

ENDICIA LABEL SERVER AGREEMENT

This **AGREEMENT** (the "**Agreement**") is between _____, a _____ corporation having its principal place of business at _____ ("**Customer**") and **PSI SYSTEMS, INC., D/B/A ENDICIA** a California corporation having its principal place of business at 278 Castro St, Mountain View, California 94041-1204 ("**Endicia**"), individually referred to as a "**Party**" and collectively as the "**Parties**" and is effective as of _____, 20__ (the "**Effective Date**").

BACKGROUND

A. Endicia operates shipping and mail software services (the "Endicia Services") supporting, among other things, U.S. Postal Service ("USPS") products allowing customers to produce USPS shipping labels. Endicia also licenses its software and certain Endicia Services through an application programming interface, called Endicia Label Server or "**ELS**", in order to allow end users to print their own shipping labels with appropriate postage, subject to the terms and restrictions in this Agreement.

B. Customer operates the [short description of customer shipping product here]

_____ (the "Customer Product").

C. The Parties wish to enter into an Agreement whereby Customer will license the ELS from Endicia to enable Customer to offer the ELS to users of its system or services, and Endicia will also provide certain services to Customer in support of the ELS.

NOW, THEREFORE, Customer and Endicia hereby agree as follows:

TERMS AND CONDITIONS

ARTICLE 1

DEFINITIONS

1.1 Affiliate – means (i) any person or entity that is controlled by, controls or is under the same control as the Party; (ii) a subsidiary (whether or not consolidated) of the Party; (iii) an entity of which the Party is a subsidiary (whether or not consolidated); (iv) a person or entity which has a material ownership interest in the Party or which manages a significant portion of the Party's day-to-day operations; or (v) an entity in which the Party has a material ownership interest or which has a significant portion of its day-to-day operations managed by the Party.

1.2 Confidential Information – means all information or data (in written, electronic or other form, or oral information that is reduced to writing) that: (a) is related to, owned, or controlled by a Party, valuable to such Party, and not generally known or readily available through legal means to the other Party, including without limitation project files, product or system designs, drawings, sketches, processes, new or existing product development, production characteristics, testing procedures and results thereof, engineering evaluations and reports, business plans, financial statements, projections, operating forms (including contracts), operating procedures, payroll data, personnel records, non-public marketing materials, plans and proposals; customer lists and information, and target lists for new clients and information relating to potential client, customer information (including contact and usage information), software, computer programs, training manuals, policy and procedure manuals, price and cost information, business strategy, and any information received under an

obligation of confidentiality to a third party; or (b) pertaining to the terms and conditions of this Agreement and the business arrangements described herein; however, this Agreement imposes no obligation with respect to any information that n that (i) is or becomes publicly known or publicly available or otherwise in the public domain through no act of the recipient or its Affiliate parties; (ii) is already known to, or in the possession of, the recipient or its Affiliate parties at the time of the disclosure; (iii) is independently developed by the recipient or its Affiliate parties, without the use of the disclosing party's Confidential Information; (iv) is received by the recipient or its Affiliate parties from a third party under no obligation of confidentiality to the disclosing party; (v) is disclosed by the disclosing party to a third party without a duty of confidentiality to the disclosing party; (vi) is disclosed publicly under operation of law; (vii) is disclosed by the recipient with the disclosing party's prior written approval; or (viii) is required to be disclosed by order of a court or governmental agency; provided, however, that in such a case, the recipient will make all reasonable efforts to notify the disclosing party of such order in sufficient time for the disclosing party to seek a protective order or other appropriate relief..

1.3 Data Analysis – means data analyzed for the USPS under conditions that afford users the appropriate protection and privacy.

