

## Package Zen Customer Agreement

Effective starting: November 5, 2017

This Package Zen Customer Agreement (the “Agreement”) is between you and Package Zen LLC (“Package Zen”). If you are agreeing to this Agreement not as an individual but on behalf of your company, then “Customer” or “you” means your company, and you are binding your company to this Agreement. Package Zen may modify this Agreement from time to time, subject to the terms in Section 25 (Changes to this Agreement) below.

By clicking on the “I agree” (or similar button) that is presented to you at the time of your Order, signing this Agreement or Order making reference to this Agreement, or by using or accessing Package Zen Products, you indicate your assent to be bound by this Agreement.

1 Scope of the Agreement. This Agreement governs your initial purchase as well as any future purchases made by you that reference this Agreement. This Agreement includes our Privacy Policy, Section 27 (Acceptable Use Policy), any Orders, and any other referenced policies and attachments.

2 Types of Package Zen Products. This Agreement governs (a) Package Zen’s cloud-based solutions (currently designated as “Package Zen Cloud Service” or “Package Zen Service”) (“Cloud Services”), and (b) any related support or maintenance services provided by Package Zen. Cloud Services, together with related Documentation, are referred to as “Products”. The Products and their permitted use are further described in Package Zen’s standard documentation (“Documentation”). Section 6 (Cloud Services Terms) applies specifically to Cloud Services, but unless otherwise specified, other provisions of this Agreement apply to all Products.

3 Account Registration. You may need to register for a Package Zen account in order to place orders or access or receive any Products. Any registration information that you

provide to us must be accurate, current and complete. You must also update your information so that we may send notices, statements and other information to you by email or through your account. You are responsible for all actions taken through your accounts.

#### 4 Orders.

4.1 Directly with Package Zen. Package Zen's Product ordering documentation or purchase flow ("Order") will specify your authorized scope of use for the Products, which may include: (a) the number of Receiving Locations (b) the amount of Item Volume, or (c) other restrictions or billable units (as applicable, the "Scope of Use"). The term "Order" also includes any applicable Product or Support and Maintenance renewal in the event that these are not included in your Order, or purchases you make to increase, expand, or upgrade your Scope of Use.

4.2 Reseller Orders. This Agreement applies whether you purchase our Products directly from Package Zen or through Package Zen "Receiving Pros", business process outsourcing providers, staffing services, facilities managers, or other authorized resellers (each, a "Reseller"). If you purchase through a Reseller, your Scope of Use shall be as stated in the Order placed by Reseller for you, and Reseller is responsible for the accuracy of any such Order. Resellers are not authorized to make any promises or commitments on Package Zen's behalf, and we are not bound by any obligations to you other than what we specify in this Agreement.

5 Authorized Users. Only the specific individuals whom you designate through the applicable Product ("Authorized Users") may access and use the Products. Some Products may allow you to designate different types of Authorized Users, in which case functionality may vary according to the type of Authorized User. Authorized Users may be you, your employees, representatives, consultants, contractors, agents, or other third parties who are acting for your benefit or on your behalf. Package Zen may provide you the ability to allow your customers to have limited access to certain Products as Authorized Users. You are responsible for compliance with this Agreement by all

Authorized Users. All use of Products by you and your Authorized Users must be within the Scope of Use and solely for the benefit of you, your employees, representatives, consultants, contractors, agents, or other third parties who are acting for your benefit or on your behalf. Package Zen will not have any direct or indirect liability or obligation to any of your customers. For the avoidance of doubt, your customers are not parties to, or third party beneficiaries under, the Agreement.

## 6 Cloud Services Terms.

6.1 Access to Cloud Services. Subject to the terms and conditions of this Agreement, Package Zen grants you a non-exclusive right to access and use the Cloud Services during the applicable Subscription Term (as defined below) in accordance with this Agreement, your applicable Scope of Use and the Documentation. Where Package Zen offers client software (e.g., mobile application) for any Cloud Services, you may use such software solely with the Cloud Services, subject to the terms and conditions of this Agreement. You acknowledge that our Cloud Services are on-line, subscription-based products and that we may make changes to the Cloud Services from time to time.

6.2 Subscription Terms and Renewals. Cloud Services are provided on a subscription basis for a set term specified in your Order (“Subscription Term”). Except as otherwise specified in your Order, all subscriptions will automatically renew for periods equal to your initial Subscription Term (and you will be charged at the then-current rates) unless you cancel your subscription through your account at [dashboard.packagezen.com](https://dashboard.packagezen.com) or via email addressed to [help@packagezen.com](mailto:help@packagezen.com). If you cancel, your subscription will terminate at the end of then-current billing cycle, but you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination.

