) use the DocuSign Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics set forth in this Agreement, including the applicable Order Form; (b) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the DocuSign Services or Documentation available for access by third parties except as otherwise expressly provided in this Agreement; (c) access or use the DocuSign Services or Documentation for the purpose of developing or operating products or services intended to be offered to third parties in competition with the DocuSign Services or allow access by a direct competitor of DocuSign; (d) reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign Services or technologies, unless and then only to the extent expressly permitted by applicable law, without consent; (e) use the DocuSign Services or Documentation in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene; (f) fail to interfere with or disrupt the integrity, operation, or performance of the DocuSign Services or interfere with the use or enjoyment of it by others; (g) use the DocuSign Services to create, use, send, store, or

run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the DocuSign Cloud Service or any host, network, or account related thereto or use any aspect of the DocuSign Services components other than those specifically identified in an Order Form, even if technically possible; or **(h)** use, or allow the use of, the DocuSign Services by anyone located in, under the control of, or a resident of a U.S. embargoed country or territory or by a prohibited end user under Export Laws (as defined in Section 12.5).

2.3 Suspension of Access. DocuSign may suspend any use of the DocuSign Services, or remove or disable any Account or content that DocuSign reasonably and in good faith believes violates this Agreement. DocuSign will use commercially reasonable efforts to notify Customer prior to any such suspension or disablement, unless DocuSign reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process (such as court or government administrative agency processes, orders, mandates, and the like); or (b) it is necessary to delay notice in order to prevent imminent harm to the DocuSign Services or a third party. Under circumstances where notice is delayed, DocuSign will provide notice if and when the related restrictions in the previous sentence no longer apply.

2.4 Trial Usage. If Customer registers for a free trial, promotional offer, or other type of limited offer for use of the DocuSign Services ("Free Trial"), Customer may be presented with additional terms and conditions when registering for a Free Trial, and any such additional terms and conditions are hereby incorporated into this Agreement by reference as a Service Schedule and are legally binding upon the Parties. ANY DATA THAT CUSTOMER ENTERS INTO THE DOCUSIGN SERVICES, AND ANY CONFIGURATIONS MADE BY OR FOR CUSTOMER, DURING THE FREE TRIAL WILL BE PERMANENTLY LOST AT THE END OF THE TRIAL PERIOD UNLESS CUSTOMER: (a) PURCHASES A SUBSCRIPTION TO THE SAME DOCUSIGN SERVICES AS THOSE COVERED BY THE TRIAL; (b) PURCHASES AN UPGRADED VERSION OF THE DOCUSIGN SERVICES; OR (c) EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CONFIGURATIONS MADE DURING THE FREE TRIAL TO A DOCUSIGN SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, AND IN SUCH SITUATION ANY CUSTOMER DATA OR CUSTOMIZATION WILL BE PERMANENTLY LOST. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION SECTION 7 (WARRANTIES AND DISCLAIMERS), FREE

TRIALS ARE PROVIDED “AS-IS” AND “AS AVAILABLE” AND, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND DOCUSIGN’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER’S USE OF THE FREE TRIAL IS \$100.

3. OWNERSHIP.

3.1 Customer Data. Customer Data processed using the DocuSign Services is and will remain, as between Customer and DocuSign, owned by Customer. Customer hereby grants DocuSign the right to process, transmit, store or disclose the Customer Data in order to provide the DocuSign Services to Customer or, subject to the terms of Section 10.2 (Required Disclosure) below, to comply with any request of a governmental or regulatory body (including subpoenas or court orders) or as otherwise required by law.

3.2 DocuSign Services. DocuSign, its Affiliates, or its licensors own all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights, and other intellectual property or other rights in and to the DocuSign Services and Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or processes related thereto and/or provided hereunder. All deliverables provided by or for DocuSign in the performance of Professional Services, excluding Customer Data and Customer Confidential Information, are owned by DocuSign and constitute part of the DocuSign Service(s) under this Agreement.

3.3 Third-Party Services or Materials. Customer may choose to purchase or otherwise obtain from DocuSign products or services that are provided or supported by third parties (“Third-Party Services”) for use with DocuSign Services. DocuSign assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Services. Customer may choose to access or use materials that are provided by third parties (“Third-Party Materials”) for use with DocuSign Services. Notwithstanding anything to the contrary under this Agreement and irrespective of any modifications, improvements, enhancements, additions, or derivations provided by DocuSign, Third-Party Materials are provided “AS IS” and for Customer’s convenience only, and further, neither DocuSign nor its licensors for Third-Party Materials represent and warrant in any manner that Third-Party Materials are accurate, current, or comply with laws, rules and/or regulations of, or are otherwise valid and enforceable in or appropriate for, the jurisdiction in which the Third-Party Materials are used or for Customer’s purposes.

3.4 Feedback. DocuSign encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to DocuSign Services and related resources (“Feedback”). To the extent Customer provides Feedback, Customer grants to DocuSign a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Sectio

4. SECURITY AND CUSTOMER DATA.

4.1 Data Storage/Transfer. If Customer or Customer Affiliate is established in the United Kingdom, a Member State of the European Economic Area, or Switzerland, the Data Protection Attachment for DocuSign Signature found at: <https://www.docusign.com/company/terms-and-conditions/schedule-docusign-signature/attachment-data-protection> (“DPA”) applies to the processing of any Personal Data (as defined in Section 1 of the DPA).

4.2 Security. DocuSign will use commercially reasonable industry standard security technologies in providing the DocuSign Services. DocuSign has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, to preserve the security, integrity, and confidentiality of Customer Data and personal data and to protect against unauthorized or unlawful disclosure or corruption of or access to personal data. Additional security obligations, if any, shall be set forth or referenced in the applicable Service Schedule, attachment and/or appendix.

4.3 Customer Data. Customer is responsible for Customer Data (including Customer personal data) as entered into, supplied or used by Customer and its Authorized Users in the DocuSign Services. Further, Customer is solely responsible for determining the suitability of the DocuSign Services for Customer’s business and complying with any applicable data privacy and protection regulations, laws or conventions applicable to Customer Data and Customer’s use of the DocuSign Services. Customer grants to DocuSign the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for DocuSign: (a) to provide the DocuSign Services; (b) to verify Customer’s compliance with the restrictions set forth in Section 2.2 (Restrictions) if DocuSign has a reasonable belief of Customer’s non-compliance; and (c) as otherwise set forth in this Agreement.

4.4 Use of Aggregate Data. Customer agrees that DocuSign may collect, use, and disclose quantitative data derived from the use of the DocuSign Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users, Customer Data, or any third parties utilizing the DocuSign Services.

5. PURCHASE AGREEMENT.

Customer will comply with the terms of the Purchase Agreement. Customer acknowledges that compliance with the terms of the Purchase Agreement is a material condition under this Agreement, and if Reseller notifies DocuSign that Customer is in breach of such Purchase Agreement, DocuSign may consider the Customer to be in breach of this Agreement.

6. TERM AND TERMINATION.

6.1 Term. The term of an Order Form and any associated Service Schedule(s) is the period of time, including all renewals thereto, that begins on the Order Start Date and, unless terminated sooner as provided herein, will continue until the Order End Date, both dates as specified on the Order Form (the “Term”). The term of this MSA and this Agreement shall continue as long as an Order Form remains valid and in effect. Notwithstanding anything else contained in this Agreement, DocuSign may, in its sole discretion, immediately terminate any Order Forms, this Agreement and/or the provision of any DocuSign Services in the event Customer is in breach of any terms or conditions of the Purchase Agreement.

6.2 Termination for Breach; Termination for Insolvency. If either Party commits a breach or default in the performance of any of its obligations under this Agreement, then the other Party may terminate this Agreement in its entirety by giving the defaulting Party written notice of termination, unless the breach or default in performance is cured within thirty (30) days after the defaulting Party receives notice thereof. Either Party may terminate this Agreement in its entirety upon written notice if the other Party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement, or an assignment for the benefit of creditors.

6.3 Post-Termination Obligations. If this Agreement expires or is terminated for any reason: (a) Customer will pay to DocuSign any amounts owed by Customer to DocuSign that have accrued before, and remain unpaid as of, the effective date of the expiration or termination; (b) any and all liabilities of either Party to the other Party that have accrued before the effective date of the expiration or termination will survive; (c) licenses and use rights granted to Customer with respect to DocuSign Services and intellectual property will immediately terminate; (d) DocuSign’s obligation to provide any further services to Customer under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement; and (e) the Parties’ rights and obligations under Sections 6.1, 6.3, 7.3, and 9 through 12 will survive.

7. WARRANTIES AND DISCLAIMERS.

7.1 DocuSign Service Warranties. DocuSign warrants that during the applicable Term, the DocuSign Services, when used as authorized under this Agreement, will perform substantially in conformance with the Documentation associated with the applicable DocuSign Services. Customer's sole and exclusive remedy for any breach of this warranty by DocuSign is for DocuSign to repair or replace the affected DocuSign Services to make them conform, or, if DocuSign determines that the foregoing remedy is not commercially reasonable, then either Party may terminate this Agreement.

7.2 Mutual Warranties. Each Party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of this Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

7.3 Disclaimer. Except for the express representations and warranties stated in this Section 7 (Warranties and Disclaimers) or a Service Schedule, DocuSign: (a) makes no additional representation or warranty of any kind -- whether express, implied in fact or by operation of law, or statutory -- as to any matter whatsoever; (b) disclaims all implied warranties, including but not limited to merchantability, fitness for a particular purpose, and title; and (c) does not warrant that the DocuSign Services are or will be error-free or meet Customer's requirements. Customer has no right to make or pass on any representation or warranty on behalf of DocuSign to any third party.

8. THIRD-PARTY CLAIMS.

Upon demand, Customer will: (1) defend DocuSign and its Affiliates and each of the foregoing's respective employees, directors, agents, and representatives (collectively, the "**Indemnified Parties**") from and against any actual or threatened third-party claim or legal or administrative agency action or proceeding (a "Claim") to the extent arising from or related to: (a) use of the DocuSign Services by Customer or its Authorized Users; (b) any breach by Customer of its obligations under Section 2.2 (e)-(f) (Restrictions) or Section 10 (Confidentiality); or (c) the nature and content of all Customer Data processed by the DocuSign Services; and (2) indemnify the Indemnified Parties against all settlement amounts agreed to in connection with any such Claim, all damages and costs awarded in connection with any such Claim and all costs, expenses and losses incurred by any Indemnified Party in connection with a Claim (including legal costs). Customer reserves the right, at its expense, to provide applicable Indemnified Parties with prompt written notice of its intention to assume the exclusive defense and control of any Claim (absent which DocuSign or other Indemnified Party, as determined by DocuSign, will control such defense and may defend such Claim at Customer's expense). Customer may not enter into any settlement of any Claim unless DocuSign gives its prior written approval of the settlement.

9. LIMITATIONS OF LIABILITY.

9.1 Exclusion of Damages. UNDER NO CIRCUMSTANCES, AND REGARDLESS OF THE NATURE OF THE CLAIM, SHALL DOCUSIGN (OR ITS AFFILIATES) BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS, SALES OR BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION, WORK STOPPAGE OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES..

9.2 Limitation of Liability. EXCEPT FOR DAMAGES RESULTING FROM DEATH OR BODILY INJURY ARISING FROM DOCUSIGN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF DOCUSIGN (OR ITS AFFILIATES) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO RESELLER FOR THE DOCUSIGN SERVICE(S) GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS CUMULATIVE LIMIT. THE PARTIES FURTHER ACKNOWLEDGE THAT CUSTOMER MAY HAVE STATUTORY RIGHTS AGAINST DOCUSIGN FRANCE SAS AND CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY AMOUNTS RECOVERED BY CUSTOMER AGAINST DOCUSIGN FRANCE SAS PURSUANT TO SUCH RIGHTS SHALL BE AGGREGATED WITH ANY OTHER CLAIMS HEREUNDER FOR PURPOSES OF THE CAP ON DAMAGES SET FORTH ABOVE.

9.3 Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of this Agreement, and each of these provisions will apply even if the warranties in this Agreement have failed of their essential purpose.

10. CONFIDENTIALITY.

10.1 Restricted Use and Nondisclosure. During and after the Term, Recipient will: (a) use the Confidential Information of the other Party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature..

10.2 Required Disclosure. If Recipient is required by law to disclose Confidential Information of the other Party or the terms of this Agreement, Recipient will give prompt written notice to the other Party before making the disclosure, unless prohibited from doing so by the legal or administrative process and cooperate with the disclosing Party to obtain where reasonably available an order protecting the Confidential Information from public disclosure.

10.3 Ownership. Recipient acknowledges that, as between the Parties, all Confidential Information it receives from the disclosing Party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the disclosing Party. Nothing in this Agreement grants Recipient any right, title or interest in or to any of the disclosing Party's Confidential Information. Recipient's incorporation of the disclosing Party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

10.4 Remedies. Recipient acknowledges that any actual or threatened breach of this Section 10 (Confidentiality) may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the disclosing Party is entitled to (but not required to) seek injunctive relief in addition to all remedies available to the disclosing Party at law and/or in equity, to prevent or mitigate any breaches of this Agreement or damages that may otherwise result from those breaches. Absent written consent of the disclosing Party to the disclosure, the Recipient, in the case of a breach of this Section 10 (Confidentiality), has the burden of proving that the disclosing Party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section 10 (Confidentiality).

11. GOVERNING LAW AND VENUE.

The Parties agree to the following country-specific provisions for governing law and venue for all claims and disputes arising out of or relating to this Agreement. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the following laws based on the ship-to address of the Customer reflected on the Order Form.

(11.1) United Kingdom, a Member State of the European Economic Area, or Switzerland. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by and construed in accordance with the law of the Republic of Ireland. Each Party irrevocably agrees that the courts of the Republic of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The provisions of the U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement.**(11.2) Australia.** This Agreement is governed by the laws of New South Wales, Australia, and both Customer and DocuSign agree to submit to the non-exclusive jurisdiction of the New South Wales courts. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement. Any legal action arising under this Agreement must be initiated within two years after the cause of action arises. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.**(11.3) Singapore.** This Agreement is governed by the laws of Singapore, and both Customer and DocuSign agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement. Any legal action arising under this Agreement must be initiated within two years after the cause of action arises. **(11.4)** This Agreement is governed by the laws of the State of California, U.S.A., without reference to its choice of law rules to the contrary. The Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in San Francisco County, California, for the purposes of adjudicating any dispute arising out of this Agreement. To the extent permitted by law, choice of law rules, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act as enacted shall not apply.

Notwithstanding the foregoing, either Party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such Party's intellectual property rights. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.**(11.5)** To the extent allowed by law, the English version of this Agreement is binding, and other translations are for convenience only.

12. GENERAL

12.1 Relationship. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except as set forth in this Agreement, nothing in this Agreement, expressed or implied is intended to give rise to any third-party beneficiary.

12.2 Assignability. Neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement to an Affiliate as part of a reorganization, or to a purchaser of its business entity or substantially all of its assets or business to which rights and obligations pertain without the other Party's consent, provided that: (a) the purchaser is not insolvent or otherwise unable to pay its debts as they become due; (b) the purchaser is not a competitor of the other Party; and (c) any assignee is bound hereby. Other than the foregoing, any attempt by either Party to transfer its rights or obligations under this Agreement will be void.

12.3 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective only if it is in writing and sent using: (a) DocuSign Services; (b) certified or registered mail; or (c) a nationally recognized overnight courier, to the appropriate Party at the address set forth on the Order Form, with a copy, in the case of DocuSign, to legal@docusign.com. Each Party hereto expressly consents to service of process by registered mail. Either Party may change its address for receipt of notice by notice to the other Party through a notice provided in accordance with this Section 12.3 (Notices). Notices are deemed given upon receipt if delivered using DocuSign Services, two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

12.4 Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, or other similar causes) ("Force Majeure Event"), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party: (a) provides the other

Party with prompt notice of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Obligations to pay are excused only to the extent that payments are entirely prevented by the Force Majeure Event.

12.5 Export Control. Customer acknowledges that the DocuSign Services and any related products, information, Documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to Customer (collectively “Excluded Data”) is subject to export control laws and regulations of the United States (including, but not limited to, the U.S. Export Administration Act and the sanctions regulations administered by the U.S. Department of the Treasury Office of Foreign Assets Control (“OFAC”)) and other jurisdictions (collectively “Export Laws”). Customer represents and warrants that: (a) it is not (i) located in an embargoed country or territory, (ii) under the control of an entity organized in or a resident of an embargoed country or territory, or (iii) prohibited end user under Export Laws (including, without limitation, to any end user in a U.S. embargoed country or territory or an end user included on OFAC’s listing of Specially Designated Nationals or the U.S. Commerce Department’s Entity List or Denied Persons List); and (b) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by Export Laws without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Customer is solely responsible for complying with Export Laws for all Excluded Data and any of its content or Customer Data transmitted through the DocuSign Services.

12.6 Anti-Corruption. In connection with the services performed under this Agreement and Customer’s use of DocuSign’s products and services, the Parties agree to comply with all applicable anti-corruption and anti-bribery related laws, statutes, and regulations.

12.7 U.S. Government Rights. All DocuSign software (including DocuSign Services) is commercial computer software and all services are commercial items. “Commercial computer software” has the meaning set forth in Federal Acquisition Regulation (“FAR”) 2.101 for civilian agency purchases and the Department of Defense (“DOD”) FAR Supplement (“DFARS”) 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the DocuSign Services are acquired by or on behalf of a civilian agency, DocuSign provides the commercial computer software and/or commercial

computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the DocuSign Services are acquired by or on behalf of any agency within the DOD, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. Except as otherwise set forth in an applicable Service Schedule, this Section 12.7 (U.S. Government Rights) is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses U.S. Government rights in computer software or technical data.

12.8 Publicity. Neither Party shall refer to the identity of the other Party in promotional material, publications, or press releases or other forms of publicity relating to the DocuSign Service unless the prior written consent of the other Party has been obtained, provided, however, that DocuSign may use Customer's name and logo for the limited purpose of identifying Customer as a customer of the DocuSign Service.

12.9 Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

12.10 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect.

12.11 Amendment. DocuSign reserves the right to change or modify any of the terms and conditions contained in this Agreement (including, in any Schedule, appendix or attachment or by the addition of one or more Schedules, attachments or appendices) at any time and in its sole discretion upon providing notice at <https://www.docusign.com/company/terms-and-conditions/reseller>. Any changes or modifications will be effective thirty (30) days following posting of such notice; provided, no amendments, modifications or other changes will apply retroactively. Customer waives any right it may have to receive additional notice of such changes or modifications. Customer's continued use of any DocuSign Service following

the posting of a revised Agreement will constitute Customer's agreement to be bound by the revised Agreement. Customer agrees that if it does not agree to any terms any revised Agreement, Customer will cease using DocuSign Services.

12.12 Entire Agreement. This Agreement is the final, complete, and exclusive expression of the agreement between the Parties regarding the DocuSign Services provided under this Agreement. This Agreement supersedes and replaces, and the Parties disclaim any reliance on, all previous oral and written communications (including any confidentiality agreements pertaining to the DocuSign Services under this Agreement), representations, proposals, understandings, undertakings, and negotiations with respect to the subject matter hereof and apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

DOCUSIGN SIGNATURE TERMS AND CONDITIONS

These Terms and Conditions (“Agreement”) govern access to and use of DocuSign Signature, including by an individual or any entity (and its employees, agents, and contractors) on whose behalf you, the Subscriber (as further defined in Section 1, below), accept these terms. If you access DocuSign Signature, including by purchasing a subscription or completing an order form, you accept this Agreement. Additional terms may apply to use of DocuSign Signature depending on the point of access or nature of the subscription. This Agreement, WHICH INCLUDES A MANDATORY ARBITRATION REQUIREMENT IN SECTION 13.7 BELOW, constitutes a binding legal agreement between you and DocuSign, Inc. (“DocuSign,” “we,” “us,” and “our”). Please read them carefully and print a copy for reference.

IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST NOT ACCEPT THE AGREEMENT AND YOU ARE NOT PERMITTED TO USE DOCUSIGN SIGNATURE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU MUST NOT ACCEPT THIS AGREEMENT AND YOU ARE NOT PERMITTED TO USE DOCUSIGN SIGNATURE.

If you are a direct competitor to DocuSign, you may not use DocuSign Signature without DocuSign’s explicit, advance, written consent.

You agree to receive electronically all communications, agreements, and notices that we provide in connection with any DocuSign product or service (“Communications”), including by e-mail, text, in-app notifications, or by posting them on the DocuSign web site or through any DocuSign product or service. You agree that all Communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

We may modify this Agreement or any additional terms, which are relevant to a particular product or service, to reflect changes in the law or to DocuSign Signature. We will post the revised terms on the Site (as defined in Section 1, below). PLEASE REVIEW THE SITE ON A REGULAR BASIS TO OBTAIN TIMELY NOTICE OF ANY REVISIONS. IF YOU CONTINUE TO USE DOCUSIGN SIGNATURE AFTER THE REVISIONS TAKE EFFECT, YOU AGREE TO BE BOUND BY THE REVISED AGREEMENT. You agree that

we shall not be liable to you or to any third party for any modification of the terms.

1. DEFINITIONS

“Account” means a unique account established by Subscriber to gain access to and use DocuSign Signature and, where applicable, to enable its Authorized Users to access and use DocuSign Signature.

“Authorized User” means any single employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register or use DocuSign Signature as the same Authorized User.

“DocuSign Signature” means DocuSign’s on-demand electronic signature service, which provides online display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet.

“eContract” refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using DocuSign Signature.

“Envelope” means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.

“Subscriber” means the individual or entity that purchases a Subscription, creates an Account, accepts this Agreement (whether on behalf of itself or a legal entity) and ensures that Authorized Users comply with this Agreement. Subscribers may be referred to in this Agreement as “you” and “your” may be used to describe rights or duties associated with Subscriber.

“Subscription Plan” means the various plans that can be purchased on the Site or from an authorized DocuSign reseller or partner. Purchase of a Subscription Plan grants Subscriber the right to access and use DocuSign Signature for a specified period, subject to this Agreement and in exchange for Subscriber’s payment of scheduled fee. Each Subscription Plan has restrictions and requirements that outline the DocuSign Signature features that Subscriber will be able to access.

“Site” means DocuSign.com, DocuSign.net or a DocuSign affiliate web page offering a Subscription Plan.

“Specifications” means the DocuSign Signature specifications and software requirements set forth in the DocuSign Signature specifications available at <https://www.docusign.com/company/specifications>.

“System” refers to the software systems and programs, the communication and network facilities, and the hardware and equipment used by DocuSign or its agents to provide DocuSign Signature.

“Term of Agreement” means the period of effectiveness of this Agreement, as specified in Section 8 below.

“Term of Subscription” means the period of effectiveness of the Subscription Plan, as specified in Section 8 below.

“Transaction Data” means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by DocuSign Signature.

2. FREE TRIAL & SPECIAL OFFERS

2.1 If you register for a free trial, promotional offer or other type of limited offer (“Free Trial”), DocuSign will make available to you a free or discounted version of DocuSign Signature until (a) the end of the free trial period; (b) the start date on which you purchase DocuSign Signature; or (c) termination of your use of DocuSign Signature, either by you or DocuSign in its sole discretion. You may be presented with additional terms and conditions when registering for a Free Trial, and any such additional terms and conditions are hereby incorporated into this Agreement and are legally binding.

2.2 The version of DocuSign Signature that is available for a Free Trial may not include or allow access to all features or functions.

2.3 Notwithstanding the warranties described in Section 9, during a Free Trial DocuSign Signature is provided “as is” without any warranty that may be set forth in this Agreement.

3. DOCUSIGN SIGNATURE

3.1 During the Term of Subscription and subject to this Agreement, Subscriber will have the right to register for an Account and, where applicable, register Authorized Users, who may access and use DocuSign Signature. DocuSign will provide DocuSign Signature in accordance with the Specifications. You must be 18 years of age or older to register for an Account and use DocuSign Signature. The right to use DocuSign Signature is limited to the Subscriber and its Authorized Users, and Subscriber may not resell or otherwise provide or assist with the provision of DocuSign Signature for the benefit of another party or as part of a service Subscriber offers to any third party or as a sublicensed arrangement.

3.2 DocuSign will provide customer support to Subscriber in accordance with the package that is specified in the Subscription Plan selected by Subscriber, and that is further detailed on the Site.

3.3 DocuSign may utilize a subcontractor or other third party to perform its duties under this Agreement so long as: (a) DocuSign shall not be relieved of any responsibilities or obligations under this Agreement that are performed by the subcontractor or third party; and (b) DocuSign shall remain Subscriber's sole point of contact and sole contracting party.

4. SUBSCRIBER RESPONSIBILITIES

4.1 DocuSign's provision of DocuSign Signature is conditioned on Subscriber's acknowledgement of and agreement to the following:

- (i) Subscriber will ensure that any Authorized User associated with its Account will comply with the relevant terms of this Agreement, including, but without limitation, Sections 4, 5, 6, and 9.2;
- (ii) DocuSign Signature is accessed and delivered via the internet. Subscriber is responsible for obtaining the necessary equipment and internet connection in order to access and use DocuSign Signature. In order to fully utilize DocuSign Signature, Subscriber will need to maintain certain minimum hardware and software requirements. These requirements are set forth in the Specifications;
- (iii) DocuSign Signature facilitates the execution of eContracts between the parties to those eContracts. Nothing in this Agreement may be construed to make DocuSign a party to any eContract processed through DocuSign Signature, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract;
- (iv) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign on the System are maintained in an encrypted form, and DocuSign has no control of or access to their contents;
- (v) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (a) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (b) the circumvention by any person (other than DocuSign) of any Authentication Measure;
- (vi) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible for determining whether any particular eContract: (a) is

subject to an exception to applicable electronic signature laws; (b) is subject to any particular agency rules or regulations; or (c) whether it can be legally formed by electronic signatures;

(vii) DocuSign is not responsible for determining how long any contracts, documents, and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties;

(viii) Between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, DocuSign Signature, or under any Order Form;

(ix) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (a) determine whether any particular transaction involves a "consumer;" (b) furnish or obtain any such consents or determine if any such consents have been withdrawn; (c) provide any information or disclosures in connection with any attempt to obtain any such consents; (d) provide legal review of, or update or correct any information or disclosures currently or previously given; (e) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (f) otherwise to comply with any such special requirements; and

(x) Subscriber shall determine whether a "consumer" is involved in any eContract presented by its Authorized Users for processing, and, if so, comply with all requirements imposed by law on such eContracts or their formation.

4.2 Subscriber may use DocuSign Signature only for lawful purposes and solely in accordance with this Agreement and subject to DocuSign's other terms of use, [Privacy Policy](#), rules or policies that may be applicable to DocuSign Signature. Subscriber may not store, transmit, upload or share through DocuSign Signature any materials or otherwise engage in any conduct that:

(i) violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through DocuSign Signature);

(ii) involves uploading, posting, emailing, transmitting or otherwise making available content or data that Subscriber does not have the right to make available under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements, etc.);

(iii) involves sending unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only;

(iv) is intended to or is likely to damage, disable, overburden, or impair the System or DocuSign Signature or otherwise interfere with the use or enjoyment of DocuSign Signature by others, including, but not limited to materials that contain viruses or any other computer code, files or programs that interrupt, impair, destroy or otherwise limit in any way the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;

(v) involves monitoring of performance, functionality or availability of DocuSign Signature or engaging in any other benchmarking or competitive analysis purposes;

(vi) violates this Agreement or any other terms of use, rules or policies applicable to the DocuSign Signature; or

(vii) in any way that constitutes or encourages conduct that could constitute a criminal offense.

4.3 DocuSign does not monitor the content processed through DocuSign Signature, but, in accordance with the Digital Millennium Copyright Act (DMCA), we respond to notices of copyright infringement and may suspend or terminate use of DocuSign Signature in appropriate circumstances. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that:

(i) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or

(ii) it is necessary to delay notice in order to prevent imminent harm to the System, DocuSign Signature, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

5. OWNERSHIP

5.1 DocuSign owns various intellectual property and technology rights associated with DocuSign Signature, its document management, digital signature and notary system. Subscriber's rights with respect to the foregoing are limited to the rights to use DocuSign Signature that are granted under this Agreement for the purposes contemplated by this Agreement, and no other. DocuSign does not transfer to Subscriber, or any Authorized User or other third party, any of DocuSign's technology or other intellectual property rights. All right, title, and interest in and to DocuSign's technology and intellectual property, whether patent, copyright, trade secret, trademark, service mark or moral rights, remain solely with DocuSign at all times. Subscriber will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from or about DocuSign Signature or other DocuSign technologies.