1.4 ELS - has the meaning set forth in Paragraph A of Recitals.

1.5 Trade Secrets – shall be given the meaning accorded under applicable law(s).

ARTICLE 2

ENDICIA RESPONSIBILITIES

2.1 License. Subject to the terms and conditions of this Agreement and the requirements in the ELS Documentation, Endicia hereby grants to Customer a non-exclusive, non-transferable right and license in the United States to (a) store, load, install, combine, integrate and display ELS, in object code form only, with the Customer Product; (b) reproduce and distribute the Endicia Services solely to Customer, for Customer's shipments; and (c) reproduce any software that is part of ELS, in object code form only, solely as necessary to exercise the rights granted in (a) and (b) above. The features of the ELS made available under this license shall include, in whole or in part as determined by Endicia, the following: GetPostageLabel, BuyPostage, ChangePassPhrase, CalculatePostageRate, GetAccountStatus, RefundRequest, UserSignup, StatusRequest, GetTransactionListing. Any other features available through ELS, existing now or in the future, may only be made available through specific written permission, which may be revoked at any time. Endicia does not grant the right to sublicense ELS such that ELS is stored, loaded, installed, combined, integrated or displayed as part of a software offering (including as part of an application programming interface) of Customer to other third party products and services. Endicia does not grant any license to allow Customer to utilize ELS or the Endicia Services to customers of Customer.

2.2 Postage. Endicia shall enable Customer to set up an account, through Endicia, to purchase postage from USPS and obtain postage-paid shipping labels through ELS solely to support Customer's direct shipping activity.

2.3 Postage Refunds. Endicia shall provide an electronic interface for Customer to submit claims for postage refunds. Refunds must be submitted by Customer within the allowable time frame as specified by USPS, which may be obtained from Endicia or directly from USPS.

2.4 Maintenance of ELS. Endicia shall maintain ELS and will take all commercially reasonable steps to ensure that it remains compliant with the appropriate USPS rules and regulations.

2.5 USPS Relationship. Endicia will maintain its approval status with USPS and manage all approvals and requirements with USPS and other Endicia shipping partners concerning Endicia Services. Endicia shall also designate the postage rates available under this Agreement and Endicia may update such rates in Endicia's sole discretion.

ARTICLE 3

CUSTOMER RESPONSIBILITIES

3.1 USPS Relationship. Customer shall comply with all applicable rules and regulations of USPS. Failure to do so will constitute a material breach of this Agreement. A written statement from the USPS that it no longer wishes to do business with Customer shall constitute sufficient evidence that Customer has not complied with all applicable rules and

regulations of USPS; provided, however, if allowed by USPS, Customer shall have ten (10) days from the date it received such written notification from the USPS, or a copy of such written statement from USPS from Endicia, whichever is earlier, to cure its violation of USPS policies and procedures and have USPS rescind its written statement that it no longer wishes to do business with Customer.

Customer shall (a) maintain sufficient records so that it can identify the place from which each Customer mail piece using ELS is sent, (b) maintain sufficient records so that Customer can advise USPS how many points of contact (“Track Points”) Customer has in Customer’s operations, and such Track Points include: (i) credit card charges from Customer in favor of Customer; (ii) agreements with Customer pertaining to services of which ELS is a part; (iii) email or regular mail contacts between Customer and its customers and users; or (iv) shipment of products between Customer and its customers.

3.2 ELS Technical Interface Specifications. Customer shall comply with all ELS Technical Interface Specifications (which may be obtained at <http://www.endicia.com/developer-resources/endicia-label-server-apis/els-inquiry>), and any subsequent modifications thereto, whether at Endicia’s discretion or as required by USPS.

3.3 Problem and Status Reporting. Customer will notify Endicia of all known problems such as anomalies, modifications, failures and bugs related to ELS. Such notice will be provided within ten (10) working days of detecting or discovering a problem.

3.4 Data Collection. Customer grants Endicia the right to collect, store, audit and process all data provided to Endicia in each electronic transaction between the parties (“Transaction Data”). Endicia shall have the right to provide Transaction Data to USPS for its oversight regulatory or law enforcement purposes. Endicia shall also provide Transaction Data to a court or regulatory body if it is subpoenaed in legal proceedings or if requested by a government agency as part of an investigation or as otherwise required by law.