6.3 Credentials. You must ensure that all Authorized Users keep their user IDs and passwords for the Cloud Services strictly confidential and not share such information with any unauthorized person. User IDs are granted to individual, named persons and may not be shared. You are responsible for granting and revoking access to the Cloud

Services to Authorized Users. You are responsible for any and all actions taken using your accounts and passwords, including support requests, and you agree to immediately notify Package Zen of any unauthorized use of which you become aware.

6.4 Your Data. “Your Data” means any data, content, images or other materials of any type that you upload, submit or otherwise transmit to or through Cloud Services. You will retain all right, title and interest in and to Your Data in the form provided to Package Zen. Subject to the terms of this Agreement, you hereby grant to Package Zen a non-exclusive, worldwide, royalty-free right to (a) collect, use, copy, store, transmit, modify and create derivative works of Your Data, in each case solely to the extent necessary to provide the applicable Cloud Services. Package Zen may also access your account or Your Data in order to respond to your support requests.

6.5 Security. Package Zen implements security procedures to help protect Your Data from security attacks. However, you understand that use of the Cloud Services necessarily involves transmission of Your Data over networks that are not owned, operated or controlled by us, and we are not responsible for any of Your Data lost, altered, intercepted or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of Your Data will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our third party service providers.

6.6 Receiving Location and Item Volume Limits. There may be Receiving Location or Item Volume limits, or a combination thereof, associated with the Cloud Services. These limits are described in the services descriptions on our websites, in the Order, or in the Documentation for the particular Cloud Services. Package Zen reserves the right to charge for additional Receiving Locations, Item Volume, or a combination thereof, as specified on our website or the Order. We may impose new, or may modify existing Receiving Location or Item Volume limits, or a combination thereof for the Cloud Services at any time in our discretion, with or without notice to you, subject to the terms in Section 25 (Changes to this Agreement).

## 6.7 Responsibility for Your Data.

6.7.1 General. You must ensure that your use of Cloud Services and all Your Data is at all times compliant with Section 27 (Acceptable Use Policy) and all applicable local, state, federal and international laws and regulations (“Laws”). You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to provide all Your Data to Package Zen and to grant the rights granted to Package Zen in this Agreement and (ii) Your Data and its transfer to and use by Package Zen as authorized by you under this Agreement do not violate any Laws (including without limitation those relating to export control and electronic communications) or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. Other than its security obligations under Section 6.5 (Security), Package Zen assumes no responsibility or liability for Your Data, and you shall be solely responsible for Your Data and the consequences of using, disclosing, storing, or transmitting it.

6.7.2 Sensitive Data. You will not submit to the Cloud Services (or use the Cloud Services to collect): (i) any personally identifiable information, except as necessary (a) for the establishment of your Package Zen account, or (b) for granting access to the Products to Authorized User’s, or (c) for Package Zen to transmit electronic Item Notifications or Reminders; (ii) any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations; or (iii) any other information subject to regulation or protection under specific laws such as the Gramm-Leach-Bliley Act (or related rules or regulations) ((i) through (iii), collectively, “Sensitive Data”). You also acknowledge that Package Zen is not acting as your Business Associate or subcontractor (as such terms are defined and used in HIPAA) and that the Cloud Services are not HIPAA compliant. “HIPAA” means the Health Insurance Portability and Accountability Act, as amended and supplemented. Notwithstanding any other provision to the contrary, Package Zen has no liability under this Agreement for Sensitive Data.

6.7.3 Indemnity for Your Data. You will defend, indemnify and hold harmless Package Zen from and against any loss, cost, liability or damage, including attorneys' fees, for which Package Zen becomes liable arising from or relating to any claim relating to Your Data, including but not limited to any claim brought by a third party alleging that Your Data, or your use of the Cloud Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law. This indemnification obligation is subject to your receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of Package Zen at your expense.

6.8 Removals and Suspension. Package Zen has no obligation to monitor any content uploaded to the Cloud Services. Nonetheless, if we deem such action necessary based on your violation of this Agreement, we may (1) remove Your Data from the Cloud Services or (2) suspend your access to the Cloud Services. We will generally alert you when we take such action and give you a reasonable opportunity to cure your breach, but if we determine that your actions or the actions of your Authorized Users negatively impact or endanger the operation of the Cloud Services or other users, we may suspend your access in whole or in part immediately without notice. You will continue to be charged for the Cloud Services during any suspension period. We have no liability to you for removing or deleting Your Data from or suspending your access to any Cloud Services as described in this section.