5.2 DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services, as long as the Licensed Marks are used strictly in compliance with DocuSign's trademark license terms and conditions, available at: <https://www.docusign.com/IP>.

5.3 Data and information owned by Subscriber that is processed using DocuSign Signature is and will remain, as between Subscriber and DocuSign, owned by Subscriber.

5.4 Subscriber hereby assigns to DocuSign all right, title, and interest in and to any recommendations, suggestions, enhancement requests or other feedback provided by Subscriber to DocuSign concerning DocuSign products and/or the Services ("Feedback"), and DocuSign is free to make unrestricted use of the Feedback without any necessity of payment to Subscriber. Subscriber also agrees that it will not publish, submit, or display feedback submitted by Subscriber or its Authorized Users to or on any other web site or in any other publicly accessible forum without DocuSign's prior written consent.

6. eCONTRACT STORAGE AND DELETION

DocuSign will send and store eContracts per the terms of the Subscription Plan, provided that the number of eContracts sent or stored are not, in DocuSign's sole discretion, abusive or unduly burdensome (or both).

Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Subscription when Subscriber is in good financial standing under this Agreement, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (a) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (b) expiration of the Term of Subscription. DocuSign may delete an Account and materials associated with an Account, including eContracts, upon the expiration of the Term of Subscription or termination as described in Section 8. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a business purpose to do so.

7. FEES AND PAYMENT TERMS

7.1 The prices, features, and options of DocuSign Signature depend on the Subscription Plan purchased by Subscriber as well as any changes instigated by Subscriber. For example: (a) if you add Authorized Users, DocuSign will charge the applicable subscription amount for each additional Authorized User; or (b) if you send more Envelopes than are included in the Subscription Plan, DocuSign may charge for additional envelopes. You may also purchase optional services on a periodic or per-use basis. DocuSign may change the prices for or alter the features and options in a particular Subscription Plan without notice.

7.2 You will timely pay DocuSign all fees associated with your Subscription Plan, Account or use of DocuSign Signature, including, but without limitation, by Authorized Users. Your payments are non-refundable. Charges for pre-paid Subscription Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Subscription Plan charges will be billed in arrears.

7.3 When you register for an Account, you must provide accurate and complete information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address and must update your Account with any changes related to the credit card used for payment. By completing your registration for the Subscription Plan, you authorize DocuSign or its agent to charge your credit card on a recurring (e.g. monthly or yearly) basis ("Authorization") for (a) the applicable Subscription Plan charges; (b) any and all applicable taxes; and (c) any other charges incurred in connection with your use of DocuSign Signature. The Authorization continues through your Term of Subscription and any Renewal Term (as defined in Section 8.2, below) until you cancel as set forth in Section 8 of this Agreement.

7.4 If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid. You will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign may not be withheld or

offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign.

7.5 DocuSign will provide an invoice in a format we choose, which may change from time to time. DocuSign reserves the right to correct any errors or mistakes that it identifies even if it has already issued an invoice or received payment. You agree to notify us about any billing problems or discrepancies within 30 days after they first appear on your invoice. If you do not bring such problems/discrepancies to our attention within 30 days, you agree to waive your right to dispute such problems or discrepancies.

7.6 Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. You agree that we may (at our option) accumulate charges incurred during a billing cycle and submit them as one or more aggregate charges during or at the end of a cycle, and that we may delay obtaining authorization or payment from your credit card issuer until submission of the accumulated charge(s).

7.7 You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use DocuSign Signature where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Subscription Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Subscription Plan.

7.8 Other than income taxes imposed on DocuSign, Subscriber will bear all taxes, duties, VAT and all other governmental charges (collectively, "taxes") resulting from this Agreement or transactions conducted in relation to this Agreement or DocuSign Signature.

8. TERM AND TERMINATION

8.1 Term of Agreement. The term of this Agreement begins on the date you accept it and continues until your Subscription Plan expires or your use of DocuSign Signature ceases, whichever is later.

8.2 Term of Subscription & Automatic Renewals. Our Subscription Plans automatically renew unless they specify otherwise. If you purchase a Subscription Plan it will automatically renew, unless: (a) you terminate your Account; (b) you set your Account to not auto renew; or (c) DocuSign declines to renew your Subscription Plan. Each renewal period is a “Renewal Term”. You authorize us to collect the then-applicable fees and any taxes for a Renewal Term. Subscription Plan fees and features may change over time and we may recommend a new Subscription Plan that is comparable to your old plan.

8.3 Termination by Subscriber. You may terminate your Account at any time upon 10 days advance written notice to DocuSign. If you wish to terminate, please provide notice by using DocuSign’s contact support page. Section 7.2 notwithstanding, if you terminate your annual Subscription Plan within the first 30 days of the Term of Subscription, you may submit a written request to DocuSign for a refund of the fees paid by you to DocuSign. DocuSign has no obligation to consider refund requests related to a termination of an annual Subscription Plan that does not occur in the first 30 days of the relevant annual Subscription Plan.

8.4 Default; Termination by DocuSign. You will be in default of this Agreement if: (a) you fail to timely pay any amount owed to us or an affiliate of ours; (b) you or an Authorized User associated with your Account breach any provision of this Agreement or violate any policy applicable to DocuSign Signature; (c) you are subject to any proceeding under the Bankruptcy Code or similar laws; or (d) if, in our sole discretion, we believe that continued use of DocuSign Signature by you creates legal risk for DocuSign or presents a threat to the security of DocuSign Signature or Subscribers. If you are in default, we may, without notice to you: (a) suspend your Account and use of DocuSign Signature; (b) withhold refunds and terminate your Account; (c) charge reactivation fees in order to reactivate your Account; or (d) pursue any other remedy available to us.

8.5 Effect of Termination. If this Agreement expires or is terminated for any reason: (a) Subscriber will pay to DocuSign any amounts that have accrued before, and remain unpaid, as of the date of the termination or expiration,

including those for the billing cycle in which termination occurs; (b) any and all liabilities of Subscriber to DocuSign that have accrued before the effective date of the termination will survive; (c) licenses and use rights granted to Subscriber with respect to DocuSign Signature and intellectual property will immediately terminate; (d) DocuSign's obligation to provide any further services to Subscriber under this Agreement will immediately terminate; and (e) the parties' rights and obligations under Sections 9.3, and 10 through 13 will survive.

9. WARRANTIES AND DISCLAIMERS

9.1 DocuSign Warranties. DocuSign warrants that: (a) DocuSign Signature as delivered to Subscriber and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) DocuSign Signature will perform materially in accordance with the Specifications in their then-current form at the time of the provision of such DocuSign Signature; (c) the proper use of DocuSign Signature by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et seq. (the “ESIGN Act”) to support the validity of such formation, to the extent provided in the ESIGN Act; (d) the proper use of DocuSign Signature by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.2(vi) and (vii) above.

9.2 Subscriber Warranties. You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use DocuSign Signature under this Agreement and to grant all applicable rights herein; (b) the performance of your obligations under this Agreement will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you are responsible for all use of DocuSign Signature associated with your Account; (d) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (e) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (f) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (g) you will use DocuSign Signature for lawful purposes only and subject to this Agreement; (h) you will not store, transmit, upload, or share content through DocuSign Signature that contains viruses or any other computer code, files or programs that interrupt, impair, destroy or otherwise limit in any way the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network; (i) you will not use DocuSign Signature in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of DocuSign Signature by others; (j) any

information you submit to DocuSign is true, accurate, and correct; and (k) you will not attempt to gain unauthorized access to the System or DocuSign Signature, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means.

9.3 Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN THIS SECTION 9, DOCUSIGN SIGNATURE AND THE SITE ARE PROVIDED “AS IS,” AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT DOCUSIGN SIGNATURE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER’S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF DOCUSIGN SIGNATURE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF DOCUSIGN SIGNATURE AND SITE ARE AT YOUR SOLE RISK.

Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the maximum extent permitted by, and for the minimum warranty period allowed by the mandatory applicable law.

10. SUBSCRIBER INDEMNIFICATION OBLIGATIONS

Subscriber will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) use of DocuSign Signature by Subscriber or its Authorized Users; (b) violation of this Agreement by Subscriber or its Authorized Users; (c) infringement of any intellectual property or other right of any person or entity by Subscriber or its Authorized Users; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by Subscriber or its Authorized Users.

11. LIMITATIONS OF LIABILITY

11.1 Disclaimer of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

11.2 Cap on Damages. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR SUBSCRIBER'S USE OF DOCUSIGN SIGNATURE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THIS AGREEMENT DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM.

11.3 Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the parties. This allocation is reflected in the pricing offered by DocuSign to Subscriber and is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of this Agreement, and each of these provisions will apply even if the warranties in this Agreement have failed of their essential purpose.

11.4 Jurisdictional Limitations.

A. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you. In that event, such exclusions and limitations shall apply to the maximum extent permitted by applicable mandatory law (and our liability shall be limited or excluded as permitted under mandatory applicable law).

B. DocuSign's potential liability to Subscribers domiciled in Germany is limited as described in Section 13.13 below.

12. CONFIDENTIALITY

12.1 “Confidential Information” means any trade secrets or other information of DocuSign or Subscriber, whether of a technical, business, or other nature (such as DocuSign’s software or Subscriber’s eContracts), that is disclosed to the other party (the “Recipient”) and that is marked “confidential,” or, whether or not marked, that a reasonable person would understand to be confidential given the circumstances of the disclosure. Confidential Information includes the terms and conditions of this Agreement, as well as pricing plans or discounts, and the features and functionality of DocuSign Signature. Confidential Information does not include any information that: (a) was known to Recipient before receiving it from the disclosing party; (b) is independently developed by Recipient without use of or reference to any Confidential Information of the other party; (c) is acquired by Recipient from another source that did not receive it in confidence from the other party to this Agreement; or (d) is or becomes part of the public domain through no fault or action of Recipient.

12.2 Restricted Use and Nondisclosure. During and after the Term of Subscription, Recipient will: (a) use the Confidential Information of the other party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its attorneys, auditors and consultants who are under confidentiality obligations at least as restrictive as contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

12.3 Required Disclosure. If Recipient is required by law to disclose Confidential Information of the other party or the terms of this Agreement, Recipient will give prompt written notice to the other party before making the disclosure, unless prohibited from doing so by the legal or administrative process, and assist the disclosing party to obtain where reasonably available an order protecting the Confidential Information from public disclosure.

12.4 Ownership. Recipient acknowledges that, as between the parties, all Confidential Information it receives from the disclosing party, including all copies thereof in Recipient’s possession or control, in any media, is proprietary to and exclusively owned by the disclosing party. Nothing in this Agreement grants Recipient any right, title or interest in or to any of the disclosing party’s Confidential Information. Recipient’s incorporation of the

disclosing party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

12.5 Remedies. Recipient acknowledges that any actual or threatened breach of this Section 12 may cause irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain. Accordingly, the disclosing party is entitled to (but not required to) seek injunctive relief in addition to all remedies available to the disclosing party at law and/or in equity, to prevent or mitigate any breaches of this Agreement or damages that may otherwise result from those breaches. Absent written consent of the disclosing party to the disclosure, the Recipient, in the case of a breach of this Section 12, has the burden of proving that the disclosing party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section 12.

12.6 Existing Obligations. The obligations in this Section 12 are in addition to, and supplement, each party's obligations of confidentiality under applicable law and under any nondisclosure or other agreement between the parties.

13. GENERAL

13.1 Relationship. At all times, the parties are independent contractors, and are not the agents or representatives of the other. This Agreement is not intended to create a joint venture, partnership, or franchise relationship between the parties. Non-parties do not benefit from and cannot enforce this Agreement. There are no third party beneficiaries to this Agreement. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSign's prior authorization.

13.2 Export Control Laws. Subscriber acknowledges that DocuSign Signature and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to its Subscribers (collectively "Excluded Data"), is subject to export control laws and regulations of the United States and other jurisdictions (collectively "Export Laws"). Subscriber represents and warrants that Subscriber and its Authorized Users: (a) are not located in, under the control of, or a national or resident of an embargoed country; (b) are not prohibited end user under Export Laws; and (c) will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by export laws, without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Subscriber is solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through DocuSign Signature. Subscriber shall advise DocuSign in the event the Excluded Data requires DocuSign to obtain additional licenses, permits and/or approvals from any government in the jurisdiction where Subscriber intends to use DocuSign Signature. Upon being advised of such a requirement, DocuSign may at its sole discretion: (a) terminate Subscriber's Account; (b) obtain such licenses, permits, and/or approvals as may be required; or (c) modify this Agreement such that additional licenses, permits, and/or approvals are no longer required to be obtained by DocuSign.

13.3 Third Party Content. We may provide, or third parties may provide, links to other web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us with respect to such sites. DOCUSIGN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE SITE. Your correspondence or

business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or partners on the Site.

13.4 Assignability. Subscriber may not assign its rights or obligations under this Agreement without DocuSign's prior written consent. If consent is given, this Agreement will bind Subscriber's successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under this Agreement except as expressly provided in this Agreement is void. DocuSign may freely assign its rights, duties, and obligations under this Agreement.

13.5 Notices. Except as otherwise permitted by this Agreement, any notice required or permitted to be given in accordance with this Agreement will be effective only if it is in writing and sent using: (a) DocuSign Signature; (b) by certified or registered mail; or (c) insured courier, to the appropriate party at the address set forth in Subscriber's registration information for Subscriber or on the Site for DocuSign, with a copy, in the case of DocuSign, to legal@docuSign.com. Either party may change its address for receipt of notice by notice to the other party through a notice provided in accordance with this Section 13. Notices are deemed given upon receipt if delivered using DocuSign Signature, two business days following the date of mailing, or one business day following delivery to a courier.

13.6 Force Majeure. Except for any payment obligations, neither party will be liable for failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

13.7 Mandatory Arbitration.

A. General. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, DOCUSIGN SIGNATURE, OR THE

SITE WILL BE RESOLVED BY BINDING ARBITRATION CONDUCTED BEFORE ONE ARBITRATOR, RATHER THAN IN COURT. The arbitration shall be administered by the Judicial Arbitration and Mediation Services [insert link to <http://www.jamsadr.com/> ("JAMS")] pursuant to JAMS' Streamlined Arbitration Rules and Procedures, if applicable, or otherwise pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules (the "JAMS Rules"). Either party may initiate the arbitration. The arbitration will be conducted in San Francisco County, California, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Payment of all fees will be governed by JAMS Rules.

B. No Class Actions. ANY SUCH CONTROVERSY OR CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND MAY NOT BE CONSOLIDATED WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY AND CANNOT BE BROUGHT AS A CLASS ACTION. If a court decides that this subsection on "No Class Actions" is not enforceable or valid, then the entire Section 13.7 (Mandatory Arbitration) will be null and void. But the remainder of this Agreement will still apply.

C. Smaller Claims. If your claim(s) total less than US \$5,000.00, then: (a) DocuSign will reimburse filing fees up to a maximum of US \$1,500.00, unless the arbitrator determines that your claims are frivolous; (b) DocuSign will not seek attorney's fees and costs, unless the arbitrator determines that your claims are frivolous; and (c) you may choose whether your participation in the arbitration will be conducted on the basis of documents provided to the arbitrator, through a telephonic hearing or by in-person hearing.

D. Provisional Remedies. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration.

13.8 Governing Law & Venue. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of California, U.S.A., without reference to its choice of law rules to the contrary. For purposes of determining the governing law, the parties agree that DocuSign is the proponent of this Agreement. Notwithstanding the parties' agreement to mandatory arbitration, either party may seek any interim or preliminary injunctive relief from a court of competent jurisdiction in San Francisco, CA, as necessary to protect the party's rights or property pending the completion of arbitration. The parties submit to the exclusive jurisdiction

of, and venue in, any federal or state court of competent jurisdiction located in San Francisco, California, U.S.A.

13.9 Language & Translations. DocuSign may provide translations of this Agreement or other terms or policies, such as the DocuSign Privacy Policy. Translations are provided for informational purposes and if there is a conflict between a translation and the English version, the English version will control.

13.10 Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

13.11 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under this Agreement is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

13.12 Entire Agreement. This Agreement, which includes the language and paragraphs preceding Section 1, is the final and complete expression of the agreement between these parties regarding DocuSign Signature. This Agreement supersedes all previous oral and written communications regarding these matters. Except as explicitly permitted in this Agreement, no modification or amendment of this Agreement shall be effective unless it is in writing and signed by the party against whom the modification or amendment is being asserted.

13.13 Limitations on Liability For Subscribers Domiciled in Germany.

A. DocuSign shall be fully liable for intentional and gross negligence, as well as for any damages arising from injury to life, body or health caused by DocuSign or any DocuSign Group Company.

B. In the case of slight negligence, DocuSign shall be liable only for breach of a material obligation ("Cardinal Duty"). A Cardinal Duty in the meaning of this Section 13.13 is an obligation, the fulfillment of which is essential to the performance of this agreement and on the fulfillment of which the contracting party may therefore rely.

C. In accordance with Section 13.13(B) above, DocuSign shall not be liable for any lack of economic results, loss of profit or indirect damages.

D. Liability in the meaning of Sections 13.13(B) and 13.13(C) above is limited to typical, foreseeable damages.

Attachment 3
Acceptable Use Policy

This Acceptable Use Policy (“AUP”) describes activities that are not allowed in connection with your use of the Pathwire Services. The AUP is incorporated by reference in your Agreement with Pathwire.

The Internet is still evolving, and the ways in which the Internet may be abused are also still evolving. Therefore, we may from time to time amend this AUP to further detail or describe reasonable restrictions on your use of our Services by publishing a revised version of the AUP at <https://www.mailjet.com/legal/sending-policy>, or in the event of a material adverse change to the AUP, by providing you thirty (30) days written notice.

If you breach this AUP we may limit, suspend, or terminate your account in accordance with our Terms of Use. We may intercept or block any content or traffic belonging to you or to users where services are being used unlawfully or not in accordance with this AUP.

1) Requirements.

Customer will follow these guidelines when sending emails and SMS using the Service:

1a – All email sending metrics to remain within Pathwire’s thresholds:

Statistic Thresholds	Acceptable levels*	Additional details
Bounces	$\leq 5\%$	Calculated on the number of messages that have bounced
Unsubscribes	$\leq 1.4\%$	or 1% if unsubs > clicks
Spam Complaints	$\leq 0.08\%$	Calculated on the number of messages that have been reported as spam

Calculated on the number of messages that have been reported as spam

*Pathwire reserves the right to update the parameters of the acceptable sending threshold without prior notice.

1b – Acquiring or sending to a third-party mailing list is prohibited. Use of contact lists that are bought, rented or scraped from third-parties is prohibited by law in most countries, and is absolutely prohibited on Pathwire servers.

1c – Emails and SMS (unless transactional) can only be sent where permission has been expressly obtained in nature, and can only be sent to recipients who have granted clear, explicit and provable consent to receive communication. This consent should be granted through a confirmed single or double opt-in system that clearly expresses the topic of the subscription on an online or offline form via an unmarked by default checkbox.

1d – Proof of consent must be provided in the event of an escalated abuse complaint. We take escalated abuse complaints received from recipients very seriously. At any given moment, you must be able to provide information regarding all email addresses and/or telephone numbers to which you’ve sent emails and/or SMS through the platform (including the basis of the obtained consent, when and how the email address or telephone number was collected, and any other pertinent proof of legal permission to contact the recipients).

1e – An unsubscribe link must be included in every marketing email campaign. All marketing campaigns must include a clear and concise link for recipients to easily opt-out of receiving future communication. The link must be easy for anyone to recognize, read, and understand. You must honor unsubscribe requests without undue delay. For marketing SMS, you must provide all the end-users the right to opt out of receiving any further SMS sent by you. Note that transactional and confirmation emails and transactional SMS do not require an unsubscribe link.

1f – Sender name and status must be clearly communicated in every email message. “From”, “To” and “Reply-To” fields must accurately and clearly identify the sender’s domain name and email address. When sending from a different domain name on behalf of a partner or related third-party organization, the email body must clearly communicate that the message is sent via a third-party domain. Any third-party domains must also be validated by the sender.

1g – Readily publish on your website and comply with a privacy policy that meets legal requirements and include a link to that policy in the body of each email.

2) Prohibited Behavior

You may not use our platform or Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including (but not limited to):

2a – Any activity or conduct that is likely to be in breach of any applicable laws, codes or regulations, including data privacy laws and laws relating to unsolicited commercial electronic messages;

2b – Any activity intended to withhold or cloak identity or contact information, including the omission, deletion, forgery or misreporting of any transmission or identification information, such as return mailing and IP addresses;

2c – Interference with the Services. Interfering with or otherwise negatively impacting any aspect of the Services or any third-party networks that are linked to the Services.

3) Prohibited Content

You may not publish, transmit or store on or via the Services any content or links to any content that Pathwire reasonably believes is illegal, harmful, unwanted, or otherwise poses a threat to the public. Moreover and unless the sender gives us sufficient and specific guarantees at our sole discretion, we do not work in principle with senders who promote the following activities or sends content, whether permitted by law or not, that includes the following, but is not limited to:

- Any payday loans, debt collection agencies, affiliate marketing, or anything that can be considered abusive or dishonest;
- Any gambling activity in violation of any required licenses, codes of practice, or necessary technical standards required under the laws or regulations of any jurisdiction in which your site is hosted or accessed;
- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, non-consensual sex acts, or otherwise unlawfully exploits persons under 18 years of age;
- Publish, transmit or store any content or links to any content that is excessively violent, incites violence, threatens violence, contains harassing content or hate speech, creates a risk to a person's safety or health, or public safety or health, compromises national security or interferes with an investigation by law enforcement;
- Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- Is defamatory or violates a person's privacy; or
- Is otherwise malicious, fraudulent, morally repugnant.

4) Excessive Use of Shared System Resources

You may not use any shared system provided by Pathwire in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may require you to repair coding abnormalities in your application if it unnecessarily conflicts with other Pathwire customers' use of the Services. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

5) Email Validation Requirements

Without limiting the application of any other provisions of this AUP, with respect to any of the Services' email validation features or functionality, you may not:

5a – Use the Services to verify the email address(es) of any person who has not affirmatively consented (i.e., opted-in) to, or who has expressly opted-out from receiving email communications from you;

5b – Use the Services to validate email addresses that were purchased, rented or similarly obtained from a third party (i.e., third party email lists); or,

5c – Use the Services to harvest or generate email addresses or otherwise determine the existence of unknown email addresses.

Last revised 01/14/2022. To see the previous terms, please [here](#).

THIS IS A LEGAL DOCUMENT BETWEEN YOU (**The State of Alabama**) AND CONNECTSUITE, INC. ("CSI") STATING THE TERMS AND CONDITIONS UNDER WHICH SUBSCRIBER MAY USE THE SOFTWARE AND SERVICES. BY CLICKING THE ACCEPT BUTTON OR USING OR ACCESSING THE SOFTWARE OR SERVICES, SUBSCRIBER INDICATES THAT SUBSCRIBER HAS READ AND UNDERSTANDS THE AGREEMENT AND AGREES TO BE BOUND BY THE TERMS SET FORTH IN THE AGREEMENT. IF SUBSCRIBER DOES NOT AGREE WITH THE AGREEMENT, SUBSCRIBER SHALL CLICK THE REJECT BUTTON AND SHALL NOT USE OR ACCESS THE SOFTWARE OR SERVICES.

CONNECTSUITE SUBSCRIPTION AGREEMENT

This ConnectSuite Subscription Agreement ("Agreement") is made as of the Effective Date, by and between ConnectSuite, Inc., a Minnesota corporation with offices located at 124 E Walnut Street – Suite 310, Mankato Minnesota 56001 ("CSI") and you, the party identified as Subscriber ("Subscriber").

WITNESSETH

WHEREAS, CSI is an affiliate of Krengel Technology, Inc. and is authorized to sublicense online access to that certain portfolio of software products under the name ConnectSuite ("Software" as defined hereinafter), and to provide services for such Software ("Services" as defined hereinafter); and

WHEREAS, Subscriber has received a Registration Key from Quadient to access the Software and Services pursuant to the terms of that certain Subscriber Application (as defined hereinafter); and

WHEREAS, Subscriber desires to access the Software and use the Services pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, Subscriber and CSI hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 – Recitals: The above recitals and identification of parties are true and correct.

Section 1.02 – Definitions: The following definitions shall apply:

- (1) Access: The term "access" and variants thereof (including, without limitation, "accessing" and "accessible") 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) Associates: The term "Associates" shall mean employees of CSI and independent contractors hired by CSI.
- (3) Authorized Person: The term "Authorized Person" shall mean a person or organization who is authorized in writing by CSI to receive Proprietary Information and who agrees to maintain the propriety and confidentiality of such Proprietary Information.
- (4) Cancellation Notice: The term "Cancellation Notice" shall mean that written notice sent by CSI to Subscriber seeking to cancel this Agreement because of breach by Subscriber.
- (5) Consulting Services: The term "Consulting Services" shall mean those certain consulting, support, and training services in connection with the ConnectSuite Technology and Services, as requested by Subscriber and approved by CSI in writing and provided to Subscriber by CSI at CSI's then current time and material rates.
- (6) Data: The term "Data" shall mean any and all data and information contained in or obtained from the Software (excluding Subscriber Content).
- (7) Documentation: The term "Documentation" shall mean any and all written manuals, user's guides, and Policy Statements concerning the Data, Software and Services, as provided in printed or electronic form to Subscriber by CSI.
- (8) Effective Date: The term "Effective Date" shall mean the first date by which Subscriber accepts this Agreement as set forth above.
- (9) Fee Schedule: The term "Fee Schedule" shall mean that certain schedule of fees and payment terms for access to the Software and use of the Services by Subscriber as modified by CSI from time to time.
- (10) Internet: The term "Internet" shall mean that certain global network of computers commonly referred to as the Internet.

- (11) ConnectSuite Technology: The term “ConnectSuite Technology ” shall mean the Registration Key, Data, Software, System, Documentation, and any and all Technology relating to the Software.
- (12) Licensed Content: The term “Licensed Content” shall mean third party Technology incorporated in whole or part into the ConnectSuite Technology.
- (13) Registration Key: The term “Registration Key” shall mean that certain user name and password assigned by Krengel Technology, Inc. to Subscriber for purposes of accessing the Software and Services (as issued to Subscriber by Quadient).
- (14) Policy Statement: The term “Policy Statement” shall mean that certain written statement of policies (in printed or electronic form) concerning Subscriber access to the ConnectSuite Technology and use of the Services as may be adopted by CSI and as modified by CSI from time-to-time.
- (15) Proprietary Information: The term “Proprietary Information” shall mean the Registration Key, Data and any and all information in connection with the ConnectSuite Technology which is disclosed to Subscriber by CSI or Quadient, or learned or obtained by Subscriber and is not: (i) conveyed to Subscriber by a third party (excluding Quadient); (ii) released by CSI without restriction; (iii) independently developed by Subscriber; and (iv) required by Court Order to be released by Subscriber.
- (16) Restatements: The term “Restatements” shall mean Section 757 of the Restatement of Torts, Section 39 of the Restatement (Third) of Unfair Competition, Section 1 of the Uniform Trade Secrets Act and 18 U.S.C. § 1839.
- (17) Services: The term “Services” shall mean those certain services as provided by CSI to Subscriber through the Software for purposes of accessing and retrieving Data and inputting and modifying Subscriber Content.
- (18) Software: The term “Software” shall mean that certain portfolio of software products available at URL <http://connect-suite.com> under the name ConnectSuite, including e-Certify, e-Delivery, e-Validate and e-Preference as made accessible to Subscriber by CSI.
- (19) Subscriber Application: The term “Subscriber Application” shall mean that certain Quadient Product Purchase Agreement for ConnectSuite as signed by Quadient and Subscriber requesting a Registration Key and access to the Software under the terms of this Agreement as received by CSI from Quadient.
- (20) Subscriber Content: The term “Subscriber Content” shall mean any and all Subscriber information used, stored or transmitted using the Software.
- (21) Subscription Fee: The term “Subscription Fee” shall mean those certain annual subscription fees charged by CSI for Subscriber access to the Software and use of the Services under this Agreement for the Term.
- (22) System: The term “System” shall mean computer systems and communications equipment used by CSI for hosting the Software.
- (23) Technology: The term “Technology” shall mean any and all information, data, applications, methodologies, techniques, ideas, solutions, processes, adaptations, products, concepts, procedures, works of authorship, software, scripts, documentation, flow charts, diagrams, software libraries, databases, data structures, data models, data dictionaries, fields, records, screen displays and graphic interfaces.
- (24) Term: The term “Term” shall mean a one year period of time starting on the Effective Date and shall renew as provided under Section 4.01 of this Agreement.
- (25) Unauthorized Access: The term “Unauthorized Access” shall mean any access to the Software except for the exclusive purposes of using the Services; accessing, retrieving, and viewing Data; and inputting, retrieving, modifying, or deleting Subscriber Content.
- (26) Unauthorized User: The term “Unauthorized User” shall mean any individual who accesses the Software or the Services except for: (1) employees of Subscriber authorized by Subscriber to access the Software or the Services for purposes of using the Services; accessing, retrieving, and viewing Data; inputting, retrieving, modifying, or deleting Subscriber Content; and (2) Authorized Persons.