3.6 Transaction Identifier. Customer, in each electronic transaction involving ELS shall include a unique identifier for the Customer and that transaction. Such identifier, and the Customer’s name, address, telephone number, e-mail address and other relevant information shall expeditiously be provided to USPS and to Endicia, such as in accordance with the ELS Technical Interface Specifications. In addition, if Customer is using ELS in a shared postal evidencing system (“Shared PES”, as described in the ELS Technical Interface Specifications), Customer, in each electronic transaction involving ELS shall further provide for the inclusion of a unique identifier of the instant user of ELS, and include or be linked to that instant user’s name, address, telephone number, e-mail address and other relevant information, which shall further be expeditiously provided to USPS and to Endicia, such as in accordance with the ELS Technical Interface Specifications. At any time upon request from USPS, a subpoena or legal proceeding, request by a governmental agency as part of an investigation or otherwise required by law. For any such information provided to Endicia, Endicia is hereby granted authority to provide the information to such requesting body. Customer shall be solely responsible for compliance with applicable privacy laws concerning the disclosure of such information except any requests as set forth in this paragraph. Customer shall inform any third parties for which the ELS is used of the transaction identifier and its purpose.

3.7 USPS Postage Technology Management Group. During the term of this Agreement, Customer shall work with Endicia directly for all matters associated with this Agreement including any technical support issues. Customer shall not directly contact the USPS Postage Technology Management Group or any successor group regarding any matters associated with this Agreement.

3.8 Endicia Attribution. Customer shall not modify or remove the notification on any postage generated by ELS that the postage is offered by Endicia consistent with Exhibit A.

3.9 Postage. Customer shall have the sole financial responsibility for all purchased postage through the Customer account, and shall be liable to Endicia for any deficient or outstanding payments made for or on behalf of Customer.

3.10 Postage Refunds. Customer is responsible for submitting claims for postage refunds within the permitted timeframe as set forth in Section 2.3 above.

3.11 Postage Purchase Limits. At its sole discretion, Endicia may require that Customer shall purchase postage via an Automated Clearing House direct debit means (“ACH”) at any time any Customer account exceeds Five Hundred Dollars (\$500.00) in any month in postage purchases, which shall commence no later than ten (10) days after the close of the calendar month in which Endicia notifies in writing that Customer first exceeds Five Hundred Dollars (\$500.00) in postage

purchases and ACH payments are required. Refusal of Customer to switch payment in accordance with this Section, shall give Endicia the right to immediately close Customer's account and terminate this Agreement.

3.12 Exclusivity. During the term of this Agreement, Customer shall not contract for, or work with, any of Endicia's competitors for any license or service which is the same or substantially similar to the license and services provided by Endicia hereunder, including without limitation any systems or services providing USPS postage provided by or on behalf of: Pitney Bowes, Neopost, and FrancoTyp Postalia.

ARTICLE 4

PAYMENTS

4.1 Payments. Customer shall make payments to Endicia according to the schedule listed in Exhibit B.

4.2 Timing of Payments. Customer acknowledges and agrees that all payments from Customer to Endicia shall be paid using Customer's credit card on file after the close of a calendar month. Endicia will provide Customer access to real-time online reports detailing transactions for the month being billed.

4.3 Payment Discount. Customer's obligation to make payments to Endicia shall be no less than the minimum payment specified in Exhibit B for all Qualified Products and non-Qualified Products, including applicable discounts for Qualified Products if any. "Qualified Products" are the following classes and subclasses of mail: Priority Mail Express, Priority Mail, Critical Mail, Priority Mail Express International, and Priority Mail International. If at any time Endicia updates the ELS to include shipping via Global Express Guaranteed, then Global Express Guaranties shall be added to the classes of Mail that constitute Qualified Products. "Non-Qualified Products" shall constitute any USPS postage labels that are not Qualified Products.

ARTICLE 5

TERM AND TERMINATION OF THE AGREEMENT

5.1 Term and Renewal. This Agreement shall be for a period of one (1) year from the Effective Date (the "Initial Term") and shall automatically be renewed for successive one (1) year terms unless terminated pursuant to Section 5.2 below.

5.2 Termination. Either Party may terminate this Agreement if the other party materially breaches any provision of this Agreement and does not cure such breach within ten (10) days of receiving written notice from the terminating party. After the Initial Term, within any successive one (1) year renewed term, either party may terminate this Agreement without cause by providing sixty (60) days written notice to the other Party effective on the annual date of renewal.

5.3 Effect of Expiration of Term or Termination. Following expiration or termination of this Agreement, except as otherwise stated in this Agreement, the Parties will have no further obligation or responsibility to each other under this Agreement.

