

**PC Synergy, Inc. PostalMate®
License and Services Agreement**

This PC Synergy, Inc. PostalMate License and Services Agreement (“Agreement” or “this Agreement”) is entered into by and between PC Synergy, Inc. (“PC Synergy”), a California corporation with offices at 804 N. Twin Oaks Valley Road, Suite 122, San Marcos, CA 92069 and the customer identified below (“Customer” or “you”) effective on the date of acceptance by both parties as indicated in the signature block below (“Effective Date”), and consists of:

- this cover document;
- the PostalMate Software Order and Premium Services Order (“Order”) attached hereto as Exhibit A;
- the PostalMate End-User License Agreement (“EULA”) attached hereto as Exhibit B if Customer is purchasing either an initial license or additional licenses to PostalMate Software PC Synergy, each as defined in the EULA;
- the PostalMate Premium Services Terms and Conditions (“Services Terms”) attached hereto as Exhibit C if Customer is purchasing Premium Services from PC Synergy (“Premium Services”); and
- such additional mutually agreed upon documents which the parties agree are governed by this Agreement addressing automatic payment methods or other matters, all of which together constitute the entire and exclusive agreement between the parties.

For the mutual promises and other valuable consideration stated herein, PC Synergy and Customer hereby agree to the foregoing, the terms and conditions set forth in the referenced documents, and as follows:

1. Customer Information. Customer represents that the following information is true and correct as of the Effective Date and agrees to promptly notify PC Synergy of any change in such information.

Company Name _____	Phone _____	
Address _____ _____ _____	Fax _____	Email _____

2. Other Customer Account Information.

Primary Technical Contact (for notification regarding technical issues relevant to the Services) _____		Phone _____
Email _____	Cell phone _____	Fax _____
Administrative/Billing Contact (for notification regarding billing issues relevant to the Services)		Phone _____
Administrative/Billing Address (for notification regarding billing issues relevant to the Services) _____ _____ _____	Email _____	Cell phone _____
Fax _____	UPS Shipper Number _____	FedEx Account Number _____

Exhibit A

Software Order and Premium Services Order

3. **Order.** Customer hereby orders from PC Synergy the following Software and Premium Services:

PostalMate Software:

Check the box for the Software plan ordered	Software	One-Time and Monthly Fees
<input type="checkbox"/>	PostalMate Monthly License Plan – includes Support Services (as described in the EULA) and the PostalMate Premium Services selected below at no additional charge. Term: Ongoing, on a month-to-month basis, subject to Customer’s payment of the monthly Software license fee, and the other terms and conditions of this Agreement.	One-Time Setup Fee: \$295.00 Monthly Software License Fee: \$80.00

PostalMate Premium Services:

Check the box for the Service ordered	Service	Monthly Fee
<input type="checkbox"/>	FedEx Web Services – FedEx certified shipping labels are printed.	NO CHARGE
<input type="checkbox"/>	UPS Web Services – UPS certified shipping labels are printed.	NO CHARGE
<input type="checkbox"/>	OnTrac – OnTrac certified shipping labels are produced.	NO CHARGE
<input type="checkbox"/>	DHL Int’l – DHL certified shipping labels are printed.	NO CHARGE
<input type="checkbox"/>	Lone Star Overnight – LSO certified shipping labels are printed.	NO CHARGE

4. **Ordering Process.** Customer may order Services and/or Software by submission of a signed Order, or additional Services and/or Software by submission of a revised Order, each of which shall be deemed effective upon acceptance by PC Synergy until terminated or cancelled pursuant to this Agreement. Customer may cancel any Services and/or Software at any time by providing written notice to PC Synergy.