ARTICLE II: SCOPE OF SERVICES

Section 2.01 – Access: CSI hereby grants Subscriber a non-exclusive and non-transferable license to access the Software and Documentation during the Term for purposes of using the Services, subject to the terms and provisions of this Agreement.

Section 2.03 – Subscriber Content: During the Term, Subscriber may create, store, access, retrieve, modify and delete Subscriber Content using the Software and the System.

Section 2.04 – Registration Key: Subscriber has been issued a Registration Key for purposes of accessing the Software and using the Services during the Term. Subscriber hereby accepts responsibility for, and shall be liable for, all access to the Software, Data and Services in connection with the Registration Key. Subscriber shall access the Software and the Services only using the Registration Key. Subscriber shall be responsible for the confidentiality and maintenance of the Registration Key. Modification and termination of the Registration Key shall be subject to written approval of CSI. All assignments of the Registration Key by Subscriber shall be void.

Section 2.05 – Unauthorized Access: Subscriber shall prevent Unauthorized Users from accessing the Software using the Registration Key. Subscriber shall prevent Unauthorized Access to the Software using the Registration Key.

Section 2.06 – Lawful Purpose: Subscriber represents and warrants that Subscriber access to the Software shall not violate any contract, statute, rule, regulation or other obligation under which Subscriber is bound. Subscriber represents and warrants that Subscriber shall not access the ConnectSuite Technology to conduct or solicit the performance of any business or activity that is tortious or prohibited by law. Subscriber shall access Subscriber Content only and shall not access the content or data of other subscribers or licensees of the Software.

Section 2.07 – Policy Statement: Subscriber shall comply with the Policy Statement. CSI may modify the Policy Statement from time to time in the exclusive discretion of CSI. Such modified Policy Statement shall be deemed accepted and approved by Subscriber upon notice to Subscriber as provided under Section 8.08 of this Agreement.

Section 2.08 – Reasonable Assistance: Subscriber shall contact Quadient for assistance and support.

ARTICLE III: HOSTING SERVICES

Section 3.01 – Hosting: During the Term, CSI shall host the Software and Subscriber Content on the System to provide Subscriber online internet access to the Software and Services.

Section 3.02 – Back-Up: CSI shall perform routine backup of files stored on the System, including Subscriber Content.

Section 3.05 – Service Level: The Software shall be made available to Subscriber twenty four (24) hours a day, seven (7) days a week, less downtime that is attributable to: (i) scheduled network, hardware, or service maintenance; (ii) the acts or omissions of Subscriber or Subscriber's employees, agents, contractors; or (iii) a failure of the Internet (collectively, the "Excusable Downtime").

Section 3.06 – Conversion: Subscriber hereby acknowledges that CSI may remove, migrate, or convert (as the case may be) the Subscriber Content from time to time, for the purposes of maintenance, installation, updates, replacements, backup, or modifications to the Software or System.

ARTICLE IV: TERM OF AGREEMENT

Section 4.01 – Term: This Agreement shall be valid for the Term. The Term shall automatically renew on the anniversary date of the Effective Date unless this Agreement is earlier terminated or canceled as provided hereunder.

Section 4.02 – Termination Limitations: This Agreement shall only be terminated or canceled as provided under this Article IV.

Section 4.03 – Termination: Either party may terminate this Agreement for convenience upon providing advance written notice of termination to other party as of the date sixty days preceding the next following anniversary date of the Effective Date. In such case the termination date shall be the last date of the then current term. Subscriber, in its sole discretion, may terminate or reduce the scope of the Agreement in the event of (1) a reduction in appropriations to any of the fund(s) from which CSI is to be paid for services under the Agreement, or (2) the proration of such funds being declared in accordance with Alabama law.

Section 4.04 – Cancellation for Cause: If Subscriber fails to comply with any obligation under this Agreement, CSI may cancel this Agreement by sending Cancellation Notice describing the noncompliance to Subscriber. Upon receiving Cancellation Notice, Subscriber shall have thirty (30) days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required thirty-day period, CSI shall have the right to cancel this Agreement as of the thirty-first (31st) day following the date of the Cancellation Notice.

Section 4.05 – Shut-off: Notwithstanding Sections 4.03 and 4.04, CSI shall have the right to disable and deny the Registration Key and cancel the Agreement without notice upon Subscriber violation of Section 2.06, Subscriber breach of the Subscriber Application or upon CSI receipt of notice from a third party challenging use of the Software and Services by Subscriber.

Section 4.06 – Deactivation and Removal: Upon termination or cancellation of the Agreement, CSI shall have the right to disable and deny the Registration Key and cease all Subscriber access to the Software and Services. Upon termination or cancellation of the Agreement, CSI shall remove, migrate or convert (as the case may be) the Subscriber Content and CSI shall destroy all Subscriber Content in its possession, except as otherwise agreed by the parties. Upon request by Subscriber and approval by CSI in writing, CSI shall assist Subscriber to transfer the Subscriber Content to Subscriber or a third party. Subscriber shall be responsible for and shall pay all fees and costs in connection therewith. Subscriber shall destroy or return (as requested by CSI) any copies of Documentation, or CSI property in possession of Subscriber.

ARTICLE V: FEES

Section 5.01 – Subscription Fee: Subscriber shall pay the Subscription Fee to CSI in advance of each Term as set forth in the Fee Schedule and as invoiced by Krengel Technology, Inc. (as agent for CSI) to Quadient pursuant to the terms of the Subscriber Application. Neither the Subscriber Fee nor any portion thereof shall be refunded by CSI in the event of termination of this Agreement by Subscriber or cancellation of this Agreement by CSI. CSI shall have the right to modify the Fee Schedule from time to time upon providing Subscriber advance written notice of such modifications.

Section 5.02 – Costs: Subscriber shall pay all costs incurred in accessing the Software and using the Services, including (without limitation) all telecommunications charges.

Section 5.03 – Consulting Services: Any Consulting Services provided by CSI to Subscriber shall be invoiced to Subscriber by CSI at the time and material rates of CSI prevailing at the time such services are rendered as set forth in the Fee Schedule.

Section 5.04 – Invoice: Krengel Technology, Inc. (as agent for CSI) shall invoice Quadient for the Subscription Fee. Subscriber hereby acknowledges that Quadient failure to pay any such invoice within sixty days of receipt by Quadient shall be cause for cancellation of this Subscription Agreement by CSI and deactivation of the Registration Key of Subscriber. Subscriber shall authorize Quadient to pay any invoices submitted by CSI (in printed or electronic form) for fees and expenses in connection with Subscriber use of the Software and Services as approved by Subscriber.

ARTICLE VI: INTELLECTUAL PROPERTY

Section 6.01 – Ownership and Title: Title to the ConnectSuite Technology (excluding Licensed Content and Subscriber Content), including ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of Krengel Technology, Inc.. CSI hereby represents and warrants the CSI has been authorized by Krengel Technology, Inc. to license the Software to Subscriber as set forth under this Agreement.

Section 6.02 – Reverse Engineering: Subscriber shall not reverse engineer the Software and shall use reasonable efforts to prevent reverse engineering of the Software.

Section 6.03 – Modifications: Subscriber shall not copy the Software and Documentation and shall not allow the Software and Documentation to be copied without the prior written consent of CSI. Subscriber shall not modify the Software and Documentation and shall not allow the Software and Documentation to be modified without the prior written consent of CSI. If the Software or Documentation is modified, such modifications shall be the sole and exclusive property of CSI and CSI shall own any and all of the rights, title, and interests to such modifications, including (but not limited to) any and all copyrights, patents, and trade secrets related thereto.

Section 6.04 – Proprietary Information: Subscriber shall not disclose Proprietary Information except to Authorized Persons. Subscriber shall hold Proprietary Information in strict confidence and shall not duplicate, use or disclose Proprietary Information except as otherwise permitted under this Agreement or as required by law. Subscriber hereby acknowledges and agrees that the Proprietary Information derives independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; is the subject of reasonable efforts under the circumstances to maintain its secrecy; and is a trade secret as defined under the Restatements.

Section 6.05 – No Contest: Subscriber shall not contest or aid in contesting the ownership or validity of the copyrights, trademarks, service marks and trade secrets of CSI in connection with the ConnectSuite Technology.

Section 6.06 – Employee Pirating: Subscriber shall not induce or solicit (directly or indirectly) any Associate to leave the employ or hire of CSI or engage (directly or indirectly) the services of such Associates (as an employee, consultant, independent contractor or otherwise) without the prior written consent of CSI.

Section 6.07 – Noncompete: Subscriber shall not (directly or indirectly) promote, advertise, market or provide any product or service similar to or competitive with the Software.

ARTICLE VII: WARRANTY

Section 7.01 – Warranty: CSI hereby represents and warrants that the Services shall be provided on a reasonable efforts basis and shall conform to the standards generally observed in the industry for similar services. CSI hereby represents and warrants that the Software shall perform substantially as set forth in the Documentation.

SECTION 7.02 – WARRANTY LIMITATION: THE WARRANTY SET FORTH IN SECTION 7.01 IS IN LIEU OF ALL OTHER WARRANTIES BY CSI, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. EXCEPTING THE WARRANTY SET FORTH IN SECTION

7.01, CSI HEREBY DISCLAIMS AND SUBSCRIBER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CSI DOES NOT GUARANTEE OR WARRANT THE ACCURACY, COMPLETENESS OR USEFULNESS OF THE SOFTWARE. CSI DOES NOT MAKE ANY WARRANTY AND SUBSCRIBER HEREBY WAIVES ANY AND ALL WARRANTIES AS TO THE RESULTS OBTAINED FROM THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF THE SOFTWARE. SUBSCRIBER HEREBY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICES SHALL BE AT THE SOLE AND EXCLUSIVE RISK OF SUBSCRIBER AND SUBJECT TO THE RESTRICTIONS, TERMS AND CONDITIONS, RULES, REGULATIONS, POLICIES, APPLICABLE LAWS AND THE POLICY STATEMENT GOVERNING THE SERVICES. CSI SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR HARM OR DAMAGES RESULTING FROM OR ARISING OUT OF SUBSCRIBER INABILITY TO USE THE SERVICES.

Section 7.03 – Inaccuracies: Subscriber hereby acknowledges that the Data may contain errors, inaccuracies and omissions. CSI shall not be responsible for editing, correcting, modifying, reviewing or deleting any such Data. Subscriber shall assume any and all risk of loss, harm or damage associated with Subscriber access to and use of the ConnectSuite Technology.

Section 7.04 – Express Warranties: Subscriber hereby acknowledges and agrees that Krengel Technology, Inc. and CSI (including officers, employees, agents, directors and independent contractors of CSI and Krengel Technology, Inc.) have not made or granted to Subscriber any express warranties concerning the ConnectSuite Technology, excepting the warranty in Section 7.01.

Section 7.05 – Limitation of Damages: CSI shall not be liable to Subscriber for any lost profits or consequential, exemplary, incidental or punitive damages, regardless of whether CSI has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. Notwithstanding any provision to the contrary, the liability of CSI for any reason and for any cause of action whatsoever in connection with the ConnectSuite Technology shall be limited to the Subscriber Fee for one calendar year of access. The sole remedy for Subscriber for any reason and for any cause of action whatsoever in connection with this Agreement, regardless of the form of action, whether in contract or tort, including negligence shall be modification of the Software as determined by CSI.

Section 7.06 – Force Majeure: CSI shall not be liable to Subscriber for failing to perform its obligations hereunder because of circumstances reasonably beyond the control of CSI. Such circumstances shall include (without limitation) any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, labor disputes, power failure, delays in transportation or deliveries of supplies or materials, acts of God, computer failure, hardware failure, telecommunications failure, software failure, failure of Subscriber to cooperate with the reasonable requests of CSI, breach of this Agreement by Subscriber, and any other events reasonably beyond the control of CSI.

Section 7.07 – Content Warranty: Subscriber represents and warrants that any and all information provided by Subscriber in connection with this Agreement, the Subscriber Application, the Registration Key and the Software shall be true, accurate, complete and current.

Section 7.08 – [Reserved].

Section 7.10 – Subscriber Warranty: Subscriber hereby represents and warrants that Subscriber possesses all necessary rights, title, and interest in the Subscriber Content, free and clear of any encumbrances, third-party interests, and restrictions for purposes of using the Software. Subscriber shall comply with the obligations of Subscriber under the Quadient Product Purchase Agreement for ConnectSuite as signed by Quadient and Subscriber. Subscriber shall not disclose, export, distribute or transfer any Data to any third party individual or entity or any division, affiliate, or subsidiary of Subscriber located in any country other than the United States in violation of the export laws and regulations of the United States.

Section 7.11 – Loss of Subscriber Content: Programming, software design errors, maintenance of the Software, or unauthorized access to the Software may result in the loss of Subscriber Content. CSI shall not be responsible for any loss of Subscriber Content.

Section 7.12 – Merchantability Limitation: Subscriber is solely responsible for determining whether the Software and Services are suited for Subscriber's needs and the results obtained from the Software and Services. CSI makes no claim that the Software and Services are suitable for the needs of Subscriber.

ARTICLE VIII: MISCELLANEOUS

Section 8.01 – Assurances: Subscriber represents and warrants that all representations, warranties, recitals, statements and information provided to CSI under this Agreement are true, correct and accurate as of the Effective Date.

Section 8.02 – Entire Agreement: This Agreement contains the entire understanding of the parties relating to the Software and Services and supersedes all previous verbal and written agreements between CSI and Subscriber relating to the Software and Services. The Subscriber

Application, Policy Statement, and Fee Schedule (as modified by CSI from time to time) are incorporated herein by this reference and made a part of this Agreement.

Section 8.03 – Amendments and Modifications: Excepting modifications to the Policy Statement and Fee Schedule, any alteration, modification or amendment of this Agreement shall be void unless such alteration, modification or amendment is in writing and signed by the parties hereto.

Section 8.04 – Severability: If a provision of this Agreement is rendered invalid the remaining provisions shall remain in full force and effect.

Section 8.05 – Captions: The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 8.06 – Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8.07 – Governing Law: This Agreement is governed by the laws of the State of Alabama, without regard to any rules of conflict or choice of laws that require the application of laws of another jurisdiction, and venue shall be Montgomery, Alabama.

Section 8.08 – Subscriber Notice: All notices shall be in writing. Notices to Subscriber shall be deemed delivered when delivered electronically, by commercial overnight delivery service, by Certified or Registered Mail - Return Receipt Requested - or by hand to an address set forth for Subscriber on the Subscriber Application. Notices to Subscriber shall be deemed given on the date notice is delivered electronically or by hand to Subscriber or on the date of receipt by Subscriber (as evidenced in the case of Certified or Registered Mail by Return Receipt), whichever occurs first. Notices delivered to Subscriber electronically (including, without limitation, electronic mail) shall be deemed written notices.

Section 8.09 – CSI Notice: Notices to CSI shall be deemed delivered when delivered by commercial overnight delivery service, Certified or Registered Mail - Return Receipt Requested - or by hand to the person and address set forth in the statement of parties (above) for CSI.. Notices to CSI shall be deemed given on the date notice is received by CSI (as evidenced in the case of Certified or Registered Mail by Return Receipt).

Section 8.10 – Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, singular or plural, as the context shall require.

Section 8.11 – Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate remedy to CSI. In addition to all other remedies that may be available at law or equity, CSI shall have the rights of specific performance and injunction in the event of a breach or threatened breach of this Agreement by Subscriber.

Section 8.12 – Bankruptcy: If any party must institute, defend, appear or attend a bankruptcy proceeding as a result of the filing of bankruptcy by another party, the filing party shall pay fees and expenses. If any party has a bankruptcy proceeding filed against it, the other party shall recover attorney fees, expert witness fees, and other costs incurred by such other party in connection with the bankruptcy proceeding, hearing or trial.

Section 8.13 – Waiver: Waiver of a breach of this Agreement shall not constitute a waiver of any other breach. All remedies under this Agreement are in addition to equitable remedies and remedies provided by law and are cumulative. Failure to enforce any provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Agreement shall not be binding unless such waiver is in writing and signed by the waiving party.

Section 8.14 – Assignments: Any and all assignments of rights hereunder by Subscriber shall be void.

Section 8.15 – Public Announcements: All public announcements concerning the Software or the relationship of Subscriber and CSI under this Agreement shall be subject to the prior written approval of CSI.

Section 8.16 – Disputes: In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, CSI's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar. Notwithstanding any provision of this Agreement, the State of Alabama does not release or waive, expressly or implied, its right to assert sovereign immunity or any other affirmative defense right it may have under law.

Section 8.17 – Litigation Expense: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation.

State of Alabama ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between Quadient Leasing USA, Inc. (“Quadient Leasing”) and State of Alabama (“Customer”) with reference to the following:

A. Quadient Leasing and Customer are entering into a Software Solutions Finance Agreement (the “Agreement”), pursuant to which Quadient Leasing will providing the financing for certain Products to Customer.

B. Any defined term used herein shall have the same meaning as in the Agreement.

In consideration of the mutual covenants contained herein, and in the Agreement, the parties agree as follows:

1. Customer acknowledges they are purchasing Electronic Certified Mail subscription services at the annual volume band for a number of Electronic Certified Mail (each an “eCert”), as indicated on the Software Solutions Finance Agreement Order Form (“Annual Volume Band”). In the event Customer exceeds their Annual Volume Band in any year, Customer agrees to pay an overage charge for each eCert used over their Annual Volume Band as outlined below (the “Overage Charge”). The Overage Charge will be determined as a product of the number of eCerts You process in excess of Your Annual Volume Band multiplied by the Overage Charge associated with Your Annual Volume Band. The Overage Charge, if any, will be calculated and invoiced by Us to You annually, at the end of the Agreement year*.”

Annual Volume Band (# of eCerts) *	Overage Charge
1-500	\$ 0.48
501-1,000	\$ 0.43
1,001-2,000	\$ 0.41
2,001-4,000	\$ 0.30
4,001-8,000	\$ 0.28
8,001-16,000	\$ 0.27
16,001-32,000	\$ 0.24
32,001-64,000	\$ 0.22
64,001-128,000	\$ 0.20
128,001-200,000	\$ 0.18
200,001-256,000	\$ 0.17
256,001-384,000	\$ 0.14
384,001 and above	\$ 0.12

* Volume bands renew annually on the commencement date of the Agreement

The Agreement and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Agreement and this Addendum, the terms of the Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

Customer:

Quadient Leasing USA, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

State of Alabama eCertify OVERAGE AGREEMENT

This Overage Agreement is by and between Quadient, Inc. (“Quadient”) and State of Alabama (“Customer”) with reference to the following:

- A. Quadient and Customer are currently parties to the NASPO CTR058809 dated January 1, 2023 (the “Agreement”).
- B. Concurrently, Quadient and Customer are entering into a subscription agreement for Electronic Certified Mail pieces (“eCertify”).
- C. Any defined term used herein shall have the same meaning as in the Agreement.

In consideration of the mutual covenants contained herein, and in the Agreement, and the eCertify terms, the parties agree as follows:

1. Customer agrees that their use of the eCertify Services is limited to the number of Electronic Certified Mail pieces (each an “eCert”) indicated on the purchase order (“Annual Volume Limit”). In the event the Customer exceeds the Annual Volume in any year, Customer agree to pay an overage charge for each eCert used over the Annual Volume Limit as outlined below (the “Overage Charge”). The Overage Charge will be determined as a product of the number of eCerts Customer processes in excess of the Annual Volume Limit multiplied by the Overage Charge associated with tier for the excess as set forth below:

Annual Volume Band (# of eCerts) *	Overage Charge
1-500	\$ 0.48
501-1,000	\$ 0.43
1,001-2,000	\$ 0.41
2,001-4,000	\$ 0.30
4,001-8,000	\$ 0.28
8,001-16,000	\$ 0.27
16,001-32,000	\$ 0.24
32,001-64,000	\$ 0.22
64,001-128,000	\$ 0.20
128,001-200,000	\$ 0.18
200,001-256,000	\$ 0.17
256,001-384,000	\$ 0.14
384,001 and above	\$ 0.12

* Volume bands renew annually

The Agreement, the purchase order and this Overage Agreement contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the

execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Agreement, the purchase order and this Overage Agreement, the terms of this Overage Agreement shall control.

The parties have caused this Overage Agreement to be executed by their duly authorized representatives on the date set forth below.

Customer:

Quadient, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

State of Alabama Usage Schedule for Quadient Impress Cloud Services

This Usage Schedule for Quadient Impress Cloud Services (the "Schedule") is by and between Quadient, Inc. ("Quadient") and _____ ("Customer") and identifies the Quadient Impress Cloud Services (the "Services") purchased by Customer subject to the terms of the End User License Agreement for Quadient Impress Cloud Services US executed between Quadient and the State of Alabama (the "EULA") and the Ordering Document, indicating the Customer's Subscription Services and associated Subscription Plan (the "Ordering Document"). This Schedule, the EULA and Ordering Document shall be referred to collectively as the "Agreement" and all terms of the EULA and Ordering Document are incorporated herein by reference. In the event of a conflict between the terms of the EULA, Ordering Document and this Schedule, the terms of this Schedule control.

I. Definitions

Terms defined in the EULA or Ordering Document shall have the same meaning when used in this Schedule.

II. Purpose

This Schedule sets forth the commercial terms and pricing governing Customer's usage in conjunction with Customer's Subscription Services as further detailed in the Ordering Document and EULA.

III. Term

This term of this Schedule shall be coterminous with the term set forth in the Ordering Document.

IV. Usage Fees ***

		Usage Type	Invoice Unit*	Pricing
Portal Usage	IMPPORT1	Portal	Per Communication Piece	\$0.15
Distribute Usage	IMPARCH1	Archive	Per Communication Piece/year	\$0.06
	IMPSMS1	SMS/Text	Per SMS/Text	\$0.15
	IMPEMT1	eMail Transactional	Per eMail	\$0.05
	IMPEMN1	eMail Notification	Per eMail	\$0.02
	IMPFIRSTP1	First Page (US Letter, #10)	Per Envelope	\$0.23
	IMPADDP1	Additional page (US Letter)	Per Page	\$0.14
	IMPCOL1	Color print (upcharge)**	Per Page	\$0.09
	IMP6X91	6x9 (upcharge)**	Per Envelope	\$0.04
	IMPC41	Flat (9x12) (upcharge)**	Per Envelope	\$0.23
	IMPBOX1	Box SM (upcharge)**	Per Box	\$6.90
	IMPLBOX1	Box LG (upcharge)**	Per Box	\$8.20
	IMPBRE1	BRE	Per Envelope	\$0.08
	IMPUSRET1	Retail Rate Handling Fee	Per Envelope	\$0.14
	IMPFLPR1	Presort for Flat (9x12)	Per Communication Piece	\$0.70
	IMPECERT1	e-Certified w/Return Receipt (upcharge) **	Per Envelope	\$0.95
Automate Usage	IMPAUT1	IMPRESS BASIC & BASIC PLUS Automate Usage Overage	Per Page	\$0.05
	IMPAUT2	IMPRESS OFFICE Automate Usage Overage	Per Page	\$0.04
	IMPAUT3	IMPRESS BUSINESS Automate Usage Overage	Per Page	\$0.03
	IMPAUT4	IMPRESS PROFESSIONAL Automate Usage Overage	Per Page	\$0.02
	IMPAUT5	IMPRESS ENTERPRISE Automate Usage Overage	Per Page	\$0.01
	IMPAUT6	IMPRESS ENTERPRISE PLUS Automate Usage Overage	Per Page	\$0.01

*The Invoice Unit does not include the cost of postage which shall be in addition to base fee (First Page) noted in the table above.

**Charges are in addition to the base fee (First Page) set forth in the table above.



*** All envelope sizes carry an additional upcharge (Retail Rate Handling Fee) if retail is selected.

As set forth herein, the Invoicing Units set forth in the table shall be defined as follows:

- “Page” shall mean a single side 8.5X11
- “Communication Piece” shall mean envelope

Quadient may introduce access to new technologies, functionality, or services (collectively, “Features”) that Customer may use for an additional Fee. Customer is responsible for paying any associated Fees for any Features used by Customer during the Term.

Fees payable hereunder, including usage Fees for any such Features, are published on the Quadient website at [https:// www.quadient.com/impressusages2022](https://www.quadient.com/impressusages2022).

Customer may monitor its usage on the Quadient Impress Platform. Customer shall use the Services (including Features) at Customer’s sole risk, and Customer shall bear any and all responsibilities for its actions and use, including payment of any applicable Fees, carried out under and that results from the Customer’s use of the Services. Customer shall be responsible for payment of: (i) Customer’s actual Usage, measured and calculated basis the table available on the Quadient website, and (ii) actual postage costs.

The Parties agree that any dispute between the Parties as to the Usage shall be finally determined utilizing the information provided by the Quadient Impress Platform.

V. Invoicing and Payment

Usage Fees and any postage costs shall be invoiced monthly in arrears and shall be based upon actual usage. Invoices will be payable NET 30 days from Customer’s receipt of Quadient’s invoice.

VI. Restrictions

Additional volume or other restrictions as set forth in Section IV Usage Fees, above. This Usage Schedule is restricted to the United States of America (“Territory”).

VII. Entire Agreement

This Schedule, the EULA and the Ordering Document collectively constitute the sole and entire agreement of the Parties regarding the scope contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such scope.

IN WITNESS WHEREOF the Parties have executed this Usage Schedule to be effective as per the Schedule Effective Date.

Customer: _____
Name: _____
Title: _____
Signature: _____
Date: _____

QUADIENT: Quadient, Inc.
Name: John Tartaro
Title: Deputy CFO
Signature: John Tartaro
Date: 12/30/2022

State of Alabama S. M. A. R. T.® END USER LICENSE AGREEMENT

This Subscription Services Agreement (the “Agreement”) is between Quadient, Inc. (“Quadient”, “We”, “Us”, or “Our”), a Delaware corporation with its principal place of business at 478 Wheelers Farms Road, Milford, CT 06461 and the legal entity accepting this Agreement (“Customer”, “You”, or “Your”).

You have entered a Postage Meter Rental Agreement with Quadient and a Quadient Postage Funding Agreement with Quadient Finance USA, Inc., an affiliate of Quadient. You understand that, by using the Services with your postage meter and using the Services to generate shipping labels with evidence of postage, you will pay for the postage associated with such labels via Your Quadient Postage Funding Account. Any defined terms in the Postage Meter Rental and Quadient Postage Funding Account Agreement(s) shall have the same meanings in this End User License Agreement.

YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT, MAY NOT USE THE SERVICES, AND SHALL BE ENTITLED TO CANCEL ANY ORDER FOR THE SERVICES FOR A REFUND OF ANY FEES ALREADY PAID THEREFOR.

1. Scope. This Agreement defines the basic terms and conditions under which Quadient will provide You with certain services. From time to time, We may amend the Agreement, and will provide You with notice of such amendment.

2. Services.

a. The shipping technology services provided shall include any software, copyrighted or trademarked material, trade secrets, documentation, or other proprietary information or technologies made available or downloaded in connection with such services, any maintenance and services related thereto, and all Content and Systems related to any of the foregoing (collectively, the “Services”), and shall be: (i) provided by Quadient pursuant to this Agreement; and (ii) accessible via a web-based browser to You.

b. For purposes of this Agreement: (i) “Content” means (1) materials, software code and systems, and (2) user-perceptible text and multimedia information including, but not limited to, images, text, sound, data, audio, video, graphics, documentation, photographs and artwork; (ii) “Systems” means database systems, transaction processing systems, display systems, application logic or other automated functionality, and (iii) “Carriers” mean any carriers (such as the United States Postal Service (“USPS®”), FedEx®, UPS® and DHL for example) which are used in connection with the Services. The Services shall be



used in a lawful manner and in compliance with all applicable federal, state, and local laws and regulations.

c. Quadient warrants and agrees: (i) to provide the Services with the reasonable standard of care, skill, and diligence normally provided by professionals or experts in the performance of such Services or similar services; and (ii) the Services will perform as outlined in the applicable user manuals and documentation for the particular Service. Your sole and exclusive remedy for breach of any of the foregoing warranties shall be to: (1) terminate this Agreement; or (2) have Quadient perform the maintenance referenced in Section 4 of this Agreement.