6.9 Deletion at End of Subscription Term. We may remove or delete Your Data within a reasonable period of time after the termination of your Subscription Term.

7 Support and Maintenance. Package Zen will provide the support and maintenance services for the Products described in the Order during the period for which you have paid the applicable fee. Support and Maintenance will be provided at the support level and during the support term specified in your Order. Support and Maintenance for mobile apps or client tools includes access to New Releases, if and when available. You

may use any New Releases that we provide to you during a valid support term as part of the Cloud Services. “New Releases” are bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications that we make available.

Installation of New Releases may be required for the continued use of the Cloud Services.

8 Training Materials and Services. From time to time Package Zen may make available training services. These are purchased in the Order in accordance with the descriptions and conditions for those services set forth in the Order and the accompanying service descriptions or datasheets (“Additional Services”). Package Zen shall retain all right, title and interest in and to any materials, deliverables, modifications, derivative works or developments related to any training services we provide (“Training Materials”). Any Training Materials provided to you may be used only in connection with the Products subject to the same use restrictions for the Products.

## 9 Mobile Devices.

9.1 Supported Devices. Some features of the Products require the use of a Mobile Device that meets minimum hardware and software capabilities as determined by Package Zen at our sole discretion. At the date of this Agreement, Supported Devices are those Apple iPhone and iPod Touch models that (a) contain a rear-facing camera with a resolution of at least 8 megapixels and (b) have the ability to run Apple’s iOS 10 operating system or any subsequent version released by Apple (“Apple’s iOS 10 or higher”). Apple iPad devices that (a) contain a rear-facing camera with a resolution of at least 8 megapixels and (b) have the ability to run Apple’s iOS 10 or higher operating system (“Functional Devices”) may be used with the Products but are not Supported Devices. Apple iPhone, iPod Touch, and iPad models that (a) contain a rear-facing camera with a resolution of less than 8 megapixels and (b) do not have the ability to run Apple’s iOS 10 or higher operating system (“Unsupported Devices”) are expressly prohibited from being used with the Cloud Services or Products.

9.2 Changes to Supported Devices. The minimum required capabilities of Supported Devices will change over the course of this Agreement. Any changes will be at our sole discretion. Package Zen will provide at least thirty (30) days notice of any changes to your primary technical or operations contact.

### 9.3 Mobile Device Management and Ownership

9.3.1 Managed Devices. Supported Devices or Functional Devices may have software installed that allows an administrator to remotely make changes to the device's configuration, applications, and operating system. For the purposes of this Agreement a Managed Device is a Supported Device or a Functional Device that has software installed which allows an administrator to remotely (a) add and remove specific apps or applications; and (b) update the operating system; and (c) configure connectivity to specific wireless data networks. The software that allows the remote management capabilities on Managed Devices may be provided and controlled by Package Zen ("Package Zen Managed Device") or provided and controlled by you ("Customer Managed Device").

9.3.2 Mobile Device Ownership and Replacement. Your Order for the Products may include Supported Devices that are owned by Package Zen. Any devices provided as part of your Order are expressly owned by Package Zen unless ownership is explicitly transferred to you in writing. If a Supported Device owned by Package Zen becomes unusable due to a manufacturing fault, Package Zen will replace it at no cost to you. If a Supported Device owned by Package Zen becomes unusable as a result of any other cause, we will replace it and charge you the amount that it cost us to do so. At the date of this Agreement replacement costs are approximately US\$220. All devices owned by Package Zen must be returned to us in working order within 30 days of the termination of this Agreement. We will charge you the replacement cost of each device owned by Package Zen that is not returned within 30 days of the termination of this Agreement, not returned in working order, or that cannot be reused as determined by us at our sole discretion. In the event that any changes to Section 9.1 (Supported Devices) designate a Package Zen owned device as an Unsupported Device, we will replace the Package

Zen owned Unsupported Device with a Package Zen owned Supported Device at no cost to you. You are required to return the Package Zen owned Unsupported Device to us in working order within 30 days after receipt of the replacement Supported Device. We will charge you three quarters (3/4) the replacement cost of a Supported Device for each Unsupported Device owned by Package Zen that is not returned within thirty (30) days after receipt of the replacement Supported Device or is not returned in working order as determined by us at our sole discretion.