5. **Payment.** Customer shall pay PC Synergy’s fees (including monthly Software license fees and Services fees due in advance for the applicable month), including any applicable taxes, upon receipt of PC Synergy’s invoice, if sent by PC Synergy. Customer agrees that PC Synergy may electronically deduct such amounts as are due on a monthly basis from Customer’s checking account specified to PC Synergy, in accordance with the separate PC Synergy ACH Debit Authorization Agreement (the “ACH Authorization”), which is hereby incorporated into and made part of this Agreement. Customer agrees that the signature of the individual ostensibly acting on its behalf on the ACH Authorization constitutes Customer’s agreement to the ACH Authorization. In any instance in which PC Synergy and Customer agree that fees due PC Synergy will not be drawn directly from Customer’s checking account, such fees shall be due and payable within thirty (30) days after the date of PC Synergy’s invoice for same, unless otherwise agreed in writing. Customer’s failure to make any payment when due, regardless of cause, or the inaccessibility, unavailability or closure of Customer’s account specified in the ACH Authorization shall constitute a material breach of this Agreement and PC Synergy may terminate this Agreement, in whole or in part, upon nine (9) days prior written notice to Customer if Customer fails to cure such material breach during such nine (9) day period. PC Synergy shall have such right in addition to or in lieu of (in PC Synergy’s discretion) such other termination rights as PC Synergy may have under this Agreement, including PC Synergy’s right to suspend or terminate Customer’s access to the Software (if hosted by PC Synergy), the Services, Customer Data or any other data made available by PC Synergy’s servers through the Software or otherwise as part of the Services or otherwise. Fees paid in advance for Software or Services shall not be refundable for the billing period in which such Software or Services were cancelled. PC Synergy may adjust its prices from time to time to reflect market conditions or other factors but any such change shall not affect Software or Services provided during the month in which PC Synergy has announced such change. Customer shall pay a late charge of one and one-half percent (1.5%) per month or the highest amount allowed by law, whichever is less, on all amounts not paid to PC Synergy when due hereunder. Customer shall remain liable for any unpaid amounts, including any costs of collection, such as collection agency and/or attorney fees and court costs. Customer agrees to pay all fees invoiced by the Third Party Vendors whose services Customer uses in conjunction with the Services provided by PC Synergy.

6. **General.** If you are an existing PostalMate licensee, this Agreement will supersede the PC Synergy PostalMate® End-User License Agreement and any Order in effect prior to the Effective Date of this Agreement. This Agreement shall not affect the validity of any End-User License Agreement between you and any Third Party Vendor. PC Synergy agrees to provide the Software, Services and Support Services ordered and Customer agrees to pay PC Synergy’s fees for same, all in accordance with this Agreement. In the

event of a conflict between the EULA and the other terms and conditions of this Agreement as they relate to the Software and all related restrictions and limitations, the EULA shall govern. In the event of a conflict between the Services Terms and the other terms and conditions of this Agreement as they relate to the Services and all related restrictions and limitations, the Services Terms shall govern. Otherwise, the provisions of this Agreement are intended to be read in conjunction with one another and given the interpretation which most reasonably effectuates their intent. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each party agrees to be bound by its own signature on this Agreement transmitted by fax machine or in the form of an electronically scanned image (e.g., in .pdf form) of its own signature on this Agreement transmitted by e-mail, and agrees that it shall accept the signature of the other party hereto transmitted in the same manner. By signing below, Customer and PC Synergy agree to this Agreement, including all terms and conditions contained in each of the exhibits attached hereto and have and have caused it to be executed by their respective, duly authorized officers or representatives, effective as of the Effective Date.

[Signature block follows immediately.]

Agreed and accepted:

Agreed and accepted:

PC SYNERGY, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B
PostalMate® End-User License Agreement

IMPORTANT – PLEASE READ CAREFULLY: This PostalMate End-User License Agreement (“EULA”) is a legally binding agreement between you, either the individual and/or entity to which the Software (as defined below) is delivered or by whom the Software is accessed (“you”) and PC Synergy, Inc. (“PC Synergy”). By signing the PC Synergy, Inc. PostalMate License and Services Agreement to which this EULA is an exhibit or by downloading, installing, accessing on-line, copying or using the Software, and/or clicking on the “I Agree” or similar acceptance button presented to you electronically with this EULA, you are accepting this EULA. If the Software is being used by an individual on behalf of an entity, the individual represents that he/she has authority to accept this EULA on behalf of such entity, and both the individual and such entity are bound by this EULA. If you do not agree to the terms of this EULA, do not download, install, access, copy or use the Software.