3. Fees, Expenses and Taxes. As a condition to receiving the Services, You shall pay Quadient the fees set forth in an applicable order form within 30 days of invoice date. Any amounts not paid within 30 days of invoice date shall accrue interest at a rate of 1.5% per month. You shall pay or reimburse Quadient at cost for any taxes relating to the Services, excluding taxes based on the income of Quadient.

4. Maintenance. Quadient shall provide maintenance for the Services for the purpose of correcting material errors or defects in the Services as originally provided to You pursuant to this Agreement and as subsequently modified by Quadient or as updated by Quadient. Quadient currently expects to continue to make the services available in the future. However, Quadient has the right at any time and for any reason to modify or discontinue the Services (or any aspect or feature of the Services) including but not limited to its content, functionality, hours of availability, or equipment needed for its access or use. YOU AGREE THAT QUADIENT SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THE SERVICES.

5. Security. You are responsible for maintaining the confidentiality of the password(s) and other account information that You use to access the Services. You are fully responsible for the activities of all individuals (each a "User") that use the Services associated with Your postage meter. You agree to notify Quadient immediately of any unauthorized use of a User's password or account or any other breach of security. Quadient cannot and will not be liable for any loss or damage arising from any failure by Customer to comply with this Section 5. Although Quadient has taken reasonable measures to protect the security of the information submitted by Customer in connection with the Services ("Submitted Information"), Quadient except to the extent required by applicable law, has no obligation to store or maintain any Submitted Information.

6. License. Subject to the terms and conditions of this Agreement, Quadient grants You, on a revocable basis, a limited, non-exclusive, non-transferable license to use, for purposes of this Agreement and during the term of this Agreement, the Services and related materials and documents delivered in connection with the Services.

7. Term. The term of this Agreement shall run concurrently with the term of the Postage Meter Rental Agreement for the postage meter with which the Services are associated.

8. Termination. Either party shall have the right to immediately terminate this Agreement in the event the other party: (a) fails to comply with any material term or condition of this Agreement and such



failure is not remedied within thirty (30) days after written notice describing such failure in reasonable detail; (b) becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or similar officer for all or parts of its business or assets; or (c) avails itself of or becomes subject to any bankruptcy proceeding under Federal law or any statute of any state relating to insolvency or the protection of rights of creditors. Upon termination: (i) all licenses under this Agreement shall terminate; (ii) the parties shall pay all outstanding sums owed to each other; (iii) each party shall immediately return to the other, or certify destruction of, all papers and documents which may contain Confidential Information of the other party; (iv) You shall discontinue use of the Services, and (v) You shall have no residual rights with respect to the Services or other related Quadient Confidential Information.

9. Confidentiality. This Agreement and all written technical and business information of each party, including the Services (and all modifications thereto), and all other documents and written disclosures marked or identified as "confidential" or "proprietary", furnished by one party (the "Disclosing Party") to the other (the "Receiving Party") under or in contemplation of this Agreement shall remain the property of the Disclosing Party (all hereinafter designated as "Confidential Information"). Unless the Disclosing Party otherwise agrees in writing, such Confidential Information: (i) shall be treated as confidential and proprietary by the Receiving Party and shall be used by the Receiving Party only for the purposes of performing the Receiving Party's obligations under this Agreement; (ii) shall not be reproduced or copied in whole or in part, except as necessary for use as authorized in this Agreement; and (iii) shall be made available only to such employees, if any, of the Receiving Party who have a need to have access to such Confidential Information and are obliged to comply with the terms and restrictions of this Section. The foregoing conditions do not apply to any information which: (i) was in the public domain at the time it was communicated to the Receiving Party by the Disclosing Party; (ii) entered the public domain subsequent to the time it was communicated to the Receiving Party by the Disclosing Party, through no fault of the Receiving Party; (iii) was in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party by the Disclosing Party; (iv) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was communicated to the Receiving Party by the Disclosing Party; (v) was developed by employees or agents of the Receiving Party independently of and without reference to any information communicated to the Receiving Party by the Disclosing Party; or (vi) must be disclosed pursuant to court order or other governmental requirement, provided that the Receiving Party promptly discloses any such requirement to the Disclosing Party, and provides Disclosing Party a reasonable opportunity to seek a protective order. In the event of a disputed disclosure, the Receiving Party shall bear the burden of proof of demonstrating that the information falls under one of the above-described exceptions.

10. Use, Restrictions and Ownership.

a. You may only use the Services internally for their intended purpose. You shall not commit or permit Service Misuse, and Quadient may immediately terminate, limit or suspend Your access to the Services if: (i) You engage in or permit Service Misuse; or (ii) We reasonably determine that Your acts or omissions are likely to expose Quadient to liability if their use is not immediately terminated, limited or



suspended. For purposes of this Agreement, "Service Misuse" shall be any use which: (i) is reasonably considered to be illegal or unlawful or expressly not permitted under this Agreement; (ii) infringes upon the patent, copyright, trademark, trade secret, confidential information or other intellectual property rights of a third party (provided same does not arise out of the intended use of the Services by You as permitted under this Agreement or the Schedules); or (iii) violates general standards of behavior on the Internet or otherwise constitutes network and system abuse (although You shall receive five (5) days' notice and an opportunity to cure within such period before Quadient permanently terminates Your access to the Services).

b. You shall not: (i) reverse engineer, decompile, disassemble, or translate the Services; (ii) apply any procedure or process to the Services in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Services or any trade secret or confidential information or process contained in the Services; (iii) remove any product identification, copyright or other notices contained in the Services; (iv) transfer the Services or the license granted herein, in whole or in part; (v) provide, lease, lend, reproduce, distribute, or otherwise commercially exploit the Services; or (vi) modify or create derivative works of the Services. You further agree to use Your reasonable efforts to protect the Services from unauthorized use, illegal reproduction or illicit distribution. We retain all right, title and interest in the Services, including all related intellectual property rights, and any modifications, enhancements and derivatives thereto, regardless of who contributes to the Services, except that the ownership of any data relating to Your business shall be retained by You. You shall have no right to sublicense any portion of the Services. Each party retains all rights not expressly licensed herein.

11. Data. We agree to use Your Confidential Information only for purposes of supporting Our customer relationship with You. You shall have access to any data stored in Our database via the reporting facility, if any, which is featured in the Services, or as may be otherwise provided in applicable Schedules. Upon termination of this Agreement, We will retain your data for thirty (30) days, in which time You may request a copy at Your expense. Upon expiration of the thirty (30) day period, We reserve the right to archive, delete or otherwise dispose of Your data as We see fit and You agree to hold Us harmless from any liability whatsoever from Our disposition of Your data.

12. [Reserved]

If a third party makes a claim against You alleging that the Services directly infringe any patent, copyright, or trademark or misappropriates any trade secret ("IP Claim"), We will indemnify, defend, and hold You harmless against the IP Claim and pay costs, damages and expenses (including reasonable legal fees) arising out of such IP Claim, provided that: (i) You promptly notify Us in writing no later than sixty (60) days after You first become aware of an actual or potential IP Claim; (ii) You permit Us, at Our discretion subject to Your approval in writing, to assume sole control of the defense of the IP Claim and all related settlement negotiations;



and (iii) You provide Us, at Our request and expense, with the assistance, information and authority that We reasonably ask You to provide to Us to perform Our obligations under this Section. Notwithstanding the foregoing, We shall have no liability to You for any IP Claim based on (a) any modification, by You or by a third party on Your behalf, of the Services, or (b) the use of the Services in any way other than in accordance with the documentation and in full compliance with the terms of this Agreement. Nevertheless, the parties agree that Our entire liability under this Agreement for any claim or legal action related to an IP Claim shall be limited to no more than the lesser of: the total amount of fees paid for the Services.

If, due to an IP Claim or the threat of an IP Claim, (i) the Services are held by a court of competent jurisdiction, or in Our reasonable judgment may be held by a court of competent jurisdiction, to infringe a third party IP right, or (ii) You receive a valid court order enjoining You from using the Services, or in Our reasonable judgment You may receive such an order, You agree to permit Us, in Our reasonable judgment and at Our expense, to: (a) replace or modify the Services to be non-infringing, provided that the replacement Services contain substantially similar functionality; (b) obtain for You a license to continue using the Services; or (c) if non-infringing Services or a license to use cannot be obtained, You agree to permit Us to terminate the license for the infringing Services on a date reasonably specified by Us (the “Termination Date”) and refund the pro-rated fees paid for those Services as of the Termination Date and You agree to stop using the Services no later than the Termination Date. This Section states Our entire liability and Your exclusive remedy for any IP Claim or any other claim of infringement related to the Services.

13. Disclaimer of Warranties. EXCEPT FOR THE REPRESENTATIONS CONTAINED IN SECTION 2 HEREOF, NO EXPRESSED OR IMPLIED WARRANTIES ARE MADE BY EITHER PARTY (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). QUADIENT MAKES NO WARRANTIES WHATSOEVER CONCERNING ANY TECHNOLOGIES OR SERVICES OF CARRIERS, AND DOES NOT WARRANT THAT THE SERVICES PROVIDED BY QUADIENT WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

14. Limitation of Liability. THE PARTIES EXPRESSLY UNDERSTAND AND AGREE THAT THEY SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

15. Costs. You are responsible for all costs not expressly assumed by Quadient under this Agreement, including but not limited to all costs incurred in accessing or utilizing the Services, such as telecommunications costs, Internet access costs, printing costs, computer hardware and peripheral costs, and system integration costs.

16. Legal Compliance. Both parties shall comply with all applicable laws, statutes, ordinances, rules and regulations (“Laws”) regarding the Services, and shall obtain any requisite licenses to export, re-export, or import any software used in connection with the Services.



17. Notice. Any notice to Quadient concerning any default or the termination of this Agreement shall be by Certified Mail®, Return Receipt requested or nationally recognized overnight courier, to the address above. Any notice to Customer concerning any default or the termination of this Agreement shall be by certified mail, return receipt requested or nationally recognized overnight courier, to the address associated with the postage meter rental.

18. Miscellaneous Provisions. Provisions that by their sense and context are intended to survive shall survive the termination of this Agreement. All provisions of this Agreement are severable, and the failure or delay in requiring performance in one instance shall not affect a waiver against requiring performance in another, later or continuing instance. This Agreement is the entire agreement between the parties and there are no other agreements or understandings other than those set out in this Agreement. This Agreement may be modified only in a writing signed by both parties. This Agreement may be executed by any number of counterparts, and all such counterparts shall be deemed to constitute one Agreement. Through signing this agreement, the parties are not becoming fiduciaries, partners, or joint venturers, and there are no intended third party beneficiaries of this Agreement. Neither party shall assign this Agreement without prior written consent (not to be unreasonably withheld), except for assignments to commonly controlled affiliates or in connection with a sale, merger or reorganization. This Agreement is binding upon the parties and their respective successors and permitted assigns.

19. Applicable Law/Jurisdiction. The Agreement and the relationship between Customer and Quadient shall be governed by the laws of the State of Alabama without regard to its conflict of law provisions. Customer and Quadient agree to submit to the personal and exclusive jurisdiction of the courts located within Montgomery County, Alabama.

20. [Reserved]

21. USPS® and Third Party Carrier Requirements.

a. You acknowledge that: (i) use of the Services is subject to conditions established from time to time by the USPS® and the Carriers identified within S.M.A.R.T.®; (ii) You will comply with all applicable laws regarding Your use of the Services; (iii) Your payment(s) to the USPS® or any Carrier for any transactions completed using the Service will be in accordance with all applicable USPS® and Carrier regulations, respectively. It is a violation of Federal law to misuse or tamper with the Services and, if You do so, We may terminate this Agreement upon notice to You.

b. You understand that the rules regarding use of the Services are documented in the USPS® Domestic Mail Manual, and in the Carrier regulations posted on each Carrier website, and that these rules may be updated from time to time by the USPS® and/or any one or more of the Carriers. It is Your obligation to comply with any current or future rules and regulations regarding use of the Services.

c. To the extent that the USPS® or any Carrier is obligated to perform particular functions, those functions will be governed by the USPS® Domestic Mail Manual and the Carrier regulations, as



appropriate, and as may be amended from time to time, or any successor, in effect at the time of the obligation. Moreover, and specifically with respect to the USPS®, to the extent that the USPS® provides refunds to customers using postage evidencing devices or services, the policy and procedure governing the payment of refunds will be conducted in accordance with the Domestic Mail Manual, as amended, in effect at that time.

d. You acknowledge that, when using the USPS® as your carrier, if the Services are used in any fraudulent or unlawful scheme or enterprise, or if You otherwise fail to abide by postal regulations and this Agreement regarding use of the Services, this Agreement and any use of the Services may be revoked. You further acknowledge that any use of the Services that fraudulently deprives the USPS® of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines 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 (3 U.S.C. §3802). A false statement in a postage meter application or the mailing of matter bearing fraudulent evidence of postage are examples of violations of these statutes.

e. You are responsible for immediately reporting (and, where the USPS® is the carrier, within seventy-two (72) hours or less) any unauthorized use or compromise of authentication credentials of the Services subject to this Agreement.

f. You understand that You are solely responsible for applying a proper shipping label and paying the appropriate fees for any shipment via a Carrier and application of evidence of postage to any mail or package for any shipment via the USPS®. You will be responsible for any charge-backs, short-charge fees, and fines that may be associated with application of an improper shipping label to any mail or package.

g. You acknowledge that Quadient IS NOT A CARRIER, AND SHALL NOT BE LIABLE FOR THE DELIVERY OF ANY SHIPMENT OR FOR LOSS OR DAMAGES TO ANY SHIPMENTS, REGARDLESS OF THE ACTIVE OR PASSIVE NEGLIGENCE OR SOLE, JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF QUADIENT.

State of Alabama

WTS TRACKING SERVICES

AGREEMENT

THIS AGREEMENT BETWEEN CUSTOMER AND SERVICE PROVIDER CONTAINS THE TERMS AND CONDITIONS APPLICABLE TO CUSTOMER'S USE OF THE SERVICES. BY ACCESSING THE SERVICES CUSTOMER AGREES TO ABIDE BY THE TERMS OF THIS AGREEMENT.

1. DEFINITIONS.

1a. "Agreement" means this WTS Tracking Services Agreement.

1b. "Customer" means the customer identified on the Order Form.

1c. "Initial Term" means the period that begins when Customer receives its log-in credentials from Quadient and lasts for the period specified on the Order Form.

1d. "Quadient" means "Quadient, Inc."

1e. "Order Form" means the Quadient order form signed by Customer in connection with its order of the Service.

1f. "Service" means the WTS parcel tracking service specified on the Order Form as well as any software, material, documentation, or other proprietary information or technologies made available or downloaded in connection with such services, as well as any enhancements, modifications, and updates to the foregoing.

1g. "Service Provider" shall mean Quadient and Ubiquia, Inc., the provider of the Service.

1h. "User" means any individual that uses Customer's password and/or account information to access the Services.

2. ACCESS AND USE OF THE SERVICES. Customer shall access the Services via the internet using a supported web browser. Customer is responsible for maintaining the confidentiality of the password(s) and other account information that are necessary to access the Services. Customer is responsible for the activities of all Users. Customer agrees to immediately notify Quadient if it becomes aware any unauthorized use of a User's password or account, or any other breach of security related to the Service.

3. SUBSCRIPTION TERM. The subscription term shall, except as otherwise provided in this Agreement, continue for the Initial Term. After the Initial Term, this Agreement will automatically renew, at the then-current rate for the Service, for consecutive terms of one (1) month each until either party provides thirty (30) days written notice of cancellation to the other party.

4. SERVICE FEE. Customer agrees to pay Quadient the applicable fee as set forth in the Order Form.

5. TERMINATION. Service Provider shall have the right to immediately terminate this Agreement in the event of a breach by Customer, or if Customer becomes bankrupt or insolvent. Upon termination of this Agreement, Customer shall immediately cease use of the Service.

6. OWNERSHIP. Service Provider retains all right, title and interest in and to the Services.

7. MODIFICATION AND ENHANCEMENTS. Customer agrees that it shall not make any efforts to reverse engineer the Service, or make any modifications or enhancements to the Service without Service Provider's express written consent.

8. WARRANTY AND LIMITATION OF LIABILITY.

8a. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, SPECIAL, INDIRECT AND CONSEQUENTIAL DAMAGES, ATTORNEY FEES AND COURT COSTS ARISING FROM OR IN CONNECTION WITH THE USE OF THE SERVICE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY.

8b. SERVICE PROVIDER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICE IS INTERRUPTION OR ERROR FREE. CUSTOMER ACKNOWLEDGES THAT SERVICE PROVIDER DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS DELAYS, OR OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATION FACILITIES. SERVICE PROVIDER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERING FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

8c. Service Provider's entire liability and Customer's sole and exclusive remedy for breach of any applicable warranty, or for any other legal, equitable or statutory claims, shall be, at Service Provider's option, to either:

8ci. return to Customer the fee paid for the applicable period; or

8cii. correct the Service so that it no longer fails to perform according the warranty or as otherwise set forth in the claim.

9. CONFIDENTIALITY. Customer shall treat the Service as a Service Provider's trade secret and as the proprietary know-how of Service Provider. The Service is being made available to Customer in confidence and Customer agrees not to disclose the Service, or information about the Service, to any third party, except as otherwise required by law. Customer agrees to treat the Service with at least the same care as it treats its own confidential or proprietary information.

10. REPRESENTATIONS AND WARRANTIES BY CUSTOMER. Customer represents and warrants that the person agreeing on its behalf is authorized to enter into and this Agreement.

11. PRIVACY AGREEMENTS. Customer agrees to abide by this Agreement and the Privacy Agreement attached to this Agreement as Exhibit ____.

12. SUPPORT AND TRAINING. Service Provider shall provide an online help service during designated hours, as set forth in the Terms of Use Agreement, at no additional charge.

13. MEDIATION. Before commencing any litigation, the parties agree to submit any dispute under this Agreement to mediation by a neutral arbitrator agreed upon by the parties. If the parties cannot agree upon a mediator, the parties shall each designate a representative, and the representatives shall agree upon a mediator. The mediation shall take place in Montgomery County, Alabama. The costs of mediation shall be shared equally by the parties.

14. ATTORNEY FEES. [Reserved].

15. INDEMNITIES. [Reserved].

16. DATA PORTABILITY AND DELETION. Upon written request by Customer made within thirty (30) days after the effective date of termination or expiration of this Agreement, Service Provider will make reasonable efforts to make Customer's data available for export or download in a format that can be utilized by Customer. After such thirty (30) day period, Service Provider will have no obligation to maintain or provide any data and as provided will delete or destroy all copies of Customer's data in the Service Provider's Systems or otherwise in the Service Provider's possession or control, unless legally prohibited.

17. GENERAL PROVISIONS.

17a. Complete Agreement. This Agreement is the sole and entire Agreement between the parties regarding Customer's use of the Services. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter.

17b. Modifications to Agreement. Modifications and amendments to this Agreement, shall be enforceable only if they are in writing and are signed by authorized representatives of Service Provider and Customer.

17c. Applicable Law. This Agreement will be governed by the Laws of the State of Alabama. Jurisdiction and venue is proper in Montgomery County, Alabama.

17d. Notices. All notices required or permitted under this Agreement (other than routine operational communications), shall be in writing and shall be deemed given (1) when delivered by hand to the address specified below, (2) one day after being given to an express courier with a reliable system for tracking delivery to the address specified below, or (3) six days after the day of mailing, when mailed by United States mail, certified mail, return receipt requested, postage prepaid to the appropriate address. The address for notice to Quadient and Customer are the addresses set forth on the Order Form. The address for Ubiqia, Inc. is 407 W Osborn Rd, Phoenix, AZ 85013. A party may change its address, or designee for notification purposes by giving the other party prior written notice of the new address or designee and the date upon which it shall become effective.

17e. No Agency. Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

Data Protection Information

We thank for your interest in our online presence. The protection of your personal data is a central concern for **WTS Group AG** (referred to in the following as "WTS", "we" or "us"). With this data protection information, we would like to inform you, in accordance with the stipulations of the EU General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 - referred to in the following as "GDPR"), about the processing of your personal data, within the course of the use of the website which can be called up at <https://www.wts.com/de-en> (referred to in the following as "website"), the use of our services and features, as well as the establishing of contact with us.

Please note that this data protection declaration does not apply to our websites on which you can apply electronically. For these websites (hereinafter referred to as "**application pages**"), the data protection information for the application process applies, which can be accessed at the following link: <https://wts.com/de-de/datenschutzinformationen-bewerbungsprozess>

This data protection information only applies if and to the extent that we also process your personal data outside of an application process (for example, if you also contact us in other ways). In the event of a conflict with this data protection declaration, and the data protection information for the application process the latter shall take precedence with regard to an application.

To navigate directly to the respective chapters of the data protection information, please click on the blue coloured headings.

1. Controller

2. Data Protection Officer

3. Categories of personal data which we process

- a. Surfing on our website (page view, own cookies and web analysis, social media plug-ins)
- b. Establishing of contact/correspondence by email, telephone, fax, conference systems of WTS, contact form or direct marketing
- c. Subscription to our newsletters and publications, information material and/or

press releases

- d. Registration / Conduction of WTS events
- e. Registration/Conduction of WTS webinars and if appropriate recordings
- f. Use of our social media sites (Fanpages)
- g. Registration with the WTS Community Network
- h. Activity as tax consultants or lawyers for our clients
- i. Other purposes (Surveys and studies, company- and Group management, compliance, security and data protection, Group Security, public health)

4. Sources of personal data processed

5. Storage duration

6. Purposes of processing personal data

7. Legal basis for processing, including details of the purposes of processing

- a. Overview of the legal bases
- b. Details of the purposes of processing

8. Recipients or categories of recipients of personal data

9. Transfer of personal data to third countries

10. Your rights with respect to data processing

- a. Right to access (Art. 15 GDPR)
- b. Right to rectification (Art. 16 GDPR)
- c. Right to erasure (Art. 17 GDPR)
- d. Right to restriction of the processing (Art. 18 GDPR)
- e. Right to notification (Art. 19 GDPR)
- f. Right to data portability (Art. 20 GDPR)
- g. Right to object (Art. 21 GDPR)
- h. Right to complain with a supervisory authority (Art. 77 GDPR)
- i. Right to withdraw consent

11. No obligation to provide data by yourself

12. Automated decision making, including profiling, as specified by Art. 22 GDPR

13. Data Security

14. Validity of this Data Protection Information for other WTS companies

15. Status and changes to this data protection information

1. Controller

WTS Group AG

Friedenstraße 22

81671 Munich, Germany

Tel. +49 (0) 89 286 46-0

Fax +49 (0) 89 286 46-111

Email: info@wts.de

WTS Group AG is represented by the executive board: Tax Consultant Fritz Esterer, Dipl.-Oec. (Chairman), WP Tax Consultant Franz Prinz zu Hohenlohe, Lawyer Johannes Krabichler, Tax Consultant Jürgen Scholz.

WTS Group AG operates this website as the sole controller, unless expressly stated to the contrary below. It furthermore informs you on this website about all the companies affiliated to the WTS Group and about WTS Legal Rechtsanwaltsgesellschaft mbH. Please also note Section 14 with regard to the validity of this Data Protection Information.

2. Data Protection Officer

Group Data Protection Officer of WTS is

Dr. Thorsten B. Behling - Attorney at Law (Germany)

WTS GmbH

Sachsenring 83

50677 Cologne, Germany

email: thorsten.behling@wts.de

except for the following companies: WTS PRETAX GmbH, WTS RET GmbH, FINVIA WTS Vermögenscontrolling GmbH, First Council GmbH, Gesellschaft für internationale Zusammenarbeit im Bereich des Steuerrechts mbH, WTS Brühmüller GmbH and WTS Legal Rechtsanwaltsgesellschaft mbH. For the latter company, in deviation from the data protection officer named above, Timo Meisener (Attorney at Law Germany) WTS Legal Rechtsanwaltsgesellschaft mbH, Klaus-Bungert-Str. 7, 40468 Düsseldorf, e-mail: timo.meisener@wts-legal.de Germany is appointed as data protection officer.

3. Categories of personal data which we process

Within the use of our website, the provision of the called-up features or services for you or your employer, as well as with establishing contact or correspondence with us - dependent on the features and services that you use or we provide to you or your employer - we process the personal data and data categories listed below:

a. Surfing on our website (page view, own cookies and web analysis, social media plug-ins)

- IP address (in some cases as appropriate, only in abbreviated form)
- Information about the browser type and version
- Operating system of your device
- Your Internet service provider
- Date and time of access
- Websites from which you have accessed our website
- Websites that are accessed by you via our website
- Cookie data (e.g. pseudonymous cookie ID, length of stay on our website, page views, movement via links), unless and insofar as you should prevent this, as explained in section 7 b) aa)
- As appropriate, content shared by you

For details of processing please refer to Section 7 b) aa) and the sub-items there.

b. Establishing of contact/correspondence by email, telephone, fax, conference systems of WTS, contact form or direct marketing

- Master data (e.g. salutation, title, first name, last name)
- Contact data (e.g. email address, as appropriate, telephone number or fax number)
- Metadata of your message (e.g. date and time of the dispatch)
- Message content/object of your request/conversation content
- As appropriate, video images transmitted
- As appropriate, contents of documents

If you should send us personal data by email, please ensure adequate encryption since data transfer by email is not secure and monitoring by third parties is possible. For details of processing please, refer to Section 7 b) bb).

c. Subscription to our newsletters and publications, information material and/or press releases

- Master data (e.g. salutation, title, first name, last name)
- As appropriate, company information (e.g. name of the company, your department)
- Contact data (e.g. email address)
- As appropriate, address data (e.g. street, post code, location, country)
- Your interest in certain topics

d. Registration/Conduction of WTS events

- Master data (e.g. salutation, first name, last name)
- Contact data (e.g. email address, telephone number, as appropriate, fax number)
- Company specifications (e.g. name and address of the company)
- Additional specifications (e.g. different invoice address, SAP/Order Number)

e. Registration/Conduction of WTS webinars and if appropriate recordings

- Master data (e.g. first name, last name)
- Contact data (e.g. email address)
- Company specifications (e.g. name and address of the company)
- Metadata about the event (e.g. invitation, cancellation, attendance)
- As appropriate, your voice and contents of questions
- As appropriate, recording of your contributions (if you have consented)

f. Use of our social media sites (Fanpages)

Within the course of use of our social media pages (some available in German only) on:

- Facebook (call-up via the following external [link](#))
- LinkedIn (call-up via the following external [link](#))
- Twitter (call-up via the following external [link](#))
- YouTube (call-up via the following external [link](#))
- XING (call-up via the following external [link](#))
- kununu (call-up via the following external [link](#))
- Instagram (call-up via the following external [link](#))

(referred to jointly as "social media page"), we process the following categories of personal data:

- User name and profile photo of the social media visitor or followers
- Comment information (e.g. profile photo, user name/name displayed, comment content)
- Contents of messages to us

- Details on “Likes” concerning our posts
- Specifications of posts which are shared by us
- Photos of persons displayed in posts on our social media pages
- Name and photos of employees (e.g. with XING and LinkedIn)

g. Registration with the WTS Community Network

- Personal master data (e.g. salutation, title, first name, last name, as appropriate former name)
- Contact data (e.g. email address, as appropriate telephone number, fax number)
- As appropriate specifications of current position (e.g. employer company, location, position)
- Specifications related to time with WTS (e.g. position, leaving date)

h. Activity as tax consultants or lawyers for our clients

- Personal master data (e.g. form of address, title, first name, last name)
- Business contact details (e.g. e-mail address, telephone number, fax number if applicable)
- Company details (e.g. name of company, address, country)
- As appropriate, private contact and address data (e-mail address, telephone number, street, postal code, city, country)
- Contents of your messages and requests to us
- Data on the employment relationship (for example, personnel number, entry, leaving)
- As appropriate, salary data
- As appropriate, social data (e.g. severe disability)
- As appropriate religious affiliation
- As appropriate political opinions
- As appropriate health data
- As appropriate, data on business trips and stays abroad
- As appropriate, data on official expenses
- As appropriate, bank data
- As appropriate, other mandate-relevant data

i. Other purposes (Surveys and studies, company- and Group management, compliance, security and data protection, Group Security, public health)

- All types of data referred to in Section 3, as appropriate
- IP address when accessing the website with the survey tool, as appropriate
- Your entries/answers and our individually for you evaluated results of surveys and studies conducted by us, as appropriate

- Video recordings, as appropriate
- Health data, as appropriate

4. Sources of personal data processed

We basically collect personal data related to your person from you only. If this should exceptionally not be the case, we inform you separately. In case we receive your personal data in context of conduction of mandates from other informant than you, data is transferred to us by our clients or capable public bodies as e.g. financial authorities or social insurance carriers. Within the course of processing of data via our online forms (e.g. registration form for the newsletter, contact forms of the contact persons), we are provided with the personal data by the person who enters it into the respective form.