5.4 Survival of Provisions. In addition to that as expressly stated elsewhere in this Agreement, all obligations of the Parties set forth in Articles 6, 7, 8, and 10 shall survive the termination of this Agreement for a period of three (3) years, unless expressly stated to the contrary therein.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties by Customer. Customer hereby represents and warrants that

- a. to the best of its actual knowledge, it owns the entire right, title and interest in and to the Customer Product, or has sufficient rights therein, for the purposes set forth herein;
- b. to the best of its actual knowledge, Customer has the authority to integrate with ELS and offer its services as contemplated by this Agreement;
- c. it has the requisite authority to enter into this Agreement and to perform all of its obligations hereunder except to the extent modified by subparagraphs a and b immediately above; and
- d. (i) it shall avoid illegal, deceptive or unethical business practices; and (ii) fully comply with all applicable laws rules and regulations concerning Customer's business.

6.2 Representations and Warranties by Endicia. Endicia hereby represents and warrants that:

- a. to the best of its actual knowledge, it owns the entire right, title and interest in and to ELS, or has sufficient rights therein, for the purposes set forth herein;
- b. to the best of its actual knowledge, Endicia has the authority to grant the licenses set forth herein in and to ELS;
- c. it has the requisite authority to enter into this Agreement and to perform all of its obligations hereunder except to the extent modified by subparagraphs a and b immediately above; and
- d. (i) it shall avoid illegal, deceptive or unethical business practices; and (ii) fully comply with all applicable laws rules and regulations concerning Endicia's business.

6.3 NO OTHER WARRANTIES. EXCEPT AS SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF PRODUCTS, APPLICATIONS, OR SERVICES FURNISHED HEREUNDER OR IN CONNECTION HERewith. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.4 DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, THIRD PARTY (EXCEPT TO THE EXTENT PROVIDED IN ARTICLE 8), INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE, SOFTWARE OR DATA, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT FOR AN AMOUNT TO EXCEED THE AMOUNTS PAID BY CUSTOMER IN FEES TO ENDICIA FOR THE PREVIOUS TWELVE (12) MONTH PERIOD. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, PARTIES' NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS BUT EXPLICITLY EXCLUDES ANY LIABILITY ARISING OUT OF AN OBLIGATION TO INDEMNIFY UNDER ARTICLE 8. NO ACTION MAY BE BROUGHT AT ANY TIME MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE.

6.5 Patent Search. Nothing contained in Section 6.2 shall require either Party to conduct a patent search or other similar investigation to determine the intellectual property rights of third parties.

ARTICLE 7

INTELLECTUAL PROPERTY OBLIGATIONS

7.1 Duties Related to Confidential Information and Trade Secrets. The Parties recognize that in the course of performing under this Agreement, both Parties have had and will continue to have access to certain Confidential Information and Trade Secrets belonging to the other Party and each desires that any such Confidential Information and Trade Secrets remain confidential. Each Party will use the same means it uses to protect its own Confidential Information and Trade Secrets, but in no event less than reasonable means, and will not directly or indirectly disclose or use the other Party's Confidential Information or Trade Secrets, except that:

- a. a Party may use the other Party's Confidential Information in connection with and performing the obligations of this Agreement, but may disclose it only internally on a need-to-know basis after informing the recipients that it is confidential and directing them to comply with this Agreement;
- b. after giving reasonable notice to the other Party, a Party may disclose the other Party's Confidential Information to the extent required by law;
- c. on request, a Party will return or destroy all records that contain or reflect the other Party's Confidential Information.

7.2 Duration of Protection. Confidential Information will continue to be protected hereunder for a period of five (5) years following the termination of this Agreement; *provided, however*, that information that is a Trade Secret shall be kept confidential until such information is no longer a Trade Secret under applicable law. Each Party shall maintain in confidence all Confidential Information, and shall not disclose any Confidential Information to any third party except to those of its employees, consultants, agents, or subcontractors as are necessary in connection with such Party's activities as contemplated in this Agreement.

7.3 Remedies. Each Party acknowledges that the other Party may suffer irreparable damage in the event of any breach of any provision of this Article 7. Accordingly, in such event, a Party will be entitled to temporary, preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity against the Party who has breached or threatened to breach this Article 7.