- 1. License.** The Software is licensed to you, not sold. PC Synergy grants to you, provided you are current in your payment obligations to PC Synergy and subject to the terms and conditions of this Agreement, the non-exclusive, non-transferable, personal license to use its proprietary PostalMate computer software program including electronic documentation (collectively, the “Software”). You may install and use the Software on up to seven (7) computers at one time at the physical site address you provided to PC Synergy for the monthly license fee specified on the Order. Installation and use of the Software at additional sites or on additional computers shall require payment of additional license fees. PC Synergy reserves all rights not expressly granted to you in this EULA.
- 2. Restrictions.** You may not rent, lease, loan, sublicense or resell the Software. You may not permit third parties to benefit from the use or functionality of the Software via a timesharing, service bureau, Internet, Intranet or other arrangement. You may not transfer any of the rights granted to you under this EULA except pursuant to prior arrangement with PC Synergy and subject to your payment of the applicable license transfer fee. You may not reverse engineer, decompile, or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify or create derivative works based upon the Software in whole or in part. You may not copy the Software, except that you may (a) make one copy of the Software solely for backup or archival purposes; or (b) transfer the Software to a single hard disk provided that you keep the original solely for backup or archival purposes. You agree to use all reasonable precautions to prevent any unauthorized use, distribution or copying of the Software. You may not remove any proprietary notices or labels on the Software. All copies must contain the same proprietary notices that appear on and in the Software. All rights not expressly set forth hereunder are reserved by PC Synergy.
- 3. Ownership Rights.** The Software is protected by United States copyright laws and international treaty provisions. PC Synergy and its suppliers own and retain all rights, title and interest in and to the Software and PC Synergy Confidential Information, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. Your possession, installation, or use of the Software does not transfer to you any title to the intellectual property in the Software and you will not acquire any rights to the Software except as expressly set forth in this EULA.
- 4. Confidentiality.** The Software contains and reflects trade secrets and confidential information of PC Synergy. Together with the Software, PC Synergy’s confidential information includes any non-public documentation related to the Software supplied by PC Synergy, the particular business terms agreed upon between the parties and any non-public aspects of this Agreement, as well as PC Synergy’s business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by PC Synergy (collectively, “Confidential Information”). You agree to use all reasonable precautions to protect the confidentiality of and prevent disclosure of the Software and other Confidential Information to any third party not authorized by PC Synergy to receive it and to limit access within your organization to the Software and other Confidential Information solely to your employees and contractors who have a need for such access to enable you to exercise your rights hereunder, provided that such employees and contractors are subject to written confidentiality agreements containing protections no less stringent than those herein.
- 5. Payment.** You agree to pay when due all fees as set forth in the applicable Order.
- 6. Term and Termination.**
 - 6.1 Term.** This Agreement between you and PC Synergy (which includes this EULA) shall continue for the term set forth in the applicable Order or as otherwise stated therein unless terminated as provided in this Agreement.
 - 6.2 Termination.** This Agreement and this EULA may be terminated as follows: (a) by PC Synergy immediately, at its option, upon written notice to you in the event of a material breach by you of the confidentiality, license or other terms protecting the Software and/or a violation or misappropriation by you of PC Synergy’s intellectual property or other rights therein; (b) by either party upon thirty (30) days prior written notice to the other party in the event of a material breach by the other party of any other provision of this EULA or this Agreement and the failure to cure such material breach during such thirty (30) day period, except in the case of your failure to pay any amount when due under this Agreement, in which case the cure period shall be nine (9) days; or (c) by either party immediately upon written notice to the other party in the event the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to bankruptcy laws or laws of debtor’s moratorium. Upon termination or expiration of this Agreement, you must uninstall and destroy

all copies of the Software. Notwithstanding anything herein to the contrary, PC Synergy reserves the right to immediately without advance notice block access to the Software, Services and your access to online data made available by PC Synergy's servers through the Software, Services or otherwise upon a breach of this Agreement by you. All license rights granted to you regarding the Software shall terminate upon termination of this EULA or this Agreement. For purposes of this EULA and for all other purposes of this Agreement, written notice may be provided by either party to the other party via email. In addition, notwithstanding anything herein to the contrary, PC Synergy may terminate this EULA for convenience and without penalty or liability upon at least one hundred eighty (180) days prior written notice. For the avoidance of doubt, termination of, or pursuant to, the EULA or the Services Terms shall also result in termination of this Agreement.

6.3 Effect of Termination. Upon any termination or expiration of this EULA, Customer will pay to PC Synergy all accrued and unpaid fees and charges (if any), and Sections 3, 4, 5 (to the extent of any unmet payment obligations), 6.3, 7, 8, 9, 12, 13, 14, 15, 17, 18, 19 and 20 of this EULA, as well as all liability limitations and disclaimers, and Customer's obligations of confidentiality, shall continue and survive in full force and effect. PC Synergy reserves the right to collect any amounts due PC Synergy regardless of termination or expiration of this EULA.