If you should provide us with personal data of third parties (e.g. as a personnel provider), you are obliged to comply with all data-protection law requirements, in particular with those of Artt. 5 to 9 and 12 ff. GDPR. Otherwise, we do not have any intention to obtain this data and reserve the right to initiate legal proceedings against you.

5. Storage duration

Obtained or collected personal-related data is only stored as long as necessary for the respective purpose associated with the storage (e.g. performance of a contract/mandate). When this purpose is fulfilled, we basically delete or anonymize the data, provided that, and insofar as, deletion does not contravene any legitimate retention purposes and obligation (e.g. stipulations from tax or professional law). In the latter case, the data processing is restricted to fulfilment of the retention purposes or the retention obligation. Apart from that, processing will only take place with your consent, for the establishment, exercise or defence of legal claims, for the protection of the rights of another natural or legal person or for reasons of an important public interest of the European Union (EU) or of an EU Member State. In case of the existence of a retention obligation, we delete or anonymize the data after the safe omission of the retention obligation.

6. Purposes of processing personal data

We adhere to the principle of purpose limitation and process your personal data only for the purposes, which are explained in this data protection information. If you visit our

web site, it is not prescribed by law or contract that you must actively disclose details of your person. However, we process certain data in individual cases, thereby using our own cookies, deploying social plug-ins and operating social media sites. Further information on this can be found under Section 7 b) aa).

We use the personal data provided by you for the following purposes:

- Handling of your request(s) (e.g. via our registration form for the newsletter, contact forms of the contact persons)
- Performance of mandates as tax consultants or lawyers for our clients
- Direct marketing - among other things distribution of publications requested by you (e.g. WTS Info Letter/Newsletter, International WTS Journal, WTS Journal, WTS Tax Weekly) or press releases
- Forwarding of invitations on certain seminar topics
- Performance of contract, as well as measures prior to contract entering (e.g. seminar registration and conduction; project management, consulting services)
- Other establishing of contact (e.g. with our "Experts" named on the website)
- Customer care
- Company and/or Group control (e.g. budget planning and reporting)
- Compliance with legal requirements (e.g. for the fulfilment of tax and legal (storage) obligations under commercial law and the application of a compliance management, including compliance checks)
- Data protection, security management and audits
- Information about activities in the WTS Community Network
- Authentication as a website administrator
- Distributing our website contents in the social media used by you
- Operating our social media channels

7. Legal basis for processing, including details of the purposes of processing

Basis for the processing of personal data are the GDPR, the German Federal Data Protection Act (BDSG) as well as further European and German legislation.

a. Overview of the legal bases

The following schedule gives you an overview of the existing and applied legal bases in accordance with GDPR and GDPR, to which we appeal to in the processing of your data, where appropriate:

Legal basis	Description / Explanation
Consent Art. 6 para. 1 s. 1 a) GDPR, in case of special categories of personal data Art. 9 para. 2 lit. a GDPR	This legal basis applies if you have agreed that we process your data for one or more purpose (e.g. subscription to publications, registration with the WTS Community Network). If you have given us your consent, you can withdraw it at any time with effect for the future (see Section 10 i). Lawfulness of processing of your data up to the time of the withdrawal is not affected by the withdrawal.
Performance of a contract or request for pre-contractual measures Art. 6 para. 1 s. 1 b) GDPR	If we have entered into a contract with you (e.g. mandate agreement, consulting contract or participation in a seminar) or if you have requested us with pre-contractual measures (e.g. request for a seminar), these legal bases allows us to process all data from you which is necessary for the performance of the contract or for taking pre-contractual measures.
Compliance with a legal obligation Art. 6 para. 1 s. 1 c) GDPR	These legal bases allow us to process your data, when this is necessary for the fulfilment of a legal obligation we are subject to (e.g. for compliance with commercial, tax or professional law).
Legitimate own interests or those of third party Art. 6 para. 1 s. 1 f) GDPR	In part, we base the processing of personal data on legitimate interests pursued by us or by a third party. Potentially all legal, economic and idea-related interests, which are not disapproved of by the legal system, may form such legitimate interests. Examples are as follows: Data processing for communication with you as contact person on behalf of our client Direct marketing (provided that not already covered by Art. 6 para. 1 s. 1 a) GDPR), e.g. in order to let you or your company know about our seminars. You have the right to object to direct marketing at any time with effect for the future, as explained in Section 10g) Processing of personal data of contact persons at contract partners or prospective customers, as far as not already covered by Art. 6 para. 1 s. 1) GDPR.

Legal basis	Description / Explanation
	Data processing in context of professional activities by tax consultants or lawyers for our clients based on a respective mandate agreement Access to website and participation in surveys and studies conducted by us.
Processing of special categories of personal data according to Art. 9 para. 1 GDPR on the basis of Art. 9 para. 2, in particular a), b) and f) GDPR	If you commission one of our commercial companies, we process, if necessary, special categories of personal data of you, your customers, employees and/or business partners within the framework of a corresponding agreement on the basis of separate consents of the data subjects (a), for the exercise of rights of the data subjects in the field of employment or social law (b) or for the establishment, exercise and defence of legal claims (f).
Processing of special categories of personal data according to Art. 9 para. 1 GDPR on the basis of Art. 9 para. 2 a), b), f) and g) GDPR	If you commission one of our tax consulting companies to provide businesslike assistance in tax matters, we will process special categories of personal data of you, your customers, employees or business partners, if necessary, within the framework of a corresponding mandate agreement, primarily on the basis of § 11 para. 2 s. 2 StBerG (German Tax Consultancy Act) in connection with Art. 9 para. 2 g) GDPR. Furthermore, we may process this data based on separate consents of the data subjects (a), for the exercise of rights of the data subjects in the field of employment or social law (b) or for the establishment, exercise and defence of legal claims (f).
Processing of special categories of personal data according to Art. 9 para. 1 GDPR on the basis of Art. 9 para. 2 a), b), f) and g) GDPR	If you commission one of our law firms to provide legal services, we will process special categories of personal data of you, your customers, employees or business partners, if necessary, within the framework of a corresponding mandate agreement on the basis of separate consents of the data subjects (a), for the

Legal basis	Description / Explanation
	exercise of rights of the data subjects in the field of employment or social law (b), for the establishment, exercise and defence of legal claims (f) or for reasons of substantial public interest (g) regarding the professional activity of lawyers as an independent organ of the administration of justice according to § 1 BRAO (Federal Lawyers' Act).

b. Details of the purposes of processing

aa. Surfing on our website (Page view, own cookies and web analytics, social media plug-ins)

(i) Communication with the website by opening the page

For technical reasons, our website automatically collects the IP address of the device you are using when you open our website. The legal ground for this processing is Art. 6 para. 1 s. 1 f) GDPR. The processing of this data is mandatory for opening our website, as the website data can only be sent to your browser using the IP address. Our legitimate interest is to provide you with a functioning website.

In addition, further data (such as information about the browser type and its version, the operating system of your end device, your Internet service provider, date and time of access, websites from which you have accessed our website, websites that are accessed by you via our website) are collected by us and stored in log files. This is also done for our legitimate interests based on Art. 6 para. 1 s. 1 f) GDPR. Our legitimate interest is to ensure the security of our website.

(ii) Use of cookies

We use so-called cookies on our website. Cookies are small data packages that are generated by our web server and stored on your computer's hard drive when your computer communicates with the web server. A distinction must be made between session cookies, which are used for the mere functionality of our website and which are deleted immediately after the browser is closed, and cross-session cookies (so-called persistent cookies), which are stored and used beyond one session. We use the following cookies:

(1) Use of our own cookies (admin cookie)

For technical reasons and to a very limited extent, we automatically collect data and information from the computer system of the device that is surfing our site. Currently, we use the session cookie "Pimcore_admin_sid.". This contains a session ID and the information that the page user has logged in as an administrator and thus has access to restricted areas of the website ("admin cookie"). The processing of this data is necessary for the functionality of our website and our legitimate interest is to identify our website administrators, to provide them with a functioning website. The legal basis for the processing of this cookie is accordingly our legitimate interests, according to Art. 6 para. 1 s. 1 f) GDPR.

(2) Web analytics software Matomo

We use the open source software tool "Matomo" on our website, a service of InnoCraft Ltd., 150 Willis St, 6011 Wellington, New Zealand, NZBN 6106769. Matomo enables us to analyze the use of our website and to make our offer more user-friendly. For this purpose, Matomo places cookies on the end device you use and transfers the usage data generated there to our server. Since this is only necessary to distinguish individual users, your IP address is shortened immediately after collection by the Matomo extension "AnonymizeIP". The software is set so that the IP addresses are not stored completely, but 2 bytes of the IP address are masked. A direct personal reference can be excluded from this point on. We therefore have no technical means of identifying you personally as a visitor. The IP address transmitted by your browser via Matomo is not linked to any other data we collect. No personal data is passed on to third parties or processed on servers that are outside the control of WTS. Data from repeated visits are not merged.

In doing so, we process the types of data mentioned in section 3 a (IP address or shortened IP address, information about the browser type and its version, the operating system of your terminal device, your Internet service provider, date and time of access, websites from which you have accessed our website, as well as websites that are accessed by you via our website) and base this processing on Art. 6 para. 1 s. 1 f) GDPR. The processing of this data is helpful for the further development of our website and our legitimate interest is to know the behavior of visitors to our website in order to improve our offer and thus make our website more attractive and user-friendly.

Matomo places the following cookies:

Cookie name	What is this cookie used for?	Period of validity
_pk_id	This cookie is used to record the behavior of visitors to our website and to recognize them on a subsequent visit. For this purpose, the cookie contains a pseudonymized user ID that is used exclusively for website analysis.	13 month
_pk_ref	This cookie is used to store attribution information as well as information from which web page you came to our website.	6 month
_pk_ses	These cookies are used to record your behavior on our website during the session. We use them to collect statistics about your website usage, such as your usage of the website. We use this data only for website analysis.	30 minutes
_pk_cvar		
_pk_hsr		
_pk_testcookie	This cookie is used to check whether your browser accepts cookies. It is deleted immediately after it has been set.	Session
piwik_ignore	This cookie is used to allow our web server to recognize your objection regarding the use of Matomo if you have declared it as explained below.	2 years

You can object to this processing at any time. If you do not agree with the storage and evaluation of this data from your visit, they explain this below by mouse click. In this case, a so-called opt-out cookie will be stored in your browser. This has the effect that Matomo does not collect any session data. Please note that deleting your cookies will also delete the opt-out cookie. In this case, you can activate it again.

For more information on Matomo's terms of use and data protection regulations, please visit: <https://matomo.org/privacy/>

(3) Cookie of our booking tool

We have integrated an booking tool on our website for event registrations. Our booking tool sets a cookie so that all functions can be used to their full extent. For this purpose, in particular the types of data mentioned in section 3.a (in particular cookie data) are

processed. When using the booking tool, a cookie with the name "hl" is set. This has a validity period of 1 year and is used to save the language setting you have selected in the booking tool. We base the processing on Art. 6 para. 1 s. 1 f) GDPR. Our legitimate interest is to provide you with a functional booking tool that is adapted to your language settings. Information in connection with the processing when booking events can be found under sections 7.b.dd and ee.

(4) Prevention of cookies

You can avail yourself of your right to reject cookies at any time. Without prejudice to the other opportunities as explained above, you can prevent cookies by setting your browser so that no cookies are accepted at all, or that you issue individual acceptance for setting a cookie. Please consult the help section of your browser for details of this. You can also delete existing cookies via your browser. If you do not accept any cookies or delete existing cookies, it is possible that you cannot use all functions on a website. In addition, you can declare your objection or withdraw as explained in section 10 g and i.

(iii) Social media plug-ins ("share" buttons)

We use so-called social media plug-ins ("**plug-ins**" or "**share buttons**") on our website. The providers of these are described in more detail below. This plug-ins allow you to share content on our website in the social media in which you are active on a purely voluntary basis. The plug-ins are embedded on a number of our sites through the so-called "double-click procedure". This procedure prevents information about you being forwarded to the respective provider of the plug-in without any action from you. If you want to activate the plug-in of a particular provider, your action is required and you need to activate the plug-in.

In detail, the respective plug-in can be activated as follows:

If you click on one of the "Share Now" buttons on our website, a dialog box opens. Here you can activate the plug-ins (buttons) individually by clicking on them ("**first click**"). You can notice the active buttons by their colored background. The respective provider of the plug-in receives personal data about you solely from the activation. This is regardless of whether or not you are logged-in to the provider's service when the button is activated. If you log-in to the respective provider or are already logged-in, the provider may be able to assign data to your social media account and merge these together with your plain data, which it has collected about you through cookies, even without our

actions or our knowledge. We have no knowledge of the actual content of these data or the period in which these data were recorded.

If you now click on an active button (“**second click**”), you will be forwarded to the provider’s website, whereby you leave our website. You share the content selected on our page in the selected social media directly by double clicking on the button of the respective provider in the dialogue box. The respective provider of the plug-in thereby receives personal data about you. Details about this and information on how you may be able to prevent this on the pages of the respective provider can be found in the data protection policies of the respective provider of the plug-in. This is because we are, insofar, not responsible for processing the data. In the following sections, you find further information on the respective provider and how you can inspect the data protection policies of the respective provider of the plug-in.

The legal basis for our processing of your data explained in the section in the context of the various plug-ins is the consent you have given to us, Art. 6 para. 1 s. 1 a) GDPR, whereby you issue your consent via your click on the button of the respective provider. You can withdraw this consent for the future by either closing the website or by pressing the “Back” button on your web browser. This does not affect the legitimacy of the processing performed until then. Please note that we thereby collect the data solely for one-time transmission, so that processing by us is finished with the transmission. The deletion of content shared and the data processed in this context by the social media provider is therefore solely the responsibility of the social media provider. For the rest, the following applies with regard to the processing of your data in the context of the different plug-ins:

(1) Facebook plug-ins (“Share button”)

We use the share button of the social network Facebook on our website. This is operated by Facebook Ireland Ltd., 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland (“Facebook”). This is designated with a Facebook logo. A summary of the Facebook plug-ins and what they look like can be found under the following **external link**: <https://developers.facebook.com/docs/plugins>

If you activate the Facebook plug-in on a page of our web presence, your browser makes a direct connection to the Facebook servers. The content of the plug-in is transmitted directly to your browser by Facebook and embedded into the page. This integration provides Facebook with the information that your browser has called-up the relevant page of our web presence, even if you do not have a Facebook profile or are

not logged-in to Facebook. This information (including your IP address) is transmitted by your browser directly to a Facebook server in the USA, where it is stored. If you are logged-in to Facebook, Facebook can directly assign your visit to our website to your Facebook profile. If you interact with the plug-ins, this information is likewise transmitted directly to a Facebook server, where it is stored. In addition, the information is published on your Facebook profile and displayed to your Facebook friends.

The purpose and scope of processing your data by Facebook, your rights in this respect and the setting options to protect your private sphere can be seen in Facebook's data protection policies under the following **external link**: <https://de-de.facebook.com/policy.php>

If you do not want Facebook to assign the data collected via our web presence directly to your Facebook profile, you need to log-out of Facebook before you visit our website. You can also completely prevent the loading of Facebook plug-ins with add-ons for your browser from the following external links, e.g. for

Mozilla Firefox: https://addons.mozilla.org/de/firefox/addon/facebook_blocker/

Opera: <https://addons.opera.com/de/extensions/details/adblock-for-facebooktm/>

(2) Twitter plug-ins (“Share button”)

Plug-ins from the microblogging service Twitter are used on our website. These are operated by Twitter International Company, One Cumberland Place, Fenian Street, Dublin 2 D02 AX07, Ireland (“Twitter”). The plug-ins are designated with a Twitter logo, for example in the form of a blue “Twitter bird”. A summary of the Twitter plug-ins and what they look like can be found under the following **external**

link: <https://dev.twitter.com/web/overview>

If you activate the Twitter plug-in on a page of our web presence, your browser makes a direct connection to the Twitter servers. The content of the plug-in is transmitted directly to your browser by Twitter and embedded into the page. This integration provides Twitter with the information that your browser has called-up the relevant page of our web presence, even if you do not have a Twitter profile or are not logged-in to Twitter. This information (including your IP address) is transmitted by your browser directly to a Twitter server in the USA, where it is stored. If you are logged-in to Twitter, Twitter can directly assign your visit to our website to your Twitter account. If you interact with the

plug-ins, for example by pressing the “Twitter” button, this information is likewise transmitted directly to a Twitter server, where it is stored. In addition, the information is published on your Twitter account and displayed to your contacts there.

The purpose and scope of processing your data by Twitter, your rights in this respect and the setting options to protect your private sphere can be seen in Twitter’s data protection policies under the following **external link**: <https://twitter.com/privacy>

If you do not want Twitter to assign the data collected via our web presence directly to your Twitter account, you need to log-out of Twitter before you visit our website. You can also completely prevent the loading of Twitter plug-ins with add-ons for your browser, e.g. with the script blocker “NoScript” from the following **external link**: <http://noscript.net/>

(3) LinkedIn plug-ins (“Share button”)

Our internet site features plug-ins from the social network LinkedIn or LinkedIn Ireland Unlimited Company, Wilton Place, Dublin 2, Ireland (“LinkedIn”). You can recognize the plug-ins from LinkedIn by the corresponding logo or on the “Share on LinkedIn” button. When you visit our website, please note that the plug-in generates a connection between your internet browser and the LinkedIn server, insofar as you activate the plug-in, as described above. LinkedIn is thereby informed that our website has been visited by your IP address. If you click on the “Share on LinkedIn” button and are logged-in to your account with LinkedIn at the same time, you have the opportunity to link content from our internet site to your profile page on the LinkedIn account. You thereby enable LinkedIn to assign your visit to our website to your user account. Further details on the recording of data, on your legal opportunities and on the setting options can be found under the following **external**

link: http://www.linkedin.com/static?key=privacy_policy&trk=hb_ft_priv

(4) XING plug-ins (“Share button”)

We use the “XING Share button” from New Work SE, Dammtorstraße 30, 20354 Hamburg, Germany, on our website (“XING”). If you activate the share button on this internet site, your browser will temporarily generate a connection to XING servers to provide the “XING Share button” functions (particularly the calculation/display of the counter). XING does not store any personal data about you by calling-up this internet

site. In particular, XING does not store any IP addresses. It also does not evaluate your user behavior by using cookies in combination with the “XING Share button”.

The current information on data protection regarding the “Share” button and further relevant information in this context can be called-up under the following **external**

link: <https://privacy.xing.com/en/privacy-policy>

(5) YouTube plug-ins (“Share button”)

We use plug-ins from YouTube, a service of Google LLC., Amphitheatre Parkway, Mountain View, CA 94043, USA (“Youtube”). As soon as you visit our website, a connection to the YouTube servers is generated, insofar as you activate the plug-in, as described above. This informs the YouTube server of the particular page you have visited on our internet presence. If you are logged-in to your YouTube account, YouTube can assign your surfing behavior directly to your personal YouTube profile. If you do not want YouTube to have this opportunity, you need to log-out of your account before visiting our website. Further information on the processing of your data by

YouTube can be seen in YouTube’s data protection policy under the following **external link:** <https://policies.google.com/privacy?hl=de&gl=de#>

bb. Establishing contact/ correspondence by email, telephone, fax, online conference systems of WTS, contact forms or e-mail; direct marketing

Provided that we should correspond by email and/or telephone, online conference systems of WTS, our contact form (e.g. within the context of client support), we process the data types indicated in Section to 3 b). The processing of the indicated data is necessary in order to handle your request and possibly also to take pre-contractual measures requested by you (e.g. in order to send you a quotation requested by you). The processing can also be necessary for the performance of a contract if such a contract should be established between you or your employer and us, and contract performance requires correspondence or at a minimum correspondence should be appropriate.

If you would like to contact one of our contact persons ("**experts**"), you can do so by clicking on the contact buttons provided with the information about him or her. These open the corresponding options for the communication (e.g. a contact form). The processing of the data provided is also necessary to answer your inquiry and to serve the purposes outlined above.

Legal bases for the processing explained in this section are Art. 6 para. 1 s. 1 a), b) and f) GDPR and § 7 para. 2 No. 2 UWG (German Act against unfair completion). As far as we build the processing upon legitimate interest, this consists of fulfilling our contractual main and secondary obligations with respect to your employer, of remaining in contact with you or your employer, of promoting our sales as well as of being able to handle your requests addressed to us adequately, in a timely manner and appropriately.

If you have explicitly consented to this, an establishing of contact can be implemented by email also for the **purpose of direct marketing**; an establishing of contact by telephone for the purpose of direct marketing can be implemented if we do not identify you as a consumer, if at a minimum your presumed consent is given. As a consumer, we would only contact you by telephone for the purpose of direct marketing if you have consented explicitly.

Provided that you have granted us your consent for the processing of your data for the purpose of direct marketing, you agree with the processing of your data for this purpose as follows:

"I herewith give my consent that the contact data indicated by me (email and telephone) may also be processed by WTS for establishing contact by email or telephone for the purpose of direct marketing. I can withdraw my consent to this at any time with effect for the future. The lawfulness of processing of my data up to the time of the withdrawal is not affected by the withdrawal. I have taken notice of the precise details of the processing of my data, as well as my rights concerning the data processing, as explained in the data protection information (in particular in Section 7 b, bb)."

You have the right to withdraw your consent at any time with effect for the future. Lawfulness of processing of your data up to the time of the withdrawal is not affected by the withdrawal. You can withdraw your consent as described in Section 10 i). As an alternative, it is further possible to be removed from the distribution list via a so-called "Unsubscribe link" at the end of a direct marketing email. Finally, you can also object to the ongoing processing of your data, as explained in Section 10 g).

cc. Subscription to newsletters and publications, information material and/or press releases

Provided that you request a newsletter, other publications, information material or press releases from us, we process the data types listed in Section 3 c). In case of a transfer by email, the specification of your email address only is required for that. Furthermore, if you should request publications by letter post, the specification of your first and last name, your address data, as well as possibly the name of your company and your department (in case of distribution to your business address), are required. In this case, we base the processing on Art. 6 para. 1 s. 1 a) GDPR, since we process your data for distribution based on your consent.

(i) Declaration of consent for the subscription to email newsletters or other publications

If you give us your consent for the processing of your data for the dispatch (electronic and/or postal) of newsletters or other publications, you agreed with the processing of your data for this purpose as follows:

"I herewith give my consent, within the course of the registration to an email newsletter or another publication, that the personal data indicated by me can be processed for the dispatch of the publications selected by me. I can withdraw this consent at any time with effect for the future and thus cancel the respective publication again. The lawfulness of processing of my data up to the time of the withdrawal is not affected by the withdrawal. I have herewith taken note of the precise details of the processing of my data, as well as my rights concerning the data processing, as explained in the data protection information."

(ii) Declaration of consent to the subscription to press releases

If you give us your consent to the processing of your data for the purpose of the electronic distribution of press releases, you agreed with the processing of your data for this purpose as follows:

"I herewith give my consent that the personal data indicated by me within the course of the order of electronic press releases may be processed for the distribution of electronic press releases. I can withdraw this consent at any time with effect for the future and thus cancel the reception press releases. The lawfulness of processing of my data up to the time of the withdrawal is not affected by the withdrawal. I have herewith taken notice of the precise details of the

processing of my data, as well as my rights concerning the data processing, as explained in the data protection information."

(iii) Withdrawal of your consent

You have the right to withdraw your consent at any time with effect for the future. Lawfulness of processing of your data up to the time of the withdrawal is not affected by the withdrawal. You can withdraw your consent as described in Section 10 i). As an alternative, it may further be possible to be removed from the distribution list of the respective newsletters, publications or press releases via the respective "Unsubscribe Link" at the end of each email with which we sent you newsletter, publications or press releases.

dd. Registration/Conduction of WTS events

If you register for one of our events/seminars, we process the data types designated in Section 3 d) for the seminar registration and conduction. We process this data based on Art. 6 para. 1 s. 1 b) GDPR, since the processing of the data is necessary in order to fulfil pre-contractual and contractual measures requested by you. Furthermore, we use this data in order to subsequently send you a summary of the documents of the event/seminar by email.

If not you, rather a third party (for example your employer), should be our contract, we process your personal data on the basis of Art. 6 para. 1 s. 1 f) GDPR. Here we have a legitimate interest in processing your data in our economic and legal interests, in complying with our contractual obligation with respect to this third party, as well as possibly processing in the interests of the third party, and in allowing you to participate in the event/seminar and, provided that for example you are an employee of the third party, to continue to train you correspondingly. In this case, you can object to the processing of your data, as explained under Section 10 g).

If you are interested in **externally offered events and seminars**, you can reach the corresponding offers via <https://www.wts.com/de-de/events> by selecting the category "External Lectures". Please note that in this case you will leave the WTS website to access further information or to register for the event and will be redirected to the website of the respective organizer.

ee. Registration/Conduction of WTS webinars and recording

If you register for a webinar, we process the data types designated in Section 3 e) for the webinar registration and conduction. We process this data on the basis of Art. 6 para. 1 s. 1 b) GDPR, since the processing of the data is necessary in order to fulfil the pre-contractual and contractual measures requested by you. Furthermore, we use this data to subsequently send you a summary of the documents of the webinar by email.

If not you, rather a third party (for example your employer) should be our contract, we base the processing described in the above-designated paragraph of this Section on Art. 6 para. 1 s. 1 f) GDPR. Here the legitimate interest lies in processing your data in our economic and legal interests, in complying with our contractual obligation with respect to this third party, as well as possibly in the interests of the third party, in allowing you to participate in the seminar and to continue to train you correspondingly. In this case, you can object to the processing of your data, as explained under Section 10 g).

Within the course of the **conduction of the webinar**, you further have the possibility to put questions to the lecturer. In this case, your question and request, as well as your voice, can be heard by all participants of the corresponding webinar. Processing of your question or your request and your voice in this case, we base on Art. 6 para. 1 s. 1 b) GDPR, since the processing of your data is necessary in order to respond to your question and/or your request and thus to comply with our contractual obligation.

Please note that it is not permitted to make **recordings** of our webinars. If we record our webinars ourselves, we will inform you of this in advance and ensure that your contributions are only recorded with your voluntarily declared explicit consent (Art. 6 (1) s. 1 a) GDPR). In this case, you will receive the consent text at the appropriate time before the start of the recording.

If you are interested in **externally offered webinars**, you can access the corresponding offers at <https://www.wts.com/de-en/events> by selection of the Category "External Lectures". Please note that in this case, for the call-up of further information and registration for the event, you leave the website of WTS and are transferred to the websites of the respective event organizer.

ff. Use of our social media pages (Fanpages)

If you use our social media sites, we process the data types about you stated under Section 3 f). You have the opportunity to share, like or comment on our contributions, to ask questions and to assess or recommend us. You can also contact us through the contact options on our social media sites.

If you make **an enquiry** or **comment on a contribution**, in order to receive information about our products for the conclusion of a contract, we process your data based on Art. 6 para. 1 s. 1 b) or f) GDPR to perform the preliminary action you have requested to fulfil a contract with you or with your employer, or to be able to react to your contribution. In the latter case and insofar as you get into **contact with us for pure information**, we process your personal data on the basis of our legitimate interests pursuant to Art. 6 para. 1 s. 1 f) GDPR. In this case, our legitimate interests lie in answering your inquiry/comments, in presenting our enterprise on the internet in optimum fashion and in being able to inform interested parties

We process **your profile picture** on the basis of Art. 6 para. 1 s. 1 a) GDPR. You declare your consent that your photo may be displayed on our social media site (e.g. in the remarks section) by loading your profile picture onto your social media profile and in the interaction with our social media site. Your consent in this respect is given voluntarily and can be withdrawn at any time with effect for the future by adapting the settings for your private sphere in your social media profile. The legitimacy of processing up to the date of your withdrawal is not affected by this.

In addition, we can use the **analysis tools** reserved on the social media sites (e.g. Facebook Insights, Instagram Insights, YouTube Analytics). We do this to evaluate which contents are interesting for you as a user, the extent of the range of our contributions and the interaction of users with our contents. We thereby only have access to anonymized statistical information – thus not to personal data – that we cannot assign to you without additional information. These are processed on the basis of Art. 6 para. 1 s. 1 f) GDPR, whereby our legitimate interest is in optimizing our social media sites and making them more user-friendly.

If we show a **photo of you** in a post on one of our social media pages or if you can be seen and/or heard in a video, we process this data on the basis of consent granted to us pursuant to Art. 6 (1) s. 1 a) GDPR. You have the option to withdraw your consent in this regard at any time with effect for the future. The withdrawal does not affect the lawfulness of the processing of your data until the time of revocation.