7.4 No Rights Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information or Trade Secrets disclosed to the receiving Party except as set forth herein. All Confidential Information and Trade Secrets shall remain the property of the disclosing Party and shall be returned by the receiving Party to the disclosing Party upon request. All notices, abstracts, memoranda, or other documents prepared by the receiving Party which contain Confidential Information or Trade Secrets or any discussion thereof, shall be destroyed or returned to the disclosing Party upon written request. No disclosure of any Confidential Information or Trade Secrets hereunder shall be construed as a public disclosure of such Confidential Information or Trade Secrets by either Party for any purpose whatsoever.

7.5 Limitation on Obligations. The furnishing of Confidential Information or Trade Secrets hereunder shall not obligate either Party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any third Party.

7.6 Endicia Intellectual Property Ownership. Customer understands and agrees that Endicia is the sole owner and developer of ELS. Endicia shall retain title to any patents, copyrights, trademarks, service marks, logos and trade dress and any and all other intellectual property rights and associated rights embodied in or applicable to ELS, and any other intellectual property provided by or on behalf of Endicia or provided or used under or in association with this Agreement, and any other derivative products and the documentation relating thereto (the "Endicia Intellectual Property"). Any use or license of ELS or Endicia Intellectual Property by Customer shall be pursuant to this Agreement. Upon any termination of this Agreement, Customer shall not assert any ownership rights of Endicia Intellectual Property. Nothing contained herein shall grant Endicia any rights in any patents, copyrights, trademarks, service marks, logos and trade dress or other intellectual property owned by Customer as of the date of this Agreement or which is developed subsequently by Customer and has no relationship with ELS or Endicia Intellectual Property.

7.7 Use of Endicia's Marks. Endicia, the owner of the Endicia trademark and logo (the "Endicia Marks"), hereby grants to Customer the revocable, non-exclusive limited right to use the Endicia Marks solely in connection with fulfilling its obligations under this Agreement. All such uses of the Endicia Marks must be pre-approved in writing by Endicia before any publication thereof and Customer agrees to use the Endicia Marks only in the manner approved by Endicia. The permission granted herein shall end upon the termination of this Agreement, and may be earlier terminated by Endicia upon written notice. Customer acknowledges

and agrees that Endicia is the owner of the Endicia Marks, and shall take no action inconsistent with Endicia's ownership in the Endicia Marks.

ARTICLE 8

INDEMNITY

8.1. By Endicia. Endicia shall indemnify, defend and hold harmless Customer and its Affiliates, shareholders, directors, officers, employees, contractors, agents and other representatives (the "Indemnified Parties") from all third Party: demands, claims, actions, causes of action, proceedings, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including reasonable fees and disbursements of counsel) (collectively, the "Claims") arising from or relating to any actual or alleged infringement or misappropriation of any U.S. patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property rights arising from or in connection with, the use, sale, offering to sell, or manufacturing of ELS or any other service or offering provided by Endicia under this Agreement.

8.2. By Customer. Customer shall indemnify, defend and hold harmless Endicia and its Affiliates, shareholders, directors, officers, employees, contractors, agents and other representatives (the "Indemnified Parties") from all third Party: demands, claims, actions, causes of action, proceedings, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including reasonable fees and disbursements of counsel) (collectively, the "Claims") arising from or relating to any actual or alleged infringement or misappropriation of any U.S. patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property rights arising from or in connection with, the use, sale, offering to sell, of Customer Products or services related to or derived from Customer intellectual property.

8.3. Conditions to Indemnification. The indemnity obligations set forth in this Article are contingent upon: (a) the indemnitee giving prompt written notice to the indemnitor of any such claim(s); (b) the indemnitor having sole control of the defense or settlement of the claim; and (c) at the indemnitor's request and expense, the indemnitee cooperating in the investigation and defense of such Claim(s).

ARTICLE 9

PUBLICITY

Each Party must approve all advertising, sales, promotional, or other publicly available materials used by a Party where such materials identify this Agreement or the other Party.