7. Limited Warranty; Exclusive Remedy; Disclaimer. PC Synergy warrants, for your benefit alone, that for a period of thirty (30) days from the Effective Date, the Software shall not contain material defects which cause it to fail to perform substantially in accordance with the descriptions contained in PC Synergy's published specifications for same. Your sole and exclusive remedy and PC's sole and exclusive liability for PC Synergy's breach of this warranty shall be that PC Synergy will use commercially reasonable efforts to correct or replace any Software which fails to meet this warranty if you provide a written description to PC Synergy substantiating such failure within the aforementioned thirty (30) day period. If PC Synergy is unable to correct or replace the Software after a reasonable period of time, either you or PC Synergy may terminate this Agreement upon written notice, in which case PC Synergy shall refund to you the applicable fees paid upon receipt from you of written certification that all copies of the Software in your possession have been destroyed or deleted and that you are no longer using the Software. The aforementioned warranty does not apply to any causes outside PC Synergy's reasonable control, nor if the Software has been altered, misused or damaged in any way by you or any third party, nor does it apply or is PC Synergy responsible for, any problems caused by changes in or modifications to the operating characteristics of any computer hardware or operating system for which the Software is procured or with which it is used, or which occur as a result of the use of the Software in conjunction with software of third parties, or with hardware which is incompatible with the operating system for which the Software is procured. EXCEPT TO THE EXTENT OF PC SYNERGY'S LIMITED WARRANTY SET FORTH ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PC SYNERGY AND ITS SUPPLIERS PROVIDE TO YOU THE SOFTWARE, SUPPORT SERVICES AND PREMIUM SERVICES "AS IS" AND WITH ALL FAULTS, AND PC SYNERGY AND ITS SUPPLIERS HEREBY DISCLAIM WITH RESPECT THERETO ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR CONDITIONS OF OR RELATED TO: TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR DATA, AVAILABILITY, RELIABILITY, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION. EXCEPT TO THE EXTENT OF PC SYNERGY'S LIMITED WARRANTY SET FORTH ABOVE, THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE, SUPPORT SERVICES AND PREMIUM SERVICES REMAINS WITH YOU.

8. Exclusion of Incidental, Consequential, and Certain Other Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PC SYNERGY OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS, DISCLOSURE OF OR FAILURE TO STORE DATA, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR ANY SUPPORT SERVICES AND/OR PREMIUM SERVICES, OR THE PROVISION OF OR FAILURE TO PROVIDE THE SOFTWARE OR ANY SUPPORT SERVICES AND/OR PREMIUM SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA OR THIS AGREEMENT, NOR FOR ANY DELAY, FAILURE, ACT OR OMISSION OF ANY THIRD PARTY VENDOR, EVEN IF PC SYNERGY OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE SOFTWARE, SUPPORT SERVICES AND PREMIUM SERVICES ARE NOT CONSUMER GOODS FOR PURPOSES OF FEDERAL OR STATE WARRANTY LAWS.

9. Limitation of Liability and Remedies. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE AGGREGATE LIABILITY OF PC SYNERGY AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA OR THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY, FOR ANY AND ALL CLAIMS RELATED TO THE SOFTWARE, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. Software Support Services. Software support services consisting of technical support and Software updates (if any) ("Support

Services”), as described on PC Synergy’s web site at www.postalmate.com, are available to you at no additional charge. PC Synergy may, but is not obligated to, update the Software from time to time. Updates may or may not include new versions of the Software, at PC Synergy’s sole discretion. PC Synergy, in its sole discretion, shall determine whether new or modified Software constitutes an update or a new version.