Provided that you are displayed on our **XING and LinkedIn social media pages in the area "Employee"**, with name and if applicable, photo, the processing is also implemented based on your consent according to Art. 6 para. 1 s. 1 a) GDPR. In this case, your consent is given by indicating in your Xing or LinkedIn profile that you work with WTS and have not carried out your privacy settings in a way a listing on our page is prevented. Your consent in this connection is also given freely and can be withdrawn by adaptation of your privacy setting at any time with effect for the future. If you should not give your consent, of course no disadvantages arise for you from this other than your name (and as applicable your profile photo) with Xing and LinkedIn not to be displayed on our page in the area "Employee".

Please note that WTS does not have any control over the processing of your data in the sphere of control of the provider of the respective social media service or by service providers of other social media sites on the respective platform. For this reason, WTS also has no control over whether and, if so, to what extent your personal data are transmitted by such service providers to further recipients (also those in third states) or whether technical information concerning you is processed when you call-up our social media pages. Without prejudice to the data we process in accordance with Section 3 f), the following information can be called-up in particular:

- the IP address of your end device and/or your internet connection
- the date and time our social media sites are called-up
- your browser type
- the browser settings and the operating system
- the page last visited by you and the quantity of data transmitted

These statements concern all the following social media sites, unless we declare otherwise on the respective social media sites below.

(i) Facebook

As service provider of the Facebook-Fanpage listed in Section 3 f), we can e.g. inspect who calls our Fanpage and/or posts, comments and/or shares posts. We process your posts in this case, in order to facilitate the handling of your request and for example to answer a question raised by you. In addition, we process all information you provide when addressing us via the contact possibilities offered on our Facebook-Fanpage, e.g. your user name, the email address and your request. Furthermore, it is possible that

Facebook Inc. 1601 Willow Road Menlo Park, CA 94025, USA (in the following "Facebook USA") and/or Facebook Ireland Ltd. 4 Grand Canal Square, Dublin 2, Ireland (in the following "Facebook Ireland"), provides us without being asked with anonymized - therefore not personal - statistical information, that we cannot assign to you without further additional information, about the use of our Facebook-Fanpage (e.g. through so-called Facebook Insights).

Please find further information on the processing of your data by Facebook USA and/or Facebook Ireland in the data protection information via the following **external link**: <https://www.facebook.com/about/privacy>

(ii) LinkedIn

As a service provider of the LinkedIn page listed in Section 3 f), we can e.g. inspect who follows our LinkedIn page and which employees indicated to work with WTS in own LinkedIn profiles. Furthermore, we can see that our posts are marked with "I Like", shared or a comment has been written. In the case of comments, we process your data in order to facilitate a response to your request.

Furthermore, it is possible that LinkedIn Ireland Unlimited Company, Wilton Place, Dublin 2, Ireland provides us without being asked with anonymized - therefore not personal - statistical information, which we cannot assign to you without further additional information, about the use of our LinkedIn page (e.g. analysis for company pages).

Please find further information on the processing of your data by LinkedIn in their data protection information via the following **external link**: <https://www.linkedin.com/legal/privacy-policy>

(iii) Twitter

As a service provider of the Twitter page listed in Section 3 f), we can e.g. see who follows our Twitter page, who likes to view our posts ("Tweets") regularly, who marks our Tweets with "I Like", who answers them or publishes them again ("retweets"). Provided that you respond to one of our Tweets, we process your data in order to facilitate your request to be handled. Provided that you follow us on Twitter, you have

the possibility of writing a private message to us. In this case, we use your data in order to handle your request.

Further information on the processing of your data by Twitter International Company, One Cumberland Place, Fenian Street, Dublin 2, D02 AX07, Ireland can be found via the following **external link**: <https://twitter.com/en/privacy>

(iv) YouTube

As service provider of the YouTube page listed in Section 3 f), we can see e.g. who views our videos and who gave them an "I Like" note. Also we can view comments below our posts. We process your comments and your user name in this case, in order to facilitate the handling of your request and for example to answer a question raised by you.

Furthermore, it is possible that YouTube LLC, 901 Cherry Ave, San Bruno, CA 94066, USA provides us without being asked with anonymized - therefore not personal - statistical information, which we cannot assign to you without further additional information, about the use of our YouTube page (e.g. through YouTube Analytics).

Please find further information on the processing of your data by YouTube via the following **external link**: <https://policies.google.com/privacy?hl=en-GB&gl=de> (UK version)

(v) XING

As a service provider of the XING page listed in Section 3 f), we can see e.g., when and with which content evaluations are shared about our company. The corresponding evaluations are displayed on our Xing page pseudonymized and we do not have any possibility to assign these to a specific person. Furthermore, we can see which employees indicated on their own XING profiles that they work with WTS and have consented display on our XING page. Furthermore, we can see who "follows" our XING page and wishes display of news published by us on our Xing page in the own profile.

Further information on the processing of your data by New Work SE, Dammtorstrasse 30, 20354 Hamburg, Germany can be found via the following **external link**: <https://privacy.xing.com/en/privacy-policy/printable-version>

(vi) kununu

As a service provider of the kununu page listed in Section 3 f), we can see e.g., when and with which content evaluations are shared about our company. The corresponding evaluations are displayed on our kununu page pseudo-anonymized and we do not have any possibility to assign these to a specific person. Further information on the processing of your data by New Work SE, Dammtorstrasse 30, 20354 Hamburg, Germany can be found via the following **external**

link: <https://privacy.xing.com/en/privacy-policy/printable-version>

(vii) Instagram

As a service provider of the Instagram page listed in Section 3 f), we can e.g. inspect, who calls our page and/or subscribes to it, assigns a "Like" to them (by clicking the **"heart symbol"** under a post), marks (**"tags"**) them, comments on them or publishes our Stories (content only available for 24 hours by repeating it on his/her own page (**"repost"**)). We process your posts in this case in order to facilitate the handling of your request and e.g. to answer a question raised by you. In addition, we process all information you provide when addressing us via Instagram Direct (non-publicly visible message to us) or via the contact possibilities offered on our Instagram page, e.g. your user name, the email address and your request. Furthermore, it is possible that Facebook Inc. 1601 Willow Road Menlo Park, CA 94025, USA (in the following **"Facebook USA"**) and/or Facebook Ireland Ltd. 4 Grand Canal Square, Dublin 2, Ireland (in the following **"Facebook Ireland"**), provides us without being asked with anonymized - therefore not personal - statistical information, that we cannot assign to you without further additional information, about the use of our Instagram page (e.g. .through so-called Instagram Insights).

Please find further information on the processing of your data by Facebook USA and/or Facebook Ireland in the data protection information via the following **external**

link: <https://help.instagram.com/519522125107875>

gg. Registration for the WTS Community Network

Insofar as you register for the WTS Community Network, we process the categories of data from you specified under section 3 g). We base the processing of your data on Art. 6 para. 1 s. 1 a) GDPR. Provided that you give us your consent for the processing of your data for the purpose of information about the activities of the WTS Community Network, you agree with the processing of your data for this purpose as follows:

"I give my consent that the personal data indicated by me to WTS Community Network for registering with the WTS Community Network may be processed for these purposes. I can withdraw my consent at any time with effect for the future and herewith stop reception of messages from the WTS Community Network. The lawfulness of processing of my data up to the time of the withdrawal is not affected by the withdrawal. I have taken notice of the precise details of the processing of my data, as well as my rights concerning the data processing, as explained in the data protection information under section 7 b) gg)."

You have the possibility to withdraw your consent at any time with effect for the future. Lawfulness of the processing of your data is not affected by the withdrawal up to the time of the withdrawal. You can withdraw your consent as described in Section 10 i). Furthermore, an possibility alternative exists to deregister via the respective "Unsubscribe Link" at the end of every email, with which we sent you information related to the WTS Community Network.

hh. Activity as tax consultants or lawyers for our clients

As far as you or your employer as your business partner have established a mandate relationship with us, we process the data categories listed in Section 3 h), to act as tax consultants or lawyers under this mandate. Hereby the following purposes are pursued: fulfilment of our obligations under the Money Laundering Act, execution of the mandate relationship including correspondence, fulfilment of our contractual, statutory and professional obligations as a tax consultancy or law firm, invoicing, processing of mutual claims arising from and in connection with the tax consultancy or legal mandate (e.g. claims for performance, remuneration and liability); the legal basis for the processing is Art. 6 para. 1 s. 1 b) (mandate agreement), c) (legal obligation of WTS) and f) (legitimate interests of WTS) GDPR. To perform the mandate we need different data depending on the type of assignment. This may also include special categories of personal data such as religious affiliation, political opinions or health data. We process

these on the basis of Art. 9 para. 2 a), b), f) or g) GDPR. We would ask you to indicate only those types of data that we require for processing in individual cases. If you provide data that we do not require for processing the mandate, we do not have any intention to obtain this data.

ii. Other purposes (surveys and studies, company-/Group management, compliance, security and data protection, Group Security, public health)

It is possible that the data types designated in Section 3 jj are also processed for the following purposes and on the following legal bases:

(i) Surveys and studies

We conduct surveys and studies you can voluntarily participate in. You also may, as appropriate, obtain the results and, if available also the results evaluated individually for you. We base the processing of your data on Art. 6 para. 1 s. 1 f) GDPR. Our legitimate interest is to identify trends, opinions and experiences of the participating businesses, especially regarding compliance with regulatory requirements. The evaluated results serve to develop our consultancy portfolio and to identify (individual) consultancy needs. Herein we have an economic interest. Therefore, our interest is to be qualified as legitimate within the meaning of the aforementioned provision. Affected by this is your IP address, which is required to access the website with the survey tool. We ask you not to enter any information in free text fields which contain personal references (e.g. names, but also functions in specific authorities). Should this nevertheless be the case, we have no intention to collect such data. The inevitable processing of this data, which we cannot prevent but can only terminate as quickly as possible, is also based on our legitimate interest in accordance with Art. 6 para. 1 s. 1 f) GDPR. If you wish to receive the general survey results or an individual evaluation of your entries by e-mail, we will process your name and the contact data requested to fulfil this wish and thus on the basis of Art. 6 para. 1 s. 1 b) GDPR. Your individual evaluation we will only provide to you.

If we contact you, following the evaluation, and provide you with your individual or the cross-company overall results, the statements made under Section 3 b) and 7 b) bb) apply.

(ii) Company and/or Group control

Within the scope of a consistent Group reporting and management (e.g., for customer support), we collect data for company and/or Group management (e.g., for budget planning and reporting).). Legal basis therefore is Art. 6 para. 1 s. 1 f) GDPR. Our legitimate interests are in the Company and Group control, as well as in a consistent Group management, for which we have an economic interest. Therefore our interest is to be qualified as legitimate according to this requirement. Affected by this are particularly the data types designated in Section 3, which we collected from you in connection with the contract performance and/or the provision of pre-contractual measures (e.g. in connection with seminar registrations).

(iii) Compliance with our legal obligations (Compliance)

To comply with legal requirements incumbent to us (e.g. for the fulfilment of tax and commercial legal obligations and the application of a Compliance Management, including compliance checks) data can be collected. The legal bases for this is Art. 6 para. 1 s. 1 c) GDPR.

(iv) Data protection and security management

In order to comply with the data protection requirements for which we are responsible, audits may also be carried out by our data protection officer. Legal basis with respect to audits by our Data Protection Officer are Art. 6 para. 1 s. 1 c) GDPR, particularly in connection with Art. 24 para. 2 s. 2 and Art. 38 para. 2 and Art. 39 para. 1 b) and c) GDPR, and in addition Art. 6 para. 1 s. 1 f) GDPR. Our legitimate interest is in secure and data protection compliant processing of personal data.

(v) Visitor self-information for COVID-19 prevention

Due to the current spread of the new corona virus (COVID-19), we are required to implement preventive measures to contain the corona pandemic and to protect our employees, clients, business partners and visitors. Therefore, until further notice, we ask all our external visitors, before entering one of our offices, to answer in writing questions concerning their stay in areas in Germany identified by the Robert Koch

Institute (RKI for short) as international risk areas or particularly affected areas in Germany, contact with demonstrably infected persons and their own current health symptoms, which are considered to be typical. We also collect the following data directly from you: Name, first name, company, function or title, address, place, date, signature. The purpose of the collection and data processing is to prevent or contain serious health risks, in particular to contain the COVID 19 pandemic, in particular by assessing the risk that could be associated with an external person staying on our premises. Should it subsequently turn out that contact with a demonstrably infected person may have occurred on our premises, we will, if necessary, provide your contact details to the authorities responsible for infection control and, if necessary, contact you as well. We process the data on the basis of Art. 6. para. 1 s. 1 f) GDPR (legitimate interests, in particular defense against health risks). With regard to data concerning health (special categories of personal data), we base our processing on Art. 9 para. 2 i) GDPR in conjunction with § 22 para. 1 no. 1 c) German Federal Data Protection Act, BDSG (public interest in the field of public health, such as protection against serious cross-border health risks). If we are legally obliged to do so, we will pass on your data to the relevant authorities so that they can contact our visitors for further action. In this respect, we process your data on the basis of Art. 9 para. 2 g) GDPR in particular in conjunction with §§ 25 para. 2, 16 Act on Protection against Infection, IfSG (Federal German Infection Protection Act), as well as, if applicable, corresponding legal regulations of the federal states according to § 17 para. 4 IfSG. There is basically no obligation towards us to provide us with this data in connection with a visit to our website. Without this information, however, it is not possible for us to make a corresponding risk assessment. Therefore, in these cases it is generally not possible to enter our premises for the reasons mentioned above until further notice.

8. Recipients or categories of recipients of personal data

We transfer personal data to the following recipients:

- Public entities, to which the data must be sent according to legal stipulations (e.g. financial authorities, supervisory authorities, social insurance carriers, professional associations , possibly prosecution authorities)
- Our clients, as necessary for fulfilment of contract
- Tax consultants and/or lawyers involved in fulfilment of contract as aligned with our clients
- Banks, insurance companies

- Internal departments which participate in the performance of the respective tasks, basically: Marketing, Personnel, IT & Security)
- Contractors (service enterprises, such as e.g. IT service providers which can be settled inside or outside of the WTS Group)
- Other Group companies and departments which participate in the performance of the respective tasks, e.g. Marketing, Personnel, IT, Information Security and Data Protection)
- Other WTS companies (these are those of the WTS Group, WTS Legal Rechtsanwaltsgesellschaft mbH and WTS Global Vereniging, Rotterdam, Netherlands as well as their Members firms)
- Providers of our social media pages
- Organizer and co-organizer of events

9. Transfer of personal data to third countries

Basically, we do not transfer personal data which we collect via over our website to countries outside of the European Union or the European Economic Area (third countries). If data is transferred to third countries as necessary for contract performance, for internal communication or administration within the WTS, or due to the registered office of a service provider being in a third country, this is always subject to prior detailed checking and assessment by our Data Protection Officer. It is also only implemented if, at the site in the third country, an adequate data protection level is ensured or appropriate safeguards grant an adequate data protection level (Art. 45 ff. GDPR) or in exceptional cases where neither an adequacy decision nor appropriate safeguards are required (Art. 49 para. 1 GDPR). Provided that and insofar as you wish to be provided with further information on the individual safeguards, you can refer to our Data Protection Officers named in Section 2.

10. Your rights with respect to data processing

You have the following rights with respect to us, as explained below, granted by Art. 15 to 21 GDPR, as well as the right to any-time withdrawal of your consent declared with respect to us, and the right to lodge a complaint to the supervisory authorities. **You can exercise your rights form-free** with respect to us and do this either **directly** to the contact data indicated in **Section 1** or **via our Data Protection Officer** whose contact data can be found in **Section 2**. Except for possible transmission or connection charges, no costs arise to you for that.

a. Right to access (Art. 15 GDPR)

You have the right to obtain confirmation from us whether or not and which personal data is processed by us related to your person: With regard to this data in particular, you can obtain information about the purposes related to the processing (Section 6 and 7), the categories of data that we process (Section 3), the categories of recipients (Section 8) and our intention to transfer the data to recipients in a third country (Section 9). The information furthermore contains specifications about the origin of the data, provided that it has not been obtained from you. You furthermore have the right to obtain a copy of the personal data which is subject of the processing, insofar as the rights and freedoms of other persons with respect to their personal data are adversely affected.

b. Right to rectification (Art. 16 GDPR)

You have the right to obtain from us the rectification without undue delay of inaccurate personal data concerning you. You have furthermore the right to obtain completion of incomplete personal data, considering the purposes of the processing - also by means of a supplementary statement.

c. Right to erasure (Art. 17 GDPR)

You have the right to obtain from us erasure without undue delay of your personal data if one of the following grounds applies and none of the exceptions listed below the grounds applies:

- The data processed by you is no longer necessary for the purposes explained in this data protection information.
- You have withdrawn your consent (see also Section 10. i) and we do not have any other legal basis for processing your data.
- The data was processed unlawfully.
- Deletion is required for compliance with a legal obligation in union or member state law which we are subject to.
- You have objected to the processing of your data by us (see also Section 10. g) and we do not have any overriding legitimate reasons for the processing of your data.

We do not have to comply with your request for erasure, however, if one of the following applies:

- The processing is necessary for the exercise of the right to free speech and to information.
- The processing is necessary in order to fulfil a legal obligation we are subject to according European Union or member state law (e.g. legal retention obligations).
- The processing is required for the establishment, exercise or defence of legal claims.
- The processing is required for reasons of public interest in the public health area.

d. Right to restriction of the processing (Art. 18 GDPR)

You have the right to obtain from us the restriction of the processing of your personal data. You have this right in particular if one of the following applies:

- You contest the accuracy of your data.
- The processing of the data is unlawful and you oppose the erasure of the data.
- We do not need your data any longer, however you still require it for the establishment, exercise or defence of legal claims.
- You have objected to the processing (see also Section 10 g)) and we are in the process of verification whether our legitimated grounds override your legitimate grounds for the objection to the processing.

e. Right to notification (Art. 19 GDPR)

If you have claim from us to rectify or erase your data or to restrict their processing, we are obliged to inform all recipients to whom your personal data was disclosed to carry out the rectification, or deletion of the data or the restriction of the processing, unless this proves impossible or involves disproportionate effort. You have likewise the right with respect to us to be informed of these recipients.

f. Right to data portability (Art. 20 GDPR)

You have the right to receive the personal data concerning you in a structured, commonly used and machine-readable format and to transmit it to another controller, as

far as you have provided this data to us based on consent or a contract, and the data is processed by automated means. You have the right to have the data transmitted directly from us to the other controller, as far as this is technically feasible and the rights and freedoms of other persons are not adversely affected.

g. Right to object (Art. 21 GDPR)

You have the right to object to the processing of personal data concerning you at any time, for reasons related to your particular situation, as far as the processing of this data is based on the necessity for the purposes of the legitimate interests pursued by us or those by a third party, or for the performance of a task that is in the public interest.

You can object to the processing of your data for direct marketing purposes at any time with effect for the future. We will always follow your objection. Please note however, that we cannot exclude the case where, on an individual basis, we are possibly not capable of calling back a marketing measure. If your objection should reach us at a time when the marketing measure has already been activated by us irrevocably. In such a case, however, we will of course exempt you from the distribution of every future marketing measure.

h. Right to complain with a supervisory authority (Art. 77 GDPR)

In addition, you can at any time lodge a complaint with the competent data protection supervisory authority, for example at your place of residence or at the place of the suspected infringement.

The following data protection supervisory authority is competent for WTS:

Bayerisches Landesamt für Datenschutzaufsicht (Bavarian State Office for Data Protection Supervision)

Promenade 27

91522 Ansbach

Germany

<https://www.lda.bayern.de>

i. Right to withdraw consent

Provided that, and as far as, you have given us your consent to the processing of your data, you have the right to withdraw this consent at any time with effect for the future. Lawfulness of the processing based on consent up to the time of the withdrawal is not affected by the withdrawal, rather the withdrawal can only affect the lawfulness of future processing.

11. No obligation to provide data by yourself

No legal obligation exists to provide your personal data to us.

Should you prevent, e.g. technically, that we are provided with data which is required for the use of our website, it is possible that you cannot use our services or can use them to a limited extent only.

The provision of personal data in the course of ordering publications, newsletters, information material and press releases, is freely given and not contractually or legally required. If you do not provide necessary data this may imply we are incapable of sending you the publications requested.

The provision of the personal data within the course of the registration to our seminars is required for a contract conclusion, as well as for its conduction. A non-provision of this data can result in our not being able to close any contract concerning your participation in a seminar and or to provide any corresponding performance.

The provision of your data within the course of establishing of contact with us via our contact form, or the establishing of contact with one of our Experts, is voluntary. Without the required information, in particular a contact channel, however, it is not possible for us to handle your request.

There is basically no obligation to provide us with personal data in the context of a contract established between you or your employer and us. In case of a non-provision of data this may imply we may not be able to provide you or your employer with any, correct or comprehensive advice.

12. Automated decision making, including profiling, as specified by Art. 22 GDPR

Your personal data will not be used for automated decision-making, including profiling, in accordance with Art. 22 para 1 and 4 GDPR. Provided that these are used, we inform

in detail regarding the logic as well as the significance and the envisaged consequences of such a processing for the data subject.

13. Data Security

We take technical and organisational security measures to protect your personal data against accidental or unlawful deletion, against alteration or loss and against unauthorised transmission or access.

14. Validity of this Data Protection Information for other WTS companies

If and insofar as you are in contact with another company in the WTS Group (referred to below as “other WTS company”) or WTS Legal Rechtsanwaltsgesellschaft mbH, this other WTS company or WTS Legal Rechtsanwaltsgesellschaft mbH processes your data. If this other WTS company or WTS Legal Rechtsanwaltsgesellschaft mbH refers to this Data Protection Information (e.g. in an email signature), the statements contained in this Data Protection Information also apply accordingly to the other WTS company or to WTS Legal Rechtsanwaltsgesellschaft mbH, if and insofar as the statements made in this Data Protection Information do not refer solely to the provision and functions of this website and our social media sites.

The information in this Data Protection Information therefore applies accordingly to other WTS companies and to WTS Legal Rechtsanwaltsgesellschaft mbH, which refer to this Data Protection Information, particularly the Sections stated below: Section 2 (Data Protection Officer), Section 3 (data categories, with the exception of a), c), f) and g), Sections 4 to 7 (with the exception of Section 7 b) aa), cc), ff) and gg) and Sections 8 to 15. The names and contact data of this other WTS company or WTS Legal Rechtsanwaltsgesellschaft mbH can be taken from the respective email signature, the company information or, in the case of postal correspondence, the respective sender details.

15. Status and changes to this data protection information

This data protection information corresponds to the status indicated below. The right to change this data protection information remains reserved. We therefore kindly request

you to inspect the data protection information on a regular basis to get informed about possible changes.

As of **August 2022**

Quadient Maintenance

Thank you for purchasing Maintenance Services from Quadient, Inc., or its affiliate, ("Quadient"). This document is a part of your Agreement with Quadient and it provides additional details regarding Quadient's Maintenance Program.

WHAT'S COVERED?

Maintenance services, as described herein, will be provided for the Products at the Delivery Location. Quadient agrees to provide the parts and labor associated with the ordinary maintenance of the Products as required due to normal wear and tear ("Maintenance Services"). Maintenance Services do not include consumable parts and/or wearable parts as defined by Quadient. Supplies (i.e. ink, roll tape, labels, etc.) are not included in Maintenance Services. Maintenance Services may also include preventative maintenance and inspections from time to time, as determined by Quadient. Quadient may, at its option, designate a third party to provide Maintenance Services. Quadient, in its sole discretion, may service the Products by replacing it with new, or like-new Products; provided that such replacement products are substantially similar to the Products. Maintenance Services will be provided during normal business hours. Any parts that are replaced by Quadient while performing Maintenance Services become the property of Quadient.

WHAT ARE THE FEES AND WHEN ARE THEY DUE?

- **For Purchased Products:**
Customer shall commence paying for the Maintenance Services on upon delivery of the Products. All fees for Maintenance Services ("Maintenance Fees") on purchased Products are invoiced annually, in advance.
- **For Leased Products:**
If the Products are being leased from Quadient Leasing USA, Inc. and the Maintenance Fee has been included in the lease payment amount ("Leased Products"), then Maintenance Services will be provided at no extra cost, except for the Additional Charges (as defined below), for the Initial Term of the lease. Customer shall commence paying for the Maintenance Services on Leased Products, where Maintenance Fees are included in the lease payment, on the date the lease commences. During any Renewal Term, Customer agrees to pay the then-current fee for Maintenance Services.
- **Other Fees:**
In addition to the Maintenance Fees, Customer agrees to pay : (a) for labor, parts, and expenses for maintenance or repair that is part of an Excluded Service (as defined below); (b) for travel expenses for any on-site maintenance services that in the opinion of Quadient is not deemed necessary; and (c) an increased Maintenance Fee for Products that are regularly used by more than one shift of personnel per business day (collectively "Additional Charges"). All Additional Charges shall be at Quadient's then-current published rates for time and materials. Charges for labor shall include travel expenses (including travel time, gas, tolls, mileage, etc.).

All payments for Maintenance Services and Additional Charges are nonrefundable. Quadient may adjust the Maintenance Fees at the end of the Initial Maintenance Term (as defined below) and any renewal term.

WHAT IS THE TERM OF THE MAINTENANCE SERVICES?

- **For Purchased Products:**
Unless otherwise specified in the Agreement, the initial term of these Maintenance Services is one (1) year (the "Initial Maintenance Term"). Unless Customer provides ninety (90) days written notice to Quadient prior to the end of the Initial Maintenance Term, or any renewal term), the Maintenance Services shall automatically renew for an additional one (1) year term at Quadient's then-current rate for such service.



- **For Leased Products:**

The term of the Maintenance Services for Leased Products will be equal to the term of the lease as specified in the Agreement.

HOW DO I REQUEST MAINTENANCE SERVICE?

In order to receive Maintenance Services on the Products, the Customer must notify Quadient of a need for service by contacting Quadient in the manner directed by Quadient. Quadient may, at its sole discretion, attempt to resolve Products performance issues over the telephone. If Quadient determines that on-site service is necessary, Quadient shall provide such on-site service in accordance with the terms set forth herein.

WHAT'S NOT COVERED BY THE QUADIENT MAINTENANCE PROGRAM?

Maintenance Services do not include:

- De-installation of the Products, or moving the Products (however these services are available for an additional fee);
- Services provided before 8:00 a.m. or after 5:00 p.m. local time based on the location of the Products (however service is available outside of those hours for an additional fee);
- Maintenance or repairs made necessary by the failure of Customer maintain or use the Products in conformance with Quadient's specifications;
- Maintenance or repairs made necessary by changes in the design of the Products made by Customer or mechanical, electrical, or electronic interconnections, or the attachment of other parts or components to the Products by Customer;
- Maintenance or repairs made necessary by accidents or natural disasters;
- Maintenance or repairs made necessary by the negligence of Customer;
- Maintenance or repairs made necessary by the unauthorized maintenance by Customer or any third party other than Quadient or its authorized service representatives;
- Damage or repair necessitated by relocation of the Products not conducted by Quadient;
- Maintenance or repairs made necessary because Customer has exceeded the published performance specifications or recommended monthly volume limits** for the Products;
- Maintenance or repairs made necessary by Customer's use of parts, consumables, or other supplies that do not comply with Quadient's specifications;
- Recovery of any customer data stored within Quadient Products or the maintaining of any back-up data;
- Rebuilding or major overhauls which Quadient determines are necessary ("Reconditioning").

All of the foregoing are "Excluded Services." Excluded Services also include operator training beyond the initial training provided by Quadient and application configuration and set-up. In the event Customer requests Quadient to perform an Excluded Service, Customer shall pay Quadient its then-current hourly rate for those services (including travel time), as well as Quadient's then-current price for any parts required in connection with such services.

WHAT OTHER RESPONSIBILITIES DO I HAVE?

CUSTOMER'S MAINTENANCE OBLIGATIONS: Customer agrees to maintain the Products in accordance with Quadient's published specifications. Except as specified and approved by Quadient, Customer shall not perform, or permit third parties



to perform maintenance or repair on the Products.

COPIES OF DATA: Customer is solely responsible for all data stored on the Products and making copies of all such data prior to Quadiant performing Maintenance Services.

USE OF QUADIANTSUPPLIES: If the Customer uses other than Quadiant supplies, and if such supplies are defective or unacceptable for use in Quadiant machines and cause abnormally frequent service calls or service problems, then Quadiant may, at its option, assess a surcharge or terminate the Maintenance Services. In this event, the Customer may be offered service on a "Per Call" basis based upon published rates. It is not a condition of this Agreement, however, that the Customer uses only Quadiant authorized supplies.