## 10 Returns and Financial Terms.

10.1 Return Policy. Package Zen provides free or low cost trial and pilot deployments for potential customers to thoroughly evaluate our Products. In addition, Subscription Terms as short as 30 days are available to allow for the maximum amount of flexibility. As a result, Package Zen does not allow returns on any Products.

10.2 Delivery. We will deliver login instructions for the Cloud Services to the email addresses specified in your Order when we have received payment of the applicable fees or as otherwise specified in your Order. All deliveries under this Agreement will be electronic. For the avoidance of doubt, you are responsible for installation of any client applications or software needed to access or make use of the Cloud Services.

10.3 Payment. You agree to pay all fees in accordance with each Order. Unless otherwise specified in your Order, you will pay all amounts in U.S. dollars at the time you place your Order. Other than as expressly set forth in Section 20 (IP Indemnification by Package Zen), all amounts are non-refundable, non-cancelable and non-creditable. In making payments, you acknowledge that you are not relying on future availability of any Products beyond the current Subscription Term or any Product upgrades or feature enhancements. If you add Receiving Locations, your Item Volume increases, or a combination thereof during your Subscription Term, we will charge you for the increased Receiving Locations or Item Volume pursuant to the then-currently applicable rates in your next billing cycle unless otherwise specified in the Order. You agree that we may bill your credit card for renewals, additional Receiving Locations,

Item Volume, device replacements, and unpaid fees, as applicable or as otherwise specified in your Order. If you purchase any Products through a Reseller, you owe payment to the Reseller as agreed between you and the Reseller, but you acknowledge that we may terminate your rights to use Products if we do not receive our corresponding payment from the Reseller.

10.4 Taxes. Your payments under this Agreement exclude any taxes or duties payable in respect of the Products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Package Zen, you must pay to Package Zen the amount of such taxes or duties in addition to any fees owed under this Agreement. Notwithstanding the foregoing, you may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, you will have the right to provide to Package Zen any such exemption information, and Package Zen will use reasonable efforts to provide such invoicing documents as may enable you to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

11 No-Charge Products. We may offer certain Products to you at no charge, including free accounts, trial use, and access to Beta Versions as defined below (“No-Charge Products”). Your use of No-Charge Products is subject to any additional terms that we specify and is only permitted for the period designated by us. You may not use No-Charge Products for competitive analysis or similar purposes. We may terminate your right to use No-Charge Products at any time and for any reason in our sole discretion, without liability to you. You understand that any pre-release and beta products we make available (“Beta Versions”) are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Products. We make no promises that any Beta Versions will ever be made generally available. In some circumstances, we may charge a fee in order to allow you to access Beta Versions, but the Beta Versions will still remain subject to this Section 11 (No-Charge Products). All information regarding the characteristics, features or performance of Beta Versions constitutes Package Zen’s Confidential Information. To the maximum extent permitted by applicable law, we disclaim all obligations or liabilities with respect

to No-Charge Products, including any Support and Maintenance, warranty, and indemnity obligations.

12 Restrictions. Except as otherwise expressly permitted in this Agreement, you will not: (a) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, sublicense, transfer, or provide access to the Products to a third party, (b) use the Products for the benefit of any third party, (c) incorporate any Products into a product or service you provide to a third party, (d) interfere with any license key mechanism in the Products or otherwise circumvent mechanisms in the Products intended to limit your use, (e) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Products, except as permitted by law, (f) remove or obscure any proprietary or other notices contained in any Product, or (g) publicly disseminate information regarding the performance of the Products.

13 Subscription Certifications and Audits. At our request, you agree to provide a signed certification that you are using all Products pursuant to the terms of this Agreement, including the Scope of Use. You agree to allow us, or our authorized agent, to audit your use of the Products. We will provide you with at least 20 days advance notice prior to the audit, and the audit will be conducted during normal business hours. We will bear all out-of-pocket costs that we incur for the audit, unless the audit reveals that you have exceeded the Scope of Use. You will provide reasonable assistance, cooperation, and access to relevant information in the course of any audit at your own cost. If you exceed your Scope of Use, we may invoice you for any past or ongoing use that exceeded or exceeds your Scope of Use, and you will pay the invoice promptly after receipt. This remedy is without prejudice to any other remedies available to Package Zen at law or equity or under this Agreement. To the extent we are obligated to do so, we may share audit results with certain of our third party subscribers or licensors or assign the audit rights specified in this Section to such subscribers or licensors. Package Zen will maintain (for one (1) year after this Agreement ends) complete and accurate records relating to its provision of the Products. You or any third party designated by you may audit such records during regular business hours, with