- 11. Premium Services; Third Party Software.** PC Synergy, by itself or through arrangements with third parties, may offer certain Internet-based services to enhance the functionality and utility of the Software (“Premium Services”). Premium Services shall require the payment of additional fees and shall be subject to PC Synergy’s PostalMate Premium Services Terms and Conditions. The terms and conditions governing your use of software provided by Third Party Vendors or other third party vendors which may be bundled with the Software are set forth in the separate End-User License Agreement you will be asked to accept upon installation of such software. Additional third party software may be embedded within the Software and may be subject to the terms, conditions and disclaimers set forth in the Software’s “Third Party Licenses” file.
- 12. Damages; Injunctive Relief.** You agree that, in addition to any other rights and remedies to which PC Synergy may be entitled, if you make an unauthorized copy of the Software, you will pay to PC Synergy liquidated damages in the amount of PC Synergy’s maximum published retail price for the Software for each copy, which you agree is reasonable, plus PC Synergy’s reasonable attorney fees incurred in protecting its rights under this EULA or this Agreement, and that PC Synergy will have the right to obtain an injunction against unauthorized copying, disclosure, distribution or use of the Software and/or any other breach of this EULA.
- 13. Severability.** If any provision of this EULA or this Agreement is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable. Invalidity and un-enforceability of one provision will not affect any other provision of this EULA or this Agreement.
- 14. U.S. Government Restricted Rights.** The Software, Support Services and Premium Services are provided with Restricted Rights. Use, duplication, or disclosure of the Software by the U.S. Government is subject to restrictions as set forth in subparagraph (c)1(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights 48 CFR 52.227-19, as applicable. Manufacturer is PC Synergy, Inc., 804 N. Twin Oaks Valley Rd., Suite 122, San Marcos, CA 92069.
- 15. Entire Agreement.** This EULA and the Agreement of which it is a part are the exclusive agreement between the parties as to the license to the Software and supersede any previous PostalMate End-User License Agreement or other agreement governing the Software between you and PC Synergy. No additional terms and conditions proposed by you, whether electronically or otherwise or associated with any purchase order or otherwise, shall be applicable to this EULA or this Agreement, absent the express manual written consent thereto by PC Synergy. Your use of additional or replacement Software provided by PC Synergy shall be governed the terms of the PC Synergy End-User License Agreement provided with such Software, which may be amended as set forth in Section 16.
- 16. Amendments.** This EULA and/or this Agreement may be amended from time to time by PC Synergy in an updated EULA and/or Agreement presented to you with updated, revised or replacement Software which you must accept to use such Software or by PC Synergy notifying you by email, posting on its website or other means at least thirty (30) days prior to the effective date thereof, of an updated EULA and/or Agreement posted on PC Synergy’s website at www.pcsynergy.com/legal or such other address as specified by PC Synergy. You agree that the foregoing provides sufficient opportunity to review any amendments to this EULA and/or this Agreement and PC Synergy urges you to check PC Synergy’s website frequently. You agree to be bound by any amendment to or revised version of this EULA and/or this Agreement if you continue to use the Software after any such notification described above. If you do not agree to any such amendment, your exclusive remedy is to terminate this Agreement and cease using the Software and any Services.
- 17. Notices.** PC Synergy’s contact information for notices under this EULA and this Agreement is as follows: President, PC Synergy, Inc., 804 N. Twin Oaks Valley Rd., Suite 122, San Marcos, CA 92069; e-mail: notice@PCSynergy.com. Except for routine communications during the course of this Agreement and as otherwise provided herein, in which case e-mail shall be deemed an acceptable means of communication, to be effective, any notices required or permitted under this EULA or this Agreement shall be in writing and will be deemed received when (a) delivered personally; (b) when sent by facsimile (followed by the actual document sent by reputable commercial express courier specifying next day delivery); (c) three (3) days after having been sent by registered, certified or USPS Priority Mail, return receipt requested, postage prepaid (or six (6) days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next day delivery or, for international courier packages, two (2) days after deposit with a commercial express courier specifying 2-day delivery, with written verification of receipt. Either party may from time to time change such address or individual by giving the other party notice of such change in accordance with this Section.
- 18. Choice of Law.** This EULA and this Agreement shall be governed by the laws of the State of California as if between residents of said state and as if the contract were wholly executed and performed in said state. Venue with respect to any dispute arising out of this EULA or this Agreement shall be in the state or federal courts located in closest proximity to San Marcos, California.
- 19. No Waiver.** No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by PC Synergy or a duly authorized representative of PC Synergy

- 20. Force Majeure.** PC Synergy shall not be responsible for any delay or failure to perform or for any resulting damages under this EULA or this Agreement resulting from causes beyond its reasonable control, including acts of God or public enemies, earthquake, storms or other elements of nature, labor disputes, blockages, embargoes, riots or other industrial disturbances, mechanical, electrical, electronic, telecommunications, Internet or other third party supplier delay or failure, acts or orders of any governmental authority, criminal acts, war or terrorism, including cyberattack or other malicious intrusion into or breach of security with respect to data or computer systems.
- 21. Export Requirements.** You agree to comply with all export and re-export restrictions and regulations ("Export Restrictions") imposed by the government of the United States and not commit any act or omission which will result in a breach of any such Export Restrictions.

PostalMate® is a registered trademark of PC Synergy, Inc.