ENVIRONMENT/ELECTRICAL: Customer shall provide a suitable environment for Products as specified by the manufacturer. In order to insure optimum performance by the Quadiant Products, it is mandatory that specific models be plugged into a dedicated line and that they comply with manufacturer electrical specifications.

COMPLETE SYSTEM COVERAGE: All Quadiant components (hardware and software) used in a system must be covered under Maintenance Services ("Complete System Coverage"). For example, a customer may not obtain Maintenance Services only for a mailing machine if it is used with a separate scale. In that case, the Customer would also need to purchase Maintenance Services for the scale. If a customer refuses to obtain Complete System Coverage, Quadiant may terminate the Maintenance Services on any Product that is otherwise covered by such Maintenance Services.

ACCESS TO PRODUCTS: Customer shall allow Quadiant full and free access to the Products and the use of necessary data communications facilities and equipment at no charge to Quadiant.

PRODUCT MODIFICATIONS: Customer shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Products without Quadiant's prior written approval.

WHAT ELSE DO I NEED TO KNOW?

Quadiant may terminate the Maintenance Services, upon written notice to Customer, if:

- **Customer defaults on any payment due under this Agreement;**
- **The Products exceed the maximum monthly or lifetime cycle counts for such Products;**
- **The Products are modified, damaged, altered or serviced by personnel other than the Quadiant Authorized Personnel;**
- **Parts, accessories, consumables, supplies, or components not meeting machine specifications are used with the Products;**
- **Customer refuses to obtain Complete System Coverage;**
- **Any services are necessary because Customer has done (or failed to do) something that requires the performance of an Excluded Service;**
- **Customer decides not to proceed with any Reconditioning that is deemed necessary by Quadiant.**

Furthermore, if the Products are being leased, this Agreement shall automatically terminate as to any Products covered by the lease on the date such lease expires or is terminated.

****Click [HERE](#) for recommended monthly volume limits.**

Parcel Locker Maintenance Agreement

In this Parcel Locker Maintenance Program Agreement (the "Agreement"), the words "You" and "Your" mean the entity that is the Customer identified below and on the Sales Quote dated [REDACTED] ("Order Form"). "We," "Us" and "Our" mean the seller, Quadient, Inc.

1. **Coverage.** Maintenance services, as described herein, will be provided for the parcel locker(s) ("Product") at the Delivery Location. We agree to provide the parts and labor associated with the ordinary maintenance of the Product as required due to normal wear and tear for a maximum of up to sixteen (16) hours per year, as well as the help desk support services described below ("Maintenance Services"). After We have performed sixteen (16) hours of Maintenance Services, We shall bill You at Our then-current rate for any additional labor and any parts in connection with any additional services that it performs. Maintenance Services do not include consumable parts and/or wearable parts, if any, as defined by Us. Maintenance Service time shall be measured from the time the service personnel arrive on site to the time they depart. Travel time shall not be included in the allotted Maintenance Service time. Maintenance Services also include up to one (1) preventative maintenance call per year which We shall provide upon request from You. We may, at Our option, designate a third party to provide Maintenance Services. We, in Our sole discretion, may service the Product by replacing it with new or like-new Product; provided that such replacement is substantially similar to the Product. Maintenance Services will be provided between the hours of 8:30 a.m. and 5:00 p.m. on weekdays (excluding holidays) local time based on the location of the Product ("Normal Working Hours"). Any parts that are replaced by Us while performing Maintenance Services become the property of Us.

2. **Help Desk Support.** We will provide You with Unlimited telephone support for the Product during weekdays between the hours of 8:30 a.m. and 5:00 p.m. (excluding holidays).

3. **Payment and Fees.** You shall commence paying for the Maintenance Services when the Product is installed. All fees for Maintenance Services ("Maintenance Fees") on purchased Products are invoiced annually, in advance. The initial Maintenance Fees are set forth on the Order Form. In addition to the Maintenance Fees, You agree to pay: (a) for labor, parts, and expenses for any maintenance or repair that is part of an Excluded Service (as defined below); (b) for travel expenses for any on-site maintenance services that in Our opinion are deemed unnecessary; (collectively "Additional Charges"). All Additional Charges shall be at Our then-current published rates for time and materials. Charges for labor for Additional Charges shall include travel expenses (including travel time, gas, tolls, mileage, etc.) All payments for Maintenance Services and Additional Charges are nonrefundable. We may adjust the Maintenance Fees at the end of the Initial Maintenance Term (as defined below) and any renewal term. Fees will not exceed a 4% increase over previous term.

4. **Term.** Unless otherwise specified in the Agreement, the initial term of these Maintenance Services is one (1) year (the "Initial Maintenance Term"). Unless You provides ninety (90) days written notice to Us prior to the end of the Initial Maintenance Term, or any renewal term, the Maintenance Services shall automatically renew for an additional one (1) year term at Our then-current rate for such service.



5. Requesting Maintenance Services. In order to receive Maintenance Services on the Product, You must notify Us of a need for service by contacting Us or, if directed by Us, another authorized service provider, in the manner directed by US. We may, in Our sole discretion, attempt to resolve Product performance issues over the telephone. If We determine that on-site service is necessary, We shall provide such on-site service in accordance with the terms set forth herein.

6. Exclusions from Coverage. Maintenance Services do not include:

- De-installation of the Product, or moving the Product (however, these services are available for an additional fee);
- Services provided outside of Normal Working Hours (however, service is available outside of those hours for an additional fee);
- Maintenance or repairs made necessary by the Your failure to maintain or use the Product in conformance with the manufacturer's specifications;
- Maintenance or repairs made necessary by changes in the design of the Product made by You or mechanical, electrical, or electronic interconnections, or the attachment of other parts or components to the Product by You;
- Maintenance or repairs made necessary by vandalism, accidents or natural disasters;
- Maintenance or repairs made necessary by Your negligence or willful misconduct;
- Maintenance or repairs made necessary by software that is installed in the Product by You (and not at Our direction);
- Maintenance or repairs made necessary by changes to the Product made by You or anyone other than Us or Our authorized service representatives;
- Damage or repair necessitated by relocation of the Product except to the extent such relocation was done by Us or our authorized service representatives;
- Maintenance or repairs made necessary by the use of parts, consumables, or other supplies that do not comply with the manufacturer's specifications;
- Recovery of any data stored within the Product or the maintaining of any back-up data;
- Rebuilding or major overhauls to the Product which We determine are necessary ("Reconditioning"); and
- Any assistance with obtaining any permits, licenses, or similar authorizations that may be required in connection with the installation or operation of the Product (however, such service is available for an additional fee).

All of the foregoing are "Excluded Services." Excluded Services also include operator training beyond the initial training provided by Us upon installation. In the event You request Us to perform an Excluded Service, You shall pay Us Our then-current hourly rate for those services (including travel time), as well as Our then-current price for any parts required in connection with such services.

7. Your Other Obligations. You agree to maintain the Product in accordance with the manufacturer's published specifications. You are solely responsible for all data stored on the Product and making copies of all such data prior to Us performing Maintenance Services. You shall provide a suitable environment for the Product (including appropriate electrical and internet connections) as specified by



the manufacturer. You shall allow Us full and free access to the Product and the use of necessary data communications facilities and equipment at no charge to Us. You shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Product without Our prior written approval.

8. Termination. We may terminate the Maintenance Services, upon written notice to You, if: (i) You default on any payment due under this Agreement; (ii) the Product is modified, damaged, altered or serviced by personnel other than the Us or Our authorized service representatives; (iii) parts, accessories, consumables, supplies, or components not meeting machine specifications are used with the Product; (iv) any services are necessary because You have done (or failed to do) something that requires the performance of an Excluded Service; or (v) You decide not to proceed with any Reconditioning that is deemed necessary by Us.

9. Disclaimer. We shall not be liable in any manner for any property that may be stored within the Product.

The parties have caused this Parcel Locker Maintenance Program Agreement to be executed by their duly authorized representatives on the date(s) shown below.

Customer

Signature _____

Printed _____

Title _____

Date _____

Quadiant, Inc.

Signature John Tartaro

Printed John Tartaro

Title Deputy CFO

Date 12/30/2022

GOVERNMENT PRODUCT LEASE AGREEMENT

In this Government Product Lease Agreement (the "Lease"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the Government Product Lease Agreement Order Form ("Order Form"). "We," "Us" and "Our" mean the lessor, Quadient Leasing USA, Inc. "Supplier" refers to either Quadient, Inc., or any other third party that has manufactured, or is providing services related to, the Products.

1. Lease of Products. THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE (except as provided in Section 24, below) during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, services and other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

2. Promise to Pay. You promise to pay to Us the lease payment shown on the Order Form ("Lease Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

3. Initial Term; Renewal.

3.1 FMV Lease. The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). Unless You have opted for an LTOP Lease as described in Section 23, You must notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to either: (i) return the Products at the end of the Initial Term; or (ii) purchase the Products pursuant to Section 22. If You have not opted for an LTOP lease and You fail to give us such notice, then this Lease will automatically renew for consecutive periods of one (1) month each (each a "Renewal Period"). The amount You pay for the Products will remain unchanged during each Renewal Period. We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall either return the Products pursuant to Section 12 of this Lease or purchase the products pursuant to Section 22.

3.2 LTOP Lease. If you have opted for an LTOP Lease as described in Section 23, then the term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). At the conclusion of the Initial Term of an LTOP Lease, we shall: (i) transfer title of all hardware Products to You as set forth in Section 23; and (ii) Your license to use any Software Products shall continue without the need to make any further license payments to Us.

4. Payments. Lease Payments, and other charges provided for herein, are payable in arrears periodically as stated on the Order Form.

You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice.

5. Delivery and Location of Products. The Products will be delivered to You at the installation address specified on the Order Form ("Installation Address") or, if no such location is specified, to Your billing address. Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Installation Address unless You first get Our written permission to do so.

6. Ownership, Use, and Maintenance of Products. We will own and have title to the Products during the Lease. You agree that the Products are and shall remain Our personal property. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

7. Assignment of Supplier's Warranties and Notice of Reused Components. We hereby assign to You any warranties relating to the Products that We may have received from the Supplier. GUIDED BY QUADIENT, INC.'S SUSTAINABLE DESIGN AND RESPONSIBLE MANUFACTURING POLICY, THE PRODUCTS MAY CONTAIN REUSED COMPONENTS. For more information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.

8. Relationship of the Parties. You agree that You, not We, selected the Products and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. IF YOU ARE A PARTY TO ANY MAINTENANCE, SERVICE, SOFTWARE LICENSE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM).

9. Default. You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease. If You default, We may, without notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Lease; (B) require You to return the Products pursuant to Section 12 below; (C) take possession of and/or render the Products unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with prior reasonable notice or other process of law; and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of: (i) all Lease Payments and other amounts then due and past due; (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is a reasonable estimate of Our damages); and (iii) in the event that You failed to promptly return the Products to Us, an amount equal to the remaining value of the Products at the end of the then-current term, as reasonably determined by Us. To the extent allowable by law, You shall also pay all Our costs in enforcing Our rights under this Lease,



including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Products, as well as any other expenses that We may incur to collect amounts owed to Us. We are not required to re-lease or sell the Products if We repossess them. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

10. Finance Lease. You agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws.

11. Loss; Damage; Insurance. You shall: (i) bear the risk of loss and damage to the Product(s) during the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

12. Return of Products. Unless You take title to the tangible Products pursuant to Section 22 or Section 23, then You are required to return such Products under this Lease. In such a case, at the end of the Lease, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Products must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

13. Assignment. YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART.

14. Disclaimer of Warranties. 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 PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

15. Limitation of Liability. WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE PRODUCTS (COLLECTIVELY, "PRODUCT MATTERS"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, 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.

16. Notice. All notices, requests and other communications to Us shall be in writing and sent to: Quadient Leasing USA, Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address"). Such notices shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. In the event that We do not accept Your offer to enter this Lease, then You have the right to a written statement that specifies the reasons that Your offer was not accepted. You can request such a statement by writing to Us at the Notice Address.

17. Integration. The Lease represents the final and only agreement between You and Us. There are no unwritten oral agreements between You and Us. The Lease can be changed only by a written agreement between You and Us. Any additional terms and conditions referenced on any Purchase Order shall be void and have no effect on this Lease.

18. Severability. In the event any provision of this Lease 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.

19. Waiver or Delay. A waiver of any default hereunder or of any term or condition of this Lease 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 Lease.

20. Survival of Obligations. Your obligations under this Lease shall survive any expiration or termination of any government procurement contract that may be related to it. Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

21. Choice of Law; Venue; and Attorney's Fees. This Lease shall be governed under the laws of the State of Alabama without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in the State of Alabama. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Lease (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Lease, to the extent allowable by law, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

22. FMV Leases. If this Lease is a fair market value lease, as indicated by the lease rate that has been used by Us to calculate Your Lease Payment then, unless You are in default, You may elect to purchase the hardware Products at the end of this Lease on an "as is, where is" basis for their fair market value, as reasonably determined by Us. In the event that You elect to do so, You must give us sixty (60) days prior written notice of Your election to purchase such Products.

23. LTOP Leases. If this Lease is a lease to purchase, as indicated



by the lease rate that has been used by Us to calculate Your Lease Payments then, at the end of the Initial Term and after You have made all of the Lease Payments, We shall transfer title to all hardware Products that are subject to this Lease to You on an “as is, where is” basis.

24. Termination.

24.1 Non-Appropriation.

a. You warrant and represent that You intend to enter into this Lease for at least the entire Initial Term and that You are doing so for an essential government purpose. You agree that, prior to the expiration of the Initial Term, you shall not terminate this Lease in order to obtain the same or similar Products from another vendor.

b. You may terminate this Lease at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Lease Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

Sufficient funds have not been and will not be appropriated for the remaining payments due under the Lease. I confirm that we will not replace the Products with similar equipment from any other party in the succeeding fiscal year.

24.2 Convenience. You may terminate this Lease at any time and for any reason or for no reason (“Termination for Convenience”); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

25. Additional Postage Meter Terms. If the Products require a postage meter, then You agree that Quadient’s Postage Meter Rental Agreement shall govern your rental of such postage meter.

POSTAGE METER RENTAL AGREEMENT

1. Incorporation of Certain Terms. Customer acknowledges that: (i) it has entered a Government Product Lease Agreement with Quadient Leasing USA, Inc. (the “Lease”); and (ii) if the Products that are subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement (“Rental Agreement”) shall govern its rental of the Postage Meter (as defined below) for such machine. Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that “We,” “Us,” and “Our,” refers to Quadient, Inc., and any reference to “Products” shall refer to the Postage Meter. Sections 11 through 21, 24 and 25 of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the “Lease” refer to this Rental Agreement.

2. Provisions as to Use. You acknowledge that: (i) as required by United States Postal Service (“USPS”) regulations, the postage meter(s) identified on the Order Form (the “Postage Meter”) is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

3. Rental Fee, Term, and Taxes. The rental fee for the Postage Meter rental during the Initial Term is included in the Lease Payment. For each Renewal Term, You agree to pay Our then-current fee for the Postage Meter rental. The Postage Meter rental fee does not include the cost of consumable supplies. The term of the rental shall be equal to the term of the Lease and is NON-CANCELABLE. You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. Notwithstanding the foregoing, in the event You are tax exempt, upon providing Us a certificate, You will not be required to pay any taxes covered by such certificate. You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 12 of the Lease. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization from Us, then You will pay a postage meter replacement fee of one thousand dollars (\$1,000).

4. Postage Meter Maintenance, Inspections, and Location. We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

5. Postage Advances. We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

6. Default. In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, Quadient Leasing USA Inc., and Quadient Finance USA, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity.



Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. To the extent allowable by law, You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

7. Rate Updates.

- A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.
- B. Rate Updates with Online Services. If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered Products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such Products or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, "Integrated" means that the covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").
- C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available the following updates for Your covered Products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Products or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered Products or Software. If any reprogramming is required because You have moved the Products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. If You have not selected RCP or Software Advantage, You agree that We may send You periodic rate updates as needed and You agree to either: (i) promptly pay the then-current price for such update; or (ii) return the unused, update to Us within ten (10) business days of receiving it. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

8. United States Postal Service Acknowledgement of Deposit Requirement.

By signing this Postage Meter Rental Agreement, You

acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

9. Additional United States Postal Service Terms.

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines 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 (3 U.S.C. 3802).
- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

POSTAGE FUNDING ACCOUNT AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with Quadient Leasing USA, Inc. (the "Lease") and a Postage Meter Rental Agreement with Quadient, Inc. (the "Rental Agreement"). If you have an eligible postage meter, then you will have access to a postage funding account and this Postage Funding Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Lease or Rental Agreement shall have the same meanings in this Account Agreement, except that "We," "Us," and "Our," refer to Quadient Finance USA, Inc. Sections 14 through 20 of the Lease are hereby



incorporated into this Account Agreement except that any reference in those sections to the “Lease” refers to this Account Agreement.

2. Establishment and Activation of Account. You hereby authorize Us, to establish an account in Your name (“Account”) for funding the purchase of postage from the United State Postal Service (“USPS”) for use in the postage meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Quadient, Inc. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

3. Operation of Account. Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an “Authorized User”) uses the Account to receive a postage meter reset or obtain other products or services that Quadient, Inc. is authorized to provide, Quadient, Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that the Account will provide additional available postage funds when Your pre-paid account balance is zero (\$0). When You request a postage meter reset, if You have the funds on account with the USPS, those funds automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services from that Quadient, Inc. is authorized to provide, then We shall pay the applicable amount to Quadient, Inc. and add such amount to Your Account balance.

4. Payment Terms. You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

5. Account Limit and Account Fees. You agree that We will establish a credit limit on Your Account (the “Account Limit”). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, and a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.

6. Cancellation and Suspension. We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

7. Default. We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Quadient, Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney’s fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

8. Remedies. If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your postage meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Quadient, Inc., Quadient Leasing USA, Inc.

9. Amendments. We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

10. Notice: Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the



address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

11. Miscellaneous. You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Texas.

MAINTENANCE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with Quadient USA, Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Maintenance Agreement, except that "We," "Us," and "Our," refer to Quadient, Inc. Sections 13 through 24 of the Lease are hereby incorporated into this Maintenance Agreement, except that any reference in those sections to the "Lease" refers 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., or one of its affiliates, will provide maintenance services for the Products in accordance with Quadient, Inc.'s then-current maintenance terms and pricing for the level of maintenance services that You have purchased. Those services will be provided for the entire term of the Lease and are NON-CANCELABLE. 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. **Notwithstanding the foregoing, maintenance services are not available on HD Office Printer Series products.**

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with Quadient Leasing USA, Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Quadient, Inc. Sections 13 through 24 of the Lease are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Lease" refer to this OSS Agreement.

2. License Grant and Additional Terms. In exchange for the license fees that are included in Your Lease 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 automatically renew for additional one-year periods 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. Quadient, Inc. and/or any of Our affiliates, suppliers, including, but not limited to, Quadient Leasing USA, Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). 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 license 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.

POSTAGE METER RENTAL AGREEMENT

1. Postage Meter Rental. In this Postage Meter Rental Agreement (the "Rental Agreement"), the words "You" and "Your" mean the customer named on the Postage Meter Rental Agreement order form ("Order Form"). "We," "Us" and "Our" mean Quadient, Inc. You agree to rent from Us the postage meter identified on the Order Form, as well as any other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, additions and repairs, (the "Postage Meter") upon the terms stated herein.

2. Provisions as to Use and Notice of Reused Components. You acknowledge that: (i) as required by United States Postal Service regulations, the Postage Meter(s) is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You. GUIDED BY QUADIENT, INC.'S SUSTAINABLE DESIGN AND RESPONSIBLE MANUFACTURING POLICY, THE PRODUCTS MAY CONTAIN REUSED COMPONENTS. For more information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.

3. Rental Fee, Payment and Term. The initial rental term for the Postage Meter is set forth on the Order Form ("Initial Term"). The rental fee for the Initial Term is also set forth on the Order Form. The Initial Term of this Rental Agreement will begin on the earlier of either the date the Postage Meter is installed or five (5) days after the Postage Meter is shipped by Us. You promise to pay to Us the amounts shown on the Order Form in accordance with the payment schedule set forth thereon, plus all other amounts stated on the Order Form or in this Rental Agreement. You shall make all payments to the address indicated on Our invoice within thirty (30) days of the date of Our invoice. A late fee will be charged if the payment is not made within such period and an additional late fee will be charged for each subsequent thirty (30) days that the invoice remains unpaid. You agree to pay Us the then-current fee charged by Our financial institution for checks returned unpaid and for ACH direct debit transactions which are rejected. You also agree to pay all setting fees and charges incurred in connection with the download of funds to the Postage Meter. The Postage Meter rental fee does not include the cost of consumable supplies. This Rental Agreement is NON-CANCELABLE during the Initial Term and any Renewal Period (as defined below). Unless, at least ninety (90) days before the end of the Initial Term, You: (i) notify Us that You intend to return the Postage Meter at the end of the Initial Term by calling 1-800-636-7678; and (ii) send written notice to Us in the manner We instruct You when You call, this Rental Agreement will automatically renew on a quarter-to-quarter basis, except as prohibited by law, at the then-current payment amount for such Postage Meter (each a "Renewal Period"). We will not notify You that the Initial Term or any Renewal Term is ending. You may terminate this Rental Agreement at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so.

4. Return of Postage Meter and Products. Upon the termination of this Rental Agreement, unless directed otherwise by Us, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us,

expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Postage Meter must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the ERA from Us, then You will pay a postage meter replacement fee of one thousand dollars (\$1,000).

5. Postage Meter Maintenance, Inspections, and Location. We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

6. Loss; Damage; Insurance. You shall: (i) bear the risk of loss and damage to the Postage Meter and shall continue performing all of Your other obligations hereunder even if the Postage Meter becomes damaged or there is a loss, (ii) keep the Postage Meter insured against all risks of loss and damage in an amount at least equal to its full replacement cost.

7. Postage Advances. We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

8. Default. In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to Quadient Finance USA, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

9. Rate Updates.

- A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.
- B. Rate Updates with Online Services. If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such products or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.**



For the purposes of this section, “Integrated” means that the covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with “ST-77,” or “SE” in the model number will not receive updated rates as part of Our Online Services program (collectively “Excluded Products”).

- C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection (“RCP”) from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available the following updates for Your covered products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered product or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered product or Software. If any reprogramming is required because You have moved the products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

10. United States Postal Service Acknowledgement of Deposit Requirement. By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the “Acknowledgement”) and will comply with its terms and conditions, as it may be amended from time to time.

11. Additional United States Postal Service Terms.

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service (“USPS”) in accordance with the Domestic Mail Manual (“DMM”) 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, “Postage Evidencing Systems” or “PES”) and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines 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 (3 U.S.C. 3802).
- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS

Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.

- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

12. Taxes. You agree to pay for all applicable taxes related to the sale or rental of any products or Postage Meter to You, as well as any taxes applicable to Your possession, and/or use of the products and/or Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes.

13. 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 ANY PRODUCTS OR POSTAGE METER, ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE.

14. 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 RENTAL 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.

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

16. Notice. All notices related to this Rental Agreement to Us shall be made by You, or an attorney representing You. Notice of non-renewal of this Rental Agreement shall be made as outlined in Section 3 herein by calling 1-800-636-7678. All other notices, requests and other communications hereunder shall be in writing, and shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. Written notices to Us shall be sent to: Quadient, Inc., 478 Wheelers Farms Road, Milford, CT 06461 (“Notice Address”).

17. Integration. This Rental Agreement represents the final and only agreement between You and Us regarding Your acquisition of the Postage Meter and any other products or services. There are no unwritten oral agreements between You and Us. This Rental Agreement can be changed only by a signed, written agreement between You and Us.

18. Severability. In the event any provision of this Rental 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.

19. Waiver or Delay. A waiver of any default hereunder or of any term or condition of this Rental 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 Rental Agreement.

20. Choice of Law; Venue; and Attorney's Fees. This Rental Agreement shall be governed under the laws of the State of Alabama without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in the State of Alabama. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Rental Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Rental Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

POSTAGE FUNDING ACCOUNT AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Postage Meter Rental Agreement with Quadient, Inc. (the "Rental Agreement"). If you have an eligible Postage Meter, then you will have access to a postage funding account and this Postage Funding Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Rental Agreement shall have the same meanings in this Account Agreement, except that "We," "Us," and "Our," refer to Quadient Finance USA, Inc., an affiliate of Quadient, Inc. Sections 10 through 19 of the Rental Agreement are hereby incorporated into this Account Agreement except that any reference in those sections to the "Rental Agreement" refers to this Account Agreement.

2. Establishment and Activation of Account. You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United State Postal Service ("USPS") for use in the Postage Meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Quadient Inc. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

3. Operation of Account. Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Quadient, Inc. is authorized to provide, Quadient, Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that the Account will provide additional available postage funds when Your pre-paid account balance is zero (\$0). When You request a Postage Meter reset, if You have the funds on account with the USPS, those funds automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services that Quadient Inc. is authorized to provide, then We shall pay

the applicable amount to Quadient, Inc. and add such amount to Your Account balance.

4. Payment Terms. You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

5. Account Limit and Account Fees. You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.

6. Cancellation and Suspension. We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

7. Default. We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Quadient, Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These



remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

8. Remedies. If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your Postage Meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Quadiant, Inc., Quadiant Leasing USA, Inc.

9. Amendments. We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

10. Notice: Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

11. Miscellaneous. You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Texas.

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Postage Meter Rental Agreement with Quadiant, Inc. (the "Rental Agreement"). Any defined terms in the Rental Agreement shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"). Sections 12 through 20 of the Rental Agreement are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Rental Agreement" refers to this OSS Agreement.

2. License Grant and Additional Terms. In exchange for the license fees that are included in Your Rental 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 Postage Meter and other 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 Postage Meter and other 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.quadiant.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 automatically renew for additional one-year periods 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. Quadiant, Inc. and/or any of Our affiliates, or suppliers, including, but not limited to, Quadiant 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.

Attachment #19

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, Quadient, Inc. ("Quadient").

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 QUADIENT, INC.'S SUSTAINABLE DESIGN AND RESPONSIBLE MANUFACTURING POLICY, THE PRODUCTS MAY CONTAIN REUSED COMPONENTS. For more information visit <https://www.quadient.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 Alabama, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in the State of Alabama. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Purchase Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Purchase Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

POSTAGE METER RENTAL AGREEMENT

1. Postage Meter Rental. In this Postage Meter Rental Agreement (the "Rental Agreement"), the words "You" and "Your" mean the customer named on the Postage Meter Rental Agreement order form ("Order Form"). "We," "Us" and "Our" mean Quadient, Inc. You agree to rent from Us the postage meter(s) identified on the Order Form (the "Postage Meter") upon the terms stated herein.

2. Provisions as to Use. You acknowledge that: (i) as required by United States Postal Service regulations, the Postage Meter(s) is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.



3. Rental Fee, Payment and Term. The initial rental term for the Postage Meter is set forth on the Order Form ("Initial Term"). The rental fee for the Initial Term is also set forth on the Order Form. The Initial Term of this Rental Agreement will begin on the earlier of either the date the Postage Meter is installed or five (5) days after the Postage Meter is shipped by Us. You promise to pay to Us the amounts shown on the Order Form in accordance with the payment schedule set forth thereon, plus all other amounts stated on the Order Form or in this Rental Agreement. You shall make all payments to the address indicated on Our invoice within thirty (30) days of the date of Our invoice. A late fee will be charged if the payment is not made within such period and an additional late fee will be charged for each subsequent thirty (30) days that the invoice remains unpaid. You agree to pay Us the then-current fee charged by Our financial institution for checks returned unpaid and for ACH direct debit transactions which are rejected. You also agree to pay all setting fees and charges incurred in connection with the download of funds to the Postage Meter. The Postage Meter rental fee does not include the cost of consumable supplies. This Rental Agreement is NON-CANCELABLE during the Initial Term and any Renewal Period (as defined below). Unless, at least ninety (90) days before the end of the Initial Term, You: (i) notify Us that You intend to return the Postage Meter at the end of the Initial Term by calling 1-800-636-7678; and (ii) send written notice to Us in the manner We instruct You when You call, this Rental Agreement will automatically renew on a quarter-to-quarter basis, except as prohibited by law, at the then-current payment amount for such Postage Meter (each a "Renewal Period"). We will not notify You that the Initial Term or any Renewal Term is ending. You may terminate this Rental Agreement at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so.

4. Return of Postage Meter and Products. Upon the termination of this Rental Agreement, unless directed otherwise by Us, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Postage Meter and any other products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Postage Meter must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization then You will pay a postage meter replacement fee of one thousand dollars (\$1,000).