reasonable advance notice and subject to reasonable confidentiality procedures. You may not audit Package Zen more than once annually unless (a) Package Zen has experienced a Security Breach within the prior twelve (12) months; (b) an audit reveals a noncompliance; or (c) is needed to satisfy your own legal compliance obligations. In addition, upon request, Package Zen will provide to you without charge, copies of any third-party audit or compliance reports issued with respect to Package Zen or the Products. Package Zen's obligations above do not apply if the total aggregate fees received by Package Zen with respect to your subscription to the Products in the 12 month period immediately preceding your request is less than US\$720,000.

14 Ownership and Feedback. Products are made available on a limited license or access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as "purchase" or "sale". Package Zen and its licensors have and retain all right, title and interest, including all intellectual property rights, in and to the Products (including all No-Charge Products), their "look and feel", any and all related or underlying technology, and any modifications or derivative works of the foregoing created by or for Package Zen, including without limitation as they may incorporate Feedback ("Package Zen Technology"). From time to time, you may choose to submit comments, information, questions, data, ideas, description of processes, or other information to Package Zen, including sharing Your Modifications or in the course of receiving Support and Maintenance ("Feedback"). Package Zen may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in this Agreement limits Package Zen's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

15 Confidentiality. Except as otherwise set forth in this Agreement, each party agrees that all code, inventions, know-how, business, technical and financial information disclosed to such party ("Receiving Party") by the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"),

provided that it is identified as confidential at the time of disclosure. Any Package Zen Technology and any performance information relating to the Products shall be deemed Confidential Information of Package Zen without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law. For the avoidance of doubt, this Section shall not operate as a separate warranty with respect to the operation of any Product.

16 Postal Authority Regulations. You will defend, indemnify and hold harmless Package Zen from and against any loss, cost, fine, liability or damage, including attorneys' fees, for which Package Zen becomes liable arising from or relating to any claim brought against us due to any failure by you to comply with any guideline, regulation, rule, or law issued by the governmental or regulatory authority responsible for postal matters in the jurisdiction where you are using the Products.

17 Term and Termination. This Agreement is in effect for as long as you have a valid Subscription Term (the "Term"), unless sooner terminated as permitted in this Agreement. Either party may terminate this Agreement before the expiration of the Term if the other party materially breaches any of the terms of this Agreement and

does not cure the breach within thirty (30) days after written notice of the breach. Either party may also terminate the Agreement before the expiration of the Term if the other party ceases to operate, declares bankruptcy, or becomes insolvent or otherwise unable to meet its financial obligations. You may terminate this Agreement at any time with notice to Package Zen, but you will not be entitled to any credits or refunds as a result of convenience termination for prepaid but unused Cloud Services subscriptions or Support and Maintenance. Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise. Once the Agreement terminates, you (and your Authorized Users) will no longer have any right to use or access any Products, or any information or materials that we make available to you under this Agreement, including Package Zen Confidential Information. You are required to delete any of the foregoing from your systems as applicable (including any third party systems operated on your behalf) and provide written certification to us that you have done so at our request. The following provisions will survive any termination or expiration of this Agreement: Sections 6.6.3 (Indemnity for Your Data), 10.3 (Payment), 10.4 (Taxes), 11 (No-Charge Products) (disclaimers and use restrictions only), 12 (Restrictions), 13 (Subscription Certifications and Audits), 14 (Ownership and Feedback), 15 (Confidentiality), 16 (Postal Authority Regulations), 17 (Term and Termination), 18.2 (Warranty Disclaimer), 19 (Limitation of Liability), 24 (Export Restrictions), and 26 (General Provisions), 23 (Dispute Resolution).

## 18 Warranty and Disclaimer.

18.1 Due Authority. Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and that, if you are an entity, this Agreement and each Order is entered into by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of this Agreement.