Exhibit C

PostalMate® Premium Services Terms and Conditions

- 1. Overview.** These Services Terms state the terms and conditions by which PC Synergy will deliver and Customer will receive and pay for the Services provided by PC Synergy described on the accompanying Order (and any subsequent Orders), which is hereby incorporated by reference into these Services Terms. The Services are offered exclusively to, and may only be used by, authorized licensees of PC Synergy's PostalMate software ("PostalMate" or the "Software"). Customer is responsible for all use of the Services through Customer's copy of PostalMate and/or Customer's user ID's, passwords or other login credentials. Customer hereby affirms Customer's agreement to the separate PostalMate End-User Software License Agreement. PC Synergy's ability to provide the Services is dependent on Customer's maintenance in good standing of Customer's account with the applicable third party shipping vendors and other vendors to which Customer Data (as defined below) is transmitted via the Services (e.g., FedEx; Neopost, etc.) (each, a "Third Party Vendor") and their maintenance of the availability of their respective online systems to PC Synergy. In the event Customer's account with any such Third Party Vendor is terminated for any reason or the applicable Third Party Vendor terminates or otherwise fails to maintain the availability of its online systems to PC Synergy, PC Synergy shall have no further obligation to provide Services with respect to such Third Party Vendor. All telecommunications, Internet access, Third Party Vendor charges and other charges incurred by Customer in connection with Customer's use of the Services are Customer's responsibility.
- 2. Proprietary Rights.** PC Synergy and/or its suppliers shall retain all proprietary rights in and to the Services and the systems and software used to provide the Services (excluding those of Third Party Vendors), including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. As between Customer and PC Synergy, Customer shall own all right, title and interest in and to the data transmitted, generated or gathered by Customer using the Services and/or PostalMate and such data as is transmitted by Third Party Vendors to PC Synergy with respect to Customer's accounts and transactions (collectively, "Customer Data"); provided, however, that Customer hereby authorizes PC Synergy to use, duplicate, compile, distribute, transmit, transfer, sublicense, disclose, adapt, display and store the Customer Data as necessary to provide the Services and to provide other products and services to its customers, including reports based on such data to the applicable franchisor or similar party with which Customer has a franchise or similar business arrangement. PC Synergy shall take reasonable steps not to disclose Customer Data to third parties except as set forth above. Except for the Customer Data, all copyrightable aspects of the systems and software used by PC Synergy to provide the Services, including all content, screen displays, designs, text, graphics, sound, interfaces, and the selection and arrangement thereof, are protected by copyright law and international treaties. Copyright © PC Synergy, Inc. All rights reserved.
- 3. Customer Data Security/Privacy.** Customer acknowledges that the Customer Data may consist of personal information relating to the individual customers of Customers and others. Customer agrees to implement reasonable and appropriate technical and organizational levels of security consistent with prevailing information technology data security and privacy standards to minimize the risk of accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access to the Customer Data and any personal information therein. Customer agrees to comply with all applicable laws regarding the foregoing, including without limitation, requirements to implement security safeguards to protect the privacy of personal information contained in the Customer Data and to notify the affected customers and others affected thereby (collectively, "affected parties") of any breach or suspected breach of security or privacy. In the event of any such breach or suspected breach of security or privacy, Customer shall as promptly as reasonably possible notify PC Synergy by e-mail followed by notice in writing and shall also notify any affected parties, and Customer shall provide reasonable cooperation and assistance to PC Synergy and the affected parties in order to address and remedy the situation. Customer shall indemnify, defend and hold PC Synergy, its affiliates, officers, directors and employees harmless from and against all liabilities, claims, damages, loss, cost or expense, including reasonable attorney fees, arising from or related to Customer Data.
- 4. Payment.** Customer agrees to pay when due all fees as set forth in the applicable Order.
- 5. System Rules and Access.** Customer agrees to abide by all PC Synergy access security and other rules, procedures, systems, and mechanisms designed to protect the integrity of the Services and PC Synergy's systems and any third party systems with which they interact, and to make no attempt to disable or circumvent any such rules, procedures, systems or mechanisms. Access to the Services may be denied or limited by PC Synergy and/or Third Party Vendors, or be unavailable, interrupted and/or discontinued from time to time due to system difficulties or otherwise, or at PC Synergy's discretion, and PC Synergy shall have no liability for such occurrences. Customers experiencing access problems may contact the Support Services help desk at 760-410-1677. Customer agrees to use the Services only for lawful purposes. Customer will not post or transmit on or through the Services any libelous, obscene, or otherwise unlawful information of any kind, and Customer will not engage in any conduct involving the Services that would constitute a criminal offense or give rise to civil liability under any local, state, federal or other law or regulation. Customer will not upload, post, reproduce or distribute to or through the Services any material protected by copyright, privacy or other proprietary right without first obtaining the written permission of the owner thereof.
- 6. Term and Termination.**

 - 6.1 Term.** This Agreement between you and PC Synergy (which includes these Services Terms) shall continue for the term set forth in the applicable Order or as otherwise stated therein, unless earlier terminated by either party as set forth herein.