ARTICLE 10

GENERAL PROVISIONS

10.1 Assignment. Customer may not assign any rights or delegate any obligations under this Agreement without the other Party's prior written consent, and any attempt to do so without that consent will be void.

10.2 Relationship of Parties. Each of the Parties hereto will act as, and will be, independent contractors in all aspects of their performance of this Agreement. Neither Party will act or have authority to act as an agent for the other Party for any purpose whatsoever. Nothing in this Agreement will be deemed to constitute or create a joint venture, partnership, franchise, pooling arrangement, or to form a business entity or fiduciary relationship between Customer and Endicia.

10.3 Amendment. This Agreement and the Exhibits attached hereto shall not be deemed or construed to be modified, amended, or waived, in whole or in part, except by written agreement duly executed by the Parties to this Agreement.

10.4 Severability. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency of competent jurisdiction, such provision shall be deemed severed from this Agreement and all remaining provisions shall be afforded full force and effect as if such severed provision had never been a provision hereof.

10.5 Compliance with Applicable Laws. Each Party shall comply with all applicable federal, state and local laws and ordinances in performing its duties hereunder and in any of its dealings with the other Party.

10.6 Counterparts. This Agreement may be executed in counterparts with the same effect as if both Parties had signed the same document. Both counterparts shall be construed together and shall constitute one and the same agreement. This Agreement may be executed by the Parties and transmitted by facsimile transmission and if so executed and transmitted this Agreement shall be for all purposes as effective as if the Parties had delivered an executed original Agreement.

10.7 Headings. The headings of this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction of this Agreement.

10.8 Notices. Except as otherwise provided in this Agreement, all notices or other communications which are required or permitted hereunder shall be in writing and shall be valid and sufficient if delivered to the addresses as set forth below by: a) registered or certified mail, postage prepaid; b) hand delivery; c) overnight courier prepaid; or d) acknowledged email.

Notice to Endicia will be directed to:

Endicia
278 Castro Street
Mountain View, CA 94041
Attn: Legal Affairs
Phone: (650) 321-2640 Facsimile: (650) 321-0356

With copies being directed to:

Endicia Legal c/o Stamps.com Inc.
Legal Department
1990 E. Grand Ave.
El Segundo, CA 90245
Facsimile: (310) 482-5900
Phone: (310) 482-5800
Email: legal@stamps.com

Notice to Customer will be directed to the name and address provided by Customer upon entering into this Agreement.

10.9 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of State of California, without regard to the principles of conflicts of laws. By executing this Agreement, the Parties agree to submit to the exclusive jurisdiction of and agree to the exclusive venue of the state or federal courts in the city of Los Angeles, California.

10.10 No Representations. Endicia shall not make any representations or warranties to third parties on behalf of Customer and if any such representations or warranties are made they shall have no force or effect on Customer. Customer shall not make any representation or warranties to third parties on behalf of Endicia, and if any such representations or warranties are made they shall have no force or effect on Endicia.

10.11 Entire Agreement. This Agreement, together with any attached Exhibits, constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the Parties hereto are expressly canceled and/or superseded.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective for all purposes as of the Effective Date.

SIGNATURES

PSI SYSTEMS, INC., D/B/A ENDICIA

Customer

Signature

Amine Khechfe

Name

General Manager

Title

Date

Customer Signature

Name

Title

Date

EXHIBITS

Exhibit A Powered by Endicia Logo

Exhibit B Payments

EXHIBIT A

Powered By Endicia Logo

Approved label contains:



Optional:

The “Powered by Endicia” logo is displayed below and is available electronically from Endicia from

<http://www.endicia.com/Images/ImageDownload/PoweredByEndicia.jpg>



EXHIBIT B

Payments

Customer shall pay fees to Endicia according to the sliding scale rate schedule set forth in the following table.

The minimum monthly payment owed to Endicia shall be \$50.00.

The discount for Qualified Products, as per Section 4.3 shall result in no per label fee owed for Qualified Products.

Volume (labels/month)	Fee per label for non-Qualified Products (\$/Label)	Fee per label for Qualified Products (\$/Label)
0 – 250	Included in minimum monthly payment	\$0.00
251-10,000	\$0.20	\$0.00
10,001 – 50,000	\$0.16	\$0.00