18.2 WARRANTY DISCLAIMER. ALL PRODUCTS ARE PROVIDED "AS IS," AND PACKAGE ZEN AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY

WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. PACKAGE ZEN SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF PACKAGE ZEN. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PACKAGE ZEN NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY PRODUCTS OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE PRODUCTS WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (C) THE PRODUCTS (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PRODUCTS) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS); (D) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED; (E) ERRORS OR DEFECTS WILL BE CORRECTED; ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

19 Limitation of Liability. NEITHER PARTY (NOR ITS SUPPLIERS) SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER SHALL

EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO US FOR PRODUCTS AND SUPPORT AND MAINTENANCE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, OUR AGGREGATE LIABILITY TO YOU IN RESPECT OF NO-CHARGE PRODUCTS SHALL BE US\$20. THIS SECTION 17 (LIMITATION OF LIABILITY) SHALL NOT APPLY TO (1) AMOUNTS OWED BY YOU UNDER ANY ORDERS, (2) EITHER PARTY'S EXPRESS INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, OR (3) YOUR BREACH OF SECTION 11 (RESTRICTIONS). TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO SUPPLIERS OF ANY THIRD PARTY COMPONENTS INCLUDED IN THE PRODUCTS WILL BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER. The parties agree that the limitations specified in this Section 17 (Limitation of Liability) will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

20 Insurance. We will maintain insurance coverage that we determine is required to protect our business operations at our sole discretion. Package Zen will make available upon request certificates of insurance if the total aggregate fees received by us with respect to your subscription to the Products in the 12 month period immediately preceding the request exceeds US\$480,000.

21 IP Indemnification by Package Zen. We will defend you against any claim brought against you by a third party alleging that a Product, when used as authorized under this Agreement, infringes a United States or European Union patent or registered copyright (a "Claim"), and we will indemnify you and hold you harmless against any damages and costs finally awarded by a court of competent jurisdiction or agreed to settlement by Package Zen (including reasonable attorneys' fees) arising out of a Claim, provided that we have received from you: (a) prompt written notice of the claim (but in any event notice in sufficient time for us to respond without prejudice); (b) reasonable assistance in the defense and investigation of the claim, including providing us a copy of the claim and all relevant evidence in your possession, custody or control; and (c) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of the claim. If your use of a Product is (or in our opinion is likely to be) enjoined, if

required by settlement, or if we determine such actions are reasonably necessary to avoid material liability, we may, at our option and in our discretion: (i) procure a license for your continued use of the Product in accordance with this Agreement; (ii) substitute a substantially functionally similar Product; or (iii) terminate your right to continue using the Product and refund any prepaid amounts for the terminated portion of the Subscription Term. Package Zen's indemnification obligations above do not apply: (1) if the total aggregate fees received by Package Zen with respect to your subscription to Cloud Services in the 12 month period immediately preceding the claim is less than US\$240,000; (2) if the Product is modified by any party other than Package Zen, but solely to the extent the alleged infringement is caused by such modification; (3) if the Product is used in combination with any non-Package Zen product, software or equipment, but solely to the extent the alleged infringement is caused by such combination; (4) to unauthorized use of Products; (5) to any Claim arising as a result of (y) Your Data (or circumstances covered by your indemnification obligations in Section 6.6.3 (Indemnity for Your Data)) or (z) any third-party deliverables or components contained with the Products; (6) to any unsupported release of the Software; or (7) if you settle or make any admissions with respect to a claim without Package Zen's prior written consent. THIS SECTION 20 (IP INDEMNIFICATION BY PACKAGE ZEN) STATES OUR SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH ANY PRODUCT OR OTHER ITEMS PROVIDED BY PACKAGE ZEN UNDER THIS AGREEMENT.

22 Publicity Rights. We may identify you as an Package Zen customer in our promotional materials. You may request that we stop doing so by submitting an email to [help@packagezen.com](mailto:help@packagezen.com) at any time. Please note that it may take us up to 10 business days to process your request.

## 23 Dispute Resolution

23.1 Dispute Resolution; Arbitration. In the event of any controversy or claim arising out of or relating to this Agreement, the parties hereto shall consult and negotiate with

each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to this Agreement shall proceed to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The parties shall seek to mutually appoint an arbitrator. If the parties cannot agree on a single arbitrator, then there shall be three (3) arbitrators: one selected by each party, and a third selected by the first two. Arbitration will take place in one of the following cities as mutually agreed between the parties: San Francisco, CA (USA), Washington, DC (USA) or Chicago, IL (USA). If the parties are unable to agree to one of these cities, then the arbitration shall proceed in Chicago, IL. All negotiations and arbitration proceedings pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

23.2 Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the applicable laws of the State of Illinois, USA, without giving effect to the principles of that State relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding that is not otherwise subject to the arbitration provisions of Section 23.1 (Dispute Resolution; Arbitration) must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal court in Chicago, Illinois, USA, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in Chicago, Illinois, USA, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the foregoing, Package Zen may bring a claim for equitable relief in any court with proper jurisdiction.