6.2 Termination. This Agreement and these Services Terms may be terminated as follows: (a) by PC Synergy immediately, at its option, upon written notice to you in the event of (i) a material breach by you of the confidentiality, license or other terms protecting the Software under the EULA and/or a violation or misappropriation by you of PC Synergy's intellectual property or other rights in the Software; (ii) your account with any Third Party Vendor to which Customer Data is transmitted via the Services is terminated for any reason or the applicable Third Party Vendor terminates or otherwise fails to maintain the availability of its online systems to PC Synergy; or (iii) you breach Section 5 of these Services Terms; (b) by either party upon thirty (30) days prior written notice to the other party in the event of a material breach by the other party of any other provision of these Services Terms or this Agreement and the failure to cure such material breach during such thirty (30) day period, except in the case of your failure to pay any amount when due under this Agreement, in which case the cure period shall be nine (9) days; or (c) by either party immediately upon written notice to the other party in the event the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium. Upon termination or expiration of this Agreement, you must uninstall and destroy all copies of the Software. Notwithstanding anything herein to the contrary, PC Synergy reserves the right to immediately without advance notice block access to the Software, Services and your access to online data made available by PC Synergy's servers through the Software or otherwise upon a breach of this Agreement by you. All license rights granted to you regarding the Software shall terminate upon termination of these Services Terms or this Agreement. For purposes of these Services Terms and for all other purposes of this Agreement, written notice may be provided by either party to the other party via email. In addition, notwithstanding anything herein to the contrary, PC Synergy may terminate these Services Terms for convenience upon thirty (30) days prior written notice; provided, however, that in such event, PC Synergy shall refund to Customer the unused prorated portion of any amounts paid in advance for Services which shall not be delivered as a result of such termination. For the avoidance of doubt, termination of, or pursuant to, the EULA or these Services Terms shall also result in termination of this Agreement.

6.3 Effect of Termination. Upon any termination or expiration of these Services Terms, Customer will pay to PC Synergy all accrued and unpaid fees and charges, and Sections 2, 4 (to the extent of any unmet payment obligations), 6.3, 7, 8, 9, 10 and 14 of these Services Terms, as well as all liability limitations and disclaimers, and Customer's obligations of confidentiality, shall continue and survive in full force and effect. PC Synergy reserves the right to collect any amounts due PC Synergy regardless of termination or expiration of these Services Terms.

7. Exclusion of Incidental, Consequential and Certain Other Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PC SYNERGY OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES, OR THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THESE SERVICES TERMS OR THIS AGREEMENT, NOR FOR ANY DELAY, FAILURE, ACT OR OMISSION OF ANY THIRD PARTY VENDOR, EVEN IF PC SYNERGY OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE SOFTWARE, SUPPORT SERVICES AND PREMIUM SERVICES ARE NOT CONSUMER GOODS FOR PURPOSES OF FEDERAL OR STATE WARRANTY LAWS.

8. Limitation of Liability and Remedies. NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE AGGREGATE LIABILITY OF PC SYNERGY AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THESE SERVICES TERMS AND THIS AGREEMENT AND CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY AND ALL CLAIMS RELATED TO THE SERVICES, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. PC SYNERGY SHALL HAVE NO LIABILITY WHATSOEVER FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY VENDOR OR ANY OTHER THIRD PARTY.

9. Warranty Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PC SYNERGY AND ITS SUPPLIERS PROVIDE THE PREMIUM SERVICES "AS IS" AND WITH ALL FAULTS, AND PC SYNERGY AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES OR CONDITIONS OF OR RELATED TO: TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, AVAILABILITY, RELIABILITY, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU.

10. Indemnification. Customer shall indemnify, defend and hold harmless PC Synergy, its affiliates, officers, directors and employees from and against all liabilities, claims, damages, loss, cost or expense, including reasonable attorney fees, arising from Customer's breach of these Services Terms or this Agreement and/or use of the Services, including any improper, illegal or unauthorized use. PC Synergy reserves the right, at its own expense, to assume the exclusive defense and control of any matter

otherwise subject to indemnification by Customer.