5. Postage Meter Maintenance, Inspections, and Location. We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

6. Loss; Damage; Insurance. You shall: (i) bear the risk of loss and damage to the Postage Meter and shall continue performing all of Your other obligations hereunder even if the Postage Meter becomes damaged or there is a loss, (ii) keep the Postage Meter insured against all risks of loss and damage in an amount at least equal to its full replacement cost.

7. Postage Advances. We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion,

may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

8. Default. In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to Quadient Finance USA, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

9. Rate Updates.

- A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.
- B. Rate Updates with Online Services. If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such products or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, "Integrated" means that the covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").
- C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available the following updates for Your covered products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered products or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered products or Software. If any reprogramming is required because You have moved the products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.



10. United States Postal Service Acknowledgement of Deposit Requirement. By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the “Acknowledgement”) and will comply with its terms and conditions, as it may be amended from time to time.

11. Additional United States Postal Service Terms.

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service (“USPS”) in accordance with the Domestic Mail Manual (“DMM”) 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, “Postage Evidencing Systems” or “PES”) and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines 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 (3 U.S.C. 3802).
- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

12. Taxes. You agree to pay for all applicable taxes related to the sale or rental of any products or Postage Meter to You, as well as any taxes applicable to Your possession, and/or use of the products and/or Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes.

13. 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 ANY PRODUCTS OR POSTAGE METER, ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE.

14. 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 RENTAL 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.

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

16. Notice. All notices related to this Rental Agreement to Us shall be made by You, or an attorney representing You. Notice of non-renewal of this Rental Agreement shall be made as outlined in Section 3 herein by calling 1-800-636-7678. All other notices, requests and other communications hereunder shall be in writing, and shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. Written notices to Us shall be sent to: Quadient, Inc., 478 Wheelers Farms Road, Milford, CT 06461 (“Notice Address”).

17. Integration. This Rental Agreement represents the final and only agreement between You and Us regarding Your acquisition of the Postage Meter and any other products or services. There are no unwritten oral agreements between You and Us. This Rental Agreement can be changed only by a signed, written agreement between You and Us.

18. Severability. In the event any provision of this Rental 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.

19. Waiver or Delay. A waiver of any default hereunder or of any term or condition of this Rental 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 Rental Agreement.

20. Choice of Law; Venue; and Attorney’s Fees. This Rental Agreement shall be governed under the laws of the State of Connecticut, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in New Haven County, Connecticut. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Rental Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Rental Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

POSTAGE FUNDING ACCOUNT AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Postage Meter Rental Agreement with Quadient, Inc. (“Rental Agreement”). If you have an eligible Postage Meter or an eligible Postage on Call account, then you will have access to a postage funding account and this Postage Funding Account Agreement (“Account Agreement”) shall govern Your use of such account. Any defined terms in the Rental Agreement shall have the same meanings



in this Account Agreement, except that “We,” “Us,” and “Our,” refer to Quadient Finance USA, Inc., an affiliate of Quadient, Inc. Sections 10 through 19 of the Rental Agreement are hereby incorporated into this Account Agreement except that any reference in those sections to the “Rental Agreement” refers to this Account Agreement.

2. Establishment and Activation of Account. You hereby authorize Us, to establish an account in Your name (“Account”) for funding the purchase of postage from the United State Postal Service (“USPS”) for use in the Postage Meter. Your Account may also be used to purchase supplies, rent Postage Meters, and obtain certain other products and services from Quadient Inc. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

3. Operation of Account. Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an “Authorized User”) uses the Account to receive a postage meter reset or obtain other products or services that Quadient, Inc. is authorized to provide, Quadient, Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that the Account will provide additional available postage funds when Your pre-paid account balance is zero (\$0). When You request a Postage Meter reset, if You have the funds on account with the USPS, those funds automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services that Quadient, Inc. is authorized to provide, then We shall pay the applicable amount to Quadient, Inc. and add such amount to Your Account balance.

4. Payment Terms. You will receive a billing statement for each monthly billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum amount shown on the statement. However, if You have exceeded the Account Limit on Your Account, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on the statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

5. Account Limit and Account Fees. You agree that We will establish a credit limit on Your Account (the “Account Limit”). The exact amount of the initial Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.

6. Cancellation and Suspension. We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

7. Default. We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Quadient, Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney’s fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

8. Remedies. If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your Postage Meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Quadient, Inc., and Quadient Leasing USA, Inc.

9. Amendments. We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included on Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

10. Notice: Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

11. Miscellaneous. You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance



with the laws of the State of Texas, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Texas.

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 automatically renew for additional one-year periods 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 Finance 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 subscription services. 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.



CAPITAL CONTRACT SUMMARY SHEET

Contract#5091



AGENDA ITEM SUMMARY SHEET

Agenda of: September 17, 2024

Submitted by:

Nicholas Amberger

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Gina Gregory, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Grant a Permanent Sidewalk and Permanent Utility Easement Agreement between S and E Properties LLC, a limited liability company, and the City of Mobile, a municipal corporation, and the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation of the State of Alabama, for the project 2018 PAYGO, North McGregor, Old Shell Road to Springhill Ave.

Amount of Contract:

\$27,635.00

Funding Source

C0435 - 2000-2000-48040

ATTACHMENTS:

1. Resolution
2. Capital Summary Sheet REVISED
3. Agreement PSWE and PUE Agreement

REVIEWERS:

Stacey Howard

Carleen Stout

Brenda Rhodes

Chris Kern

James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they herby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a municipal corporation, a Permanent Sidewalk and Permanent Utility Easement Agreement between S and E Properties LLC, a limited liability company and the City of Mobile, a municipal corporation, and the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation of the State of Alabama, in the amount of Twenty Seven Thousand Six Hundred Thirty Five Dollars (\$27,635.00) for the project **2018 PAYGO, North McGregor, Old Shell Road to Springhill Ave.**

BE IT FURTHER RESOLVED THAT:

SAID document being attached hereto and made a part hereof as though fully set forth herein, and copies will be on file in the office of the City Clerk and in the office of the Real Estate Department of the City of Mobile.

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2018 PAYGO N McGregor Ave, Old Shell Rd to Springhill Ave

CAPITAL PROJECT # C0435 DATE OF RECEIPT _____

DEPT. PROJECT # n/a

PROJECT DESCRIPTION Permanent Sidewalk & Permanent Utility Easement

Agreement-portions SW & sanitary sewer/water lines were constructed

CONTRACT AMOUNT \$ 27,635.00

VENDOR NAME S & E Properties, LLC

VENDOR NUMBER 299353

DEPT # 3005 DEPT NAME Engineering

CONTRACT ADMINISTRATOR Nick Amberger

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

ROW (Acquisitions) Sidewalk/Util Easements

Performance-Contributed Contractual

NonContractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X; 5% of the 1st 50% ___ or If different, indicate special rate _____

***Unit Price Contracts are estimates per F. Kessler - do not require Change Orders**

****General Construction requires Change Order for 10% overages.**

Prepared by: Phonka Lewis Date 9/5/2024

Carleen Stout Clark

Revised 5/16/2022 Tiffany Hollins

STATE OF ALABAMA
COUNTY OF MOBILE

**PERMANENT SIDEWALK
AND
PERMANENT UTILITY EASEMENT AGREEMENT**

This Permanent Sidewalk and Permanent Utility Easement Agreement (this “**Agreement**”) is made between S and E Properties, LLC, a limited liability company, organized under the laws of the State of Alabama, (hereafter “**Grantor**”), and the City of Mobile, a municipal corporation of the State of Alabama, (hereafter “**City**”), and the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation of the State of Alabama, (hereafter “**Board**”), (the City and Board hereafter collectively referred to as the “**Grantees**”), in light of the following facts and circumstances:

RECITALS

WHEREAS, Grantor owns certain real property located in Mobile County, Alabama, as more particularly described on Exhibit “A” and Exhibit “B” (the “**Property**”) attached hereto and by this reference made a part hereof;

WHEREAS, in the course of completing the 2018 PAYGO, North McGregor Avenue, Old Shell Road to Springhill Avenue project, portions of a sidewalk and sanitary sewer and/or water lines were constructed in, on, over, under, through, across, and above the Property;

WHEREAS, Grantees now desire to obtain certain Permanent Sidewalk and Permanent Utility Easements and rights over the Property; and,

WHEREAS, Grantor desires to grant said easements and rights to the Grantees, in full and final settlement of all claims for damages arising from the construction of said sidewalk and sanitary sewer and/or water lines, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Grantor and Grantees (each a “**Party**” and together, the “**Parties**”) hereby agree as follows:

1. Recitals.

1.1. The preamble and recitals are hereby incorporated into this Agreement.

2. Payments to Grantor.

2.1. For and in consideration of the Permanent Sidewalk Easement and rights granted to the City in this Agreement, the City shall pay to Grantor \$27,635.00 (Twenty-Seven Thousand Six Hundred Thirty-Five Dollars and No Cents).

2.2. For and in consideration of the Permanent Utility Easement and rights granted to the Board in this Agreement, the Board shall pay to Grantor \$27,635.00 (Twenty-Seven Thousand Six Hundred Thirty-Five Dollars and No Cents).

3. Grant of Permanent Sidewalk Easement.

3.1. Grantor, for and in consideration of the amount specified in Paragraph 2.1 of this Agreement and other good and valuable consideration in hand paid to the Grantor by the City, the receipt and sufficiency whereof is hereby acknowledge by Grantor, and for the further consideration of the general benefit which will accrue to the public and may accrue to the Grantor by reason of the sidewalk improvements herein referred to, does hereby, subject to the terms contained in this Agreement, grant, bargain, sell, and convey unto the City, its successors and assigns, a right and permanent easement for the construction and maintenance of a public sidewalk on, over, through, across, and above a certain parcel of real property, lying and being in the County of Mobile, State of Alabama, which parcel is depicted in Exhibit "A" attached hereto and more particularly described as follows:

TRACK 1 SIDEWALK EASEMENT

COMMENCING AT THE ORIGINAL NORTHEAST CORNER OF THE INTERSECTION OF MCGREGOR AVENUE AND OLD SHELL ROAD, MOBILE COUNTY, ALABAMA (SMITH SURVEY DATE AUGUST 4, 2023); THENCE NORTH 293.00' ALONG THE EAST RIGHT-OF-WAY LINE OF MCGREGOR AVENUE TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN NORTH 00°04'22" WEST, ALONG THE EAST RIGHT OF WAY LINE OF MCGREGOR AVENUE 49.99 FEET; THENCE RUN NORTH 89°42'35" EAST, ALONG THE GRANTERS NORTH PROPERTY LINE 1.00 FOOT; THENCE RUN SOUTH 00°04'22" EAST 49.99 FEET, TO THE GRANTERS SOUTH PROPERTY LINE; THENCE RUN SOUTH 89°58'03" WEST, ALONG THE GRANTERS SOUTH PROPERTY LINE 1.00 FOOT TO THE POINT OF BEGINNING AND CONTAINING (50 sq. ft+.).

TRACK 2 SIDEWALK EASEMENT

COMMENCING AT THE ORIGINAL SOUTHEAST CORNER OF THE INTERSECTION OF STEIN STREET AND MCGREGOR AVENUE, MOBILE COUNTY, ALABAMA (SMITH SURVEY DATE AUGUST 4, 2023); THENCE SOUTH 572.39' TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MCGREGOR AVENUE AND THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN NORTH 89°46'34" EAST, ALONG THE GRANTERS NORTH PROPERTY LINE 13.00 FEET; THENCE RUN SOUTH 00°04'28" EAST, 10.00 FEET; THENCE RUN SOUTH 89°46'34" WEST, 10.68 FEET; THENCE RUN SOUTH 02°52'47" WEST 45.04 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF MCGREGOR AVENUE; THENCE RUN NORTH 00°04'28" WEST, ALONG THE EAST RIGHT OF WAY LINE OF MCGREGOR AVENUE 54.98 FEET TO THE POINT OF BEGINNING AND CONTAINING (182 sq. ft+.).

To have and to hold the above-described easement(s) unto the City, and its successors and assigns, forever.

And except as to all other easements, rights of way, restrictions, or reservations of record together with all of those things specifically mentioned above, the said Grantor, for itself, its successors and assigns, does hereby covenant with the City, its successors and assigns, that the Grantor is seized of an indefeasible estate in fee simple in said property, and that the Grantor does hereby warrant and will forever defend the above described easement and rights conveyed herein unto the City, its successors and assigns, against the lawful claims of all persons.

3.2. It is agreed that the City shall maintain that portion of the sidewalk within the above-described easement and be fully responsible for any future costs of maintenance and repair thereof.

3.3. In the event that Grantors' property outside the parameters of the permanent sidewalk easement are disturbed, altered or damaged, as a result of the City's utilization of the rights hereby granted, said property will be restored by the City to a condition substantially the same as existed immediately prior to said disturbance, alteration or damage.

4. Grant of Permanent Utility Easement.

4.1. Grantor, for and in consideration of the amount specified in Paragraph 2.2 of this Agreement and other good and valuable consideration in hand paid to the Grantor by the Board, the receipt and sufficiency whereof is hereby acknowledge by Grantor, and for the further consideration of the general benefit which will accrue to the public and may accrue to the Grantor by reason of the utility improvements herein referred to, does hereby, subject to the terms contained in this Agreement, grant, bargain, sell, and convey unto the Board, its successors and assigns, a right and permanent easement for construction, operation, inspection, maintenance, replacement or removal of sanitary

sewer and/or water lines in, on, over, under, through, and across a certain parcel of real property, lying and being in the County of Mobile, State of Alabama, which parcel is depicted in Exhibit "B" attached hereto and more particularly described as follows:

TRACT 1 UTILITY EASEMENT

COMMENCING AT THE ORIGINAL NORTHEAST CORNER OF THE INTERSECTION OF MCGREGOR AVENUE AND OLD SHELL ROAD, MOBILE COUNTY, ALABAMA (SMITH SURVEY DATE AUGUST 4, 2023); THENCE NORTH 293.00' ALONG THE EAST RIGHT-OF-WAY LINE OF MCGREGOR AVENUE TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN NORTH 00°04'22" WEST, ALONG THE EAST RIGHT OF WAY LINE OF MCGREGOR AVENUE 49.99 FEET; THENCE RUN NORTH 89°42'35" EAST, ALONG THE GRANTERS NORTH PROPERTY LINE 12.20 FEET; THENCE RUN SOUTH 05°30'05" WEST 50.28 FEET, TO THE GRANTERS SOUTH PROPERTY LINE; THENCE RUN SOUTH 89°58'03" WEST, ALONG THE GRANTERS SOUTH PROPERTY LINE 7.32 FEET TO THE POINT OF BEGINNING AND CONTAINING (488 sq. ft+.).

TRACT 2 UTILITY EASEMENT

COMMENCING AT THE ORIGINAL SOUTHEAST CORNER OF THE INTERSECTION OF STEIN STREET AND MCGREGOR AVENUE, MOBILE COUNTY, ALABAMA (SMITH SURVEY DATE AUGUST 4, 2023); THENCE SOUTH 572.39' TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MCGREGOR AVENUE AND THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN NORTH 89°46'34" EAST, ALONG THE GRANTERS NORTH PROPERTY LINE 22.76 FEET; THENCE RUN SOUTH 05°30'05" WEST 160.77 FEET, TO THE GRANTERS SOUTH PROPERTY LINE; THENCE RUN SOUTH 89°42'35" WEST, ALONG THE GRANTERS SOUTH PROPERTY LINE 7.14 FEET; THENCE RUN NORTH 00°04'28" WEST, ALONG THE EAST RIGHT OF WAY LINE OF MCGREGOR AVENUE 159.98 FEET TO THE POINT OF BEGINNING AND CONTAINING (2392 sq. ft+.).

To have and to hold the above-described easement(s) unto the Board, its successors and assigns, forever.

And except as to all other easements, rights of way, restrictions, or reservations of record together with all of those things specifically mentioned above, the said Grantor, for itself, its successors and assigns, does hereby covenant with the Board, its successors and assigns, that the Grantor is seized of an indefeasible estate in fee simple in said property, and that the Grantor does hereby warrant and will forever defend the above described easement and rights conveyed herein unto the Board, its successors and assigns, against the lawful claims of all persons.

4.2. It is agreed that all construction and maintenance of the sanitary sewer and/or water lines will be the full responsibility of the Board.

4.3. Except as otherwise provided herein, the Board does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right to construct and maintain necessary at grade and/or below-ground improvements and appurtenances and the right of necessary and reasonable ingress and egress by the agents, employees, and equipment of the Board, its successors and assigns, over and across the above described easement for the purpose of exercising the rights, privileges and easement described herein.

4.4. In the event Grantor's property is disturbed or damaged as a result of the Board's utilization of the rights hereby granted, said property will be restored by the Board to a condition substantially the same as existed immediately prior to said disturbance.

4.5. In utilizing the rights hereby granted, the Board will establish vegetation or provide other means of erosion control on all areas disturbed by the Board's activities and any erosion caused by its activities shall be repaired at no direct cost to the Grantor.

4.6. The Board does hereby further obtain the right, privilege, and easement to cut, trim and remove any brush, trees, or other obstructions upon the hereinabove described easement, together with the right of ingress and egress to and from, over and above the hereinabove described easement, for the purpose of keeping the same clear of all trees, timber, brush, undergrowth, or any other objectionable obstructions.

5. Grantor's Reserved Rights in Permanent Utility Easement.

5.1. Subject to the terms and conditions contained herein and provided it does not materially interfere with or prevent the exercise by the Board of its rights hereunder or create an actual or potential hazard to the sanitary sewer and/or water lines and appurtenances, Grantor, for itself, its successors and assigns, reserves the right to use and enjoy the Permanent Utility Easement granted herein for purposes of landscaping, paving, driveways, and parking areas.

(a) Notwithstanding the foregoing, Grantor, its successors and assigns, shall not construct or permit to be constructed any permanent buildings or obstructions within or over the Permanent Utility Easement.

(b) Grantor, its successors and assigns, shall not drill, excavate, alter the ground elevation or grade within or over the Permanent Utility Easement without prior written authorization of the Board, which shall not be unreasonably withheld. Withholding of authorization shall be deemed reasonable

if important to maintain the safety or integrity of the sanitary sewer and/or water lines or if required by applicable laws and/or regulations.

6. Abandonment or Vacation of Permanent Utility Easement.

6.1. Abandonment of the sanitary sewer and/or water lines within the Permanent Utility Easement shall occur if the Board ceases to operate or maintain the same for a period of five (5) consecutive years.

6.2. Vacation of the Permanent Utility Easement shall occur upon proper vote by the Board to surrender the rights and privileges provided for in this Agreement.

6.3. In the event of abandonment or vacation by the Board of the Permanent Utility Easement granted herein, this Agreement shall terminate and all rights in said property shall revert back to Grantor. Upon such an occurrence, the Board, at Grantor's request, shall execute and record a release of the Permanent Utility Easement, to Grantor or Grantor's successor in interest, as the case may be.

6.4. In the event of the abandonment or vacation by the Board of the Permanent Utility Easement, the Board, at its sole discretion, shall either: (i) remove the sanitary sewer and/or water lines with full reclamation of the Property; or (ii) abandon the sanitary sewer and/or water lines in place in accordance with all applicable regulations.

7. Grantees' Variance Obligation.

7.1. In the event it becomes necessary for the Grantor or its successors or assigns to rebuild or relocate the existing building and improvements located on the balance of the Property adjoining the easements granted herein, the City and Board will not oppose a potential variance application to the extent one may be necessary due to restrictions imposed by Municipal Ordinances applicable to the Village of Spring Hill.

8. Entire Agreement.

8.1. Except to the extent otherwise provided herein, this Agreement constitutes the entire agreement between the parties. No other agreements have been made modifying, adding to, or changing the terms hereof. This Agreement may not be abrogated, modified, rescinded, or amended in whole or in part without the consent of Grantor and the Grantees, in writing and executed by each of them, and when appropriate, duly recorded in the appropriate real property records. No purported modifications or amendments, including without limitation, any oral agreement (even if supported by

new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

9. Force Majeure.

9.1. If performance of this Agreement or of any obligation hereunder (other than an obligation to pay any compensation as set forth in paragraphs 2.1 and 2.2 herein above) is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, Grantees, upon giving written notice to Grantor, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. Grantees shall continue performance hereunder whenever such causes are removed. Force Majeure shall mean causes beyond the reasonable control of and without the fault or negligence of Grantees, and in any case whereby exercise of due foresight Grantees could not reasonably have expected to avoid, and which, by the exercise of due diligence, are unable to overcome.

10. Governing Law.

10.1. This Agreement shall be governed by the laws of the State of Alabama and the venue of any action brought concerning the interpretation or enforcement of this Agreement shall be proper in Mobile County, Alabama, in which the Property is located.

11. Default.

11.1. In the event of any default hereunder by Grantees, Grantor shall provide Grantees written notice of the alleged default and Grantees shall have thirty (30) days from the receipt of said notice to cure the default or be diligently pursuing the cure thereof. If after being afforded the right to cure Grantees are still in default, Grantor shall have the right to take such actions as may be lawful and authorized under this Agreement, either in law or equity.

12. No Waiver.

12.1. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

13. Interpretation.

13.1. The Parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, or more strictly against, either Party.

13.2. The covenants contained herein are made solely for the benefit of the Parties and their respective successors and assigns, and shall not be construed as benefiting any person or entity who is not a Party to this Agreement, or otherwise give rise to any cause of action in any person or entity not a Party hereto. The duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Neither this Agreement nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of landowner and easement grantee, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party.

14. Counterparts.

14.1. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

15. Invalidity.

15.1. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

16. Authority and Relationship of Parties.

16.1. Each of the Parties hereto represents to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

16.2. The Grantor, the City, and Board shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

17. Miscellaneous.

17.1. The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever the Agreement requires the consent, approval, or similar action by a Party, such consent, approval, or similar action shall be in writing and not be unreasonably withheld, conditioned, delayed or denied, and (ii) wherever this Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

17.2. The Parties agree to reasonably cooperate with each other in the implementation and performance of this Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Agreement.

IN WITNESS WHEREOF, the undersigned has set their hands and seals, this the 29th day of August, 2024.

GRANTOR: S AND E PROPERTIES, LLC

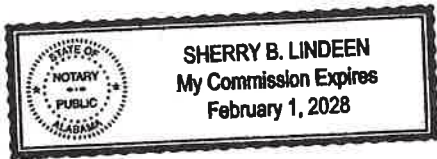
By: James Zanghi (Member)

STATE OF ALABAMA

COUNTY OF MOBILE

I, Sherry B. Lindeen, the undersigned Notary Public in and for said County, in said State, hereby certify that James Zanghi, whose name as managing member of S AND E PROPERTIES, LLC, a corporation, is signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officers and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office this 29th day of August, 2024.



Sherry B. Lindeen
NOTARY PUBLIC

My Commission Expires: 2/01/2028

IN WITNESS WHEREOF, the undersigned has set their hands and seals, this the _____ day of _____, 2024.

GRANTEE: CITY OF MOBILE, a Municipal Corporation

By: _____
William S. Stimpson, As Its Mayor

ATTEST:

Lisa C. Lambert, as City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED, A Notary Public in and for said County in said State, hereby certify that William S. Stimpson, Mayor of the City of Mobile, a municipal corporation of the State of Alabama, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

Given under my hand and official seal this the _____ day of _____ 2024.

Notary Public, State of Alabama

My Commission Expires: _____

GRANTEE: BOARD OF WATER AND
SEWER COMMISSIONERS OF THE
CITY OF MOBILE, a Public Corporation

By: D.B. Russell
Daryl B. Russell
Its: Director of Planning & Market

Development

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED, A Notary Public in and for said County in said State, hereby certify that Daryl B. Russell, as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 22 day of August 2024.

Anita L. Dionne
Notary Public, State of Alabama

My Commission

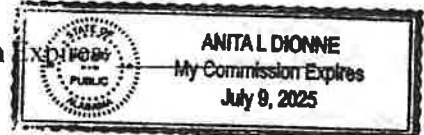
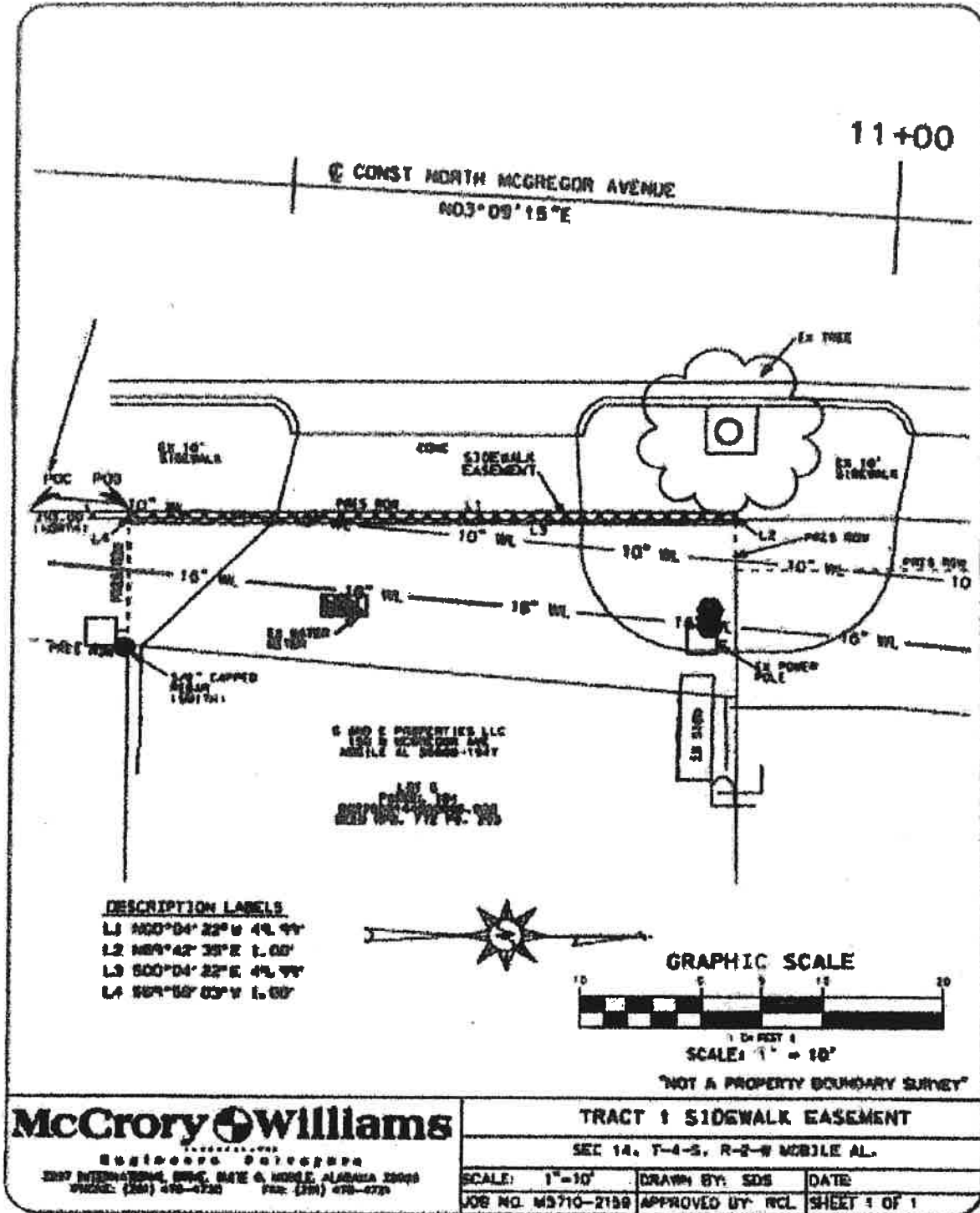


EXHIBIT "A"

TRACT 1 SIDEWALK EASEMENT



TRACT 2 SIDEWALK EASEMENT



TRACT 1 UTILITY EASEMENT



TRACT 2 UTILITY EASEMENT





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 17, 2024

Submitted by:

Jennifer White

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive a grant in the amount of \$1,000,000.00 from the Alabama Department of Transportation (ALDOT) for the Highway Safety Improvement Program (HSIP). A 10% match in the amount of \$100,000.00 is required.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. ALDOT Highway Safety Improvement Program-Resolution

REVIEWERS:

Tiffany Levy
Laura Angle
Chris Kern
James Barber

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Alabama Department of Transportation (ALDOT) grant assistance in the amount of \$1,000,000.00 in support of the Highway Safety Improvement Program (HSIP) Grant. There is a 10% match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Alabama Department of Transportation (ALDOT). Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Council authorizes the expenditure of \$100,000.00 in matching funds in the event this grant is received in full.

Adopted:

City Clerk