- 11. Entire Agreement.** These Services Terms and the PC Synergy, Inc. PostalMate License and Services Agreement of which it is a part are the exclusive agreement between the parties as to the Services and supersede any previous PostalMate Premium Services Terms and Conditions or other agreement governing the Services between you and PC Synergy. No additional terms and conditions proposed by you, whether electronically or otherwise or associated with any purchase order or otherwise, shall be applicable to these Services Terms or this Agreement, absent the express manual written consent thereto by PC Synergy.
- 12. Amendments.** These Services Terms and/or this Agreement may be amended from time to time by PC Synergy in an updated version of these Services Terms or this Agreement presented to you with updated, revised or replacement Software which you must accept to use such Software or by PC Synergy notifying you by email, posting on its website or other means at least thirty (30) days prior to the effective date thereof, of updated Services Terms and/or an updated Agreement posted on PC Synergy's website at www.pcsynergy.com/legal or such other address as specified by PC Synergy. You agree that the foregoing provides sufficient opportunity to review any amendments to these Services Terms and/or this Agreement and PC Synergy urges you to check PC Synergy's website frequently. You agree to be bound by any amendment to or revised version of these Services Terms and/or this Agreement if you continue to use the Software after any such notification described above. If you do not agree to any such amendment, your exclusive remedy is to terminate this Agreement and cease using the Software and any Services.
- 13. Notices.** PC Synergy's contact information for notices under these Services Terms and this Agreement is as follows: President, PC Synergy, Inc., 804 N. Twin Oaks Valley Rd., Suite 122, San Marcos, CA 92069; e-mail: notice@PCSynergy.com. Except for routine communications during the course of this Agreement and as otherwise provided herein, in which case e-mail shall be deemed an acceptable means of communication, to be effective, any notices required or permitted under these Services Terms or this Agreement shall be in writing and will be deemed received when (a) delivered personally; (b) when sent by facsimile (followed by the actual document sent by reputable commercial express courier specifying next day delivery); (c) three (3) days after having been sent by registered, certified or USPS Priority Mail, return receipt requested, postage prepaid (or six (6) days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next day delivery or, for international courier packages, two (2) days after deposit with a commercial express courier specifying 2-day delivery, with written verification of receipt. Either party may from time to time change such address or individual by giving the other party notice of such change in accordance with this Section.
- 14. Miscellaneous.** These Services Terms and the PC Synergy, Inc. PostalMate License and Services Agreement shall be governed by the laws of the State of California as if between residents of said state and as if these Services Terms and this Agreement were wholly executed and performed in said state. Venue with respect to any dispute arising out of these Services Terms and this Agreement shall be in the state or federal courts located in closest proximity to San Marcos, California. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Services Terms and this Agreement, including this paragraph. Customer agrees that no joint venture, partnership, employment, or agency relationship exists between Customer and PC Synergy as a result of these Services Terms and this Agreement or use of the Services. PC Synergy's performance of these Services Terms and this Agreement are subject to existing laws and legal process, and nothing contained in these Services Terms and this Agreement are in derogation of PC Synergy's right to comply with governmental, court and law enforcement requests or requirements relating to Customer's use of the Services or information provided to or gathered by PC Synergy with respect to such use. No provision hereof shall be deemed waived by PC Synergy unless such waiver shall be in writing and signed by PC Synergy or a duly authorized representative of PC Synergy. All of PC Synergy's rights and remedies under this Agreement under these Services Terms and this Agreement are cumulative and are not exclusive of any other right or remedy stated in this Agreement or available at law or in equity. If any part of these Services Terms or this Agreement or specific language is determined to be invalid or unenforceable pursuant to applicable law including the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision or the specific language thereof will be deemed superseded by a valid, enforceable provision or specific language that most closely matches the intent of the original provision or language and the remainder of this Agreement and such provision shall continue in effect. Except for the failure to make payments when due, neither party to these Services Terms or this Agreement shall be liable to the other by reason of failure in performance of these Services Terms or this Agreement if the failure arises out of any cause beyond the reasonable control of that party. No cause of action arising out of the use of the Services or these Services Terms or otherwise under this Agreement may be instituted by Customer more than one (1) year after the cause of action first accrues. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "approval," "consent" and "notice" shall be deemed to be preceded by the word "written." Each Party acknowledges that it has had the opportunity to review these Services Terms and this Agreement with legal counsel and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of these Services Terms and this Agreement or any other document executed and delivered by either party in connection with the transactions contemplated herein. The captions in these Services Terms and this Agreement are for convenience only and shall not be used to interpret the applicable provision. Customer and PC Synergy each acknowledge that the provisions of these Services Terms and this Agreement have been expressly agreed to and that they have caused these Services Terms and this Agreement to be signed and delivered by their respective duly authorized officer or representative as evidenced by their signatures on the Order.

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