23.3 Injunctive Relief; Enforcement. Notwithstanding the provisions of Section 23.1 (Dispute Resolution; Arbitration), nothing in this Agreement shall prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights,

confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

23.4 Exclusion of UN Convention and UCITA. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement regardless of when or where adopted.

24 Export Restrictions. The Products are subject to export restrictions by the United States government and import restrictions by certain foreign governments, and you agree to comply with all applicable export and import laws and regulations in your use of the Products. You shall not (and shall not allow any third-party to) remove or export from the United States or allow the export or re-export of any part of the Products or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You represent and warrant that (i) you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list and (ii) that none of Your Data is controlled under the US International Traffic in Arms Regulations. The Products are restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the United States government.

25 Changes to this Agreement. We may update or modify this Agreement from time to time, including any referenced policies and other documents. If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you (by, for example, sending an email to the billing or technical contact you designate in the applicable

Order, posting on our blog, through your Package Zen account, or in the Product itself). If we modify the Agreement during your Subscription Term, the modified version will be effective upon your next renewal of a Subscription Term or Support and Maintenance term as applicable. In this case, if you object to the updated Agreement, as your exclusive remedy, you may choose not to renew, including cancelling any terms set to auto-renew. With respect to No-Charge Products, accepting the updated Agreement is required for you to continue using the No-Charge Products. You may be required to click through the updated Agreement to show your acceptance. If you do not agree to the updated Agreement after it becomes effective, you will no longer have a right to use No-Charge Products. For the avoidance of doubt, any Order is subject to the version of the Agreement in effect at the time of the Order.

26 General Provisions. Any notice under this Agreement must be given in writing. We may provide notice to you via email or through your account. Our notices to you will be deemed given upon the first business day after we send it. You may provide notice to us by post to Package Zen LLC, 222 West Merchandise Mart Plaza, Suite 1212, Chicago, IL 60654, Attn: Legal Counsel - Notices. Your notices to us will be deemed given upon our receipt. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency. You may not assign this Agreement without our prior written consent. We will not unreasonably withhold our consent if the assignee agrees to be bound by the terms and conditions of this Agreement. We may assign our rights and obligations under this Agreement (in whole or in part) without your consent. The Products are commercial computer software. If you are an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation

12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Products were developed fully at private expense. All other use is prohibited. This Agreement is the entire agreement between you and Package Zen relating to the Products and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Products or any other subject matter covered by this Agreement. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. This Agreement may not be modified or amended by you without our written agreement (which may be withheld in our complete discretion without any requirement to provide any explanation). As used herein, "including" (and its variants) means "including without limitation" (and its variants). No failure or delay by the injured party to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. The parties are independent contractors. This Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give one party the express or implied right, power or authority to create any duty or obligation of the other party.

## 27 Acceptable Use Policy.

Package Zen does not allow any of the following:

27.1 Disruption. (i) Compromising the integrity of our systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our Products. (ii) Tampering with, reverse-engineering, or hacking our Products, circumventing any security or authentication measures, or attempting to gain unauthorized access to the Products, related systems, networks, or data. (iii) Modifying, disabling, or compromising the integrity or performance of the Products or related systems, network or data. (iv) Deciphering any transmissions to or from the servers running the Products. (v) Overwhelming or attempting to overwhelm our infrastructure

by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as: (a) Using “robots,” “spiders,” “offline readers,” or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser; or (b) going far beyond the use parameters for any given service as described in its corresponding documentation; or (c) storing or uploading images to the Products in a way that is unrelated to the purposes for which the Products were designed.

27.2 Wrongful Activities. (i) Any misrepresentation of yourself, or disguising the origin of any content (including by “spoofing”, “phishing”, manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Package Zen or any third party) (ii) Using the Products to violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission, or collecting or gathering other people's personal information (including account names or information) from our Products. (iii) Using our Products to stalk, harass, or post direct, specific threats of violence against others. (iv) Using the Products for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws). (v) Using the Products in violation of any guidance, regulation, rule, or law issued by the governmental or regulatory authority responsible for postal matters in the jurisdiction where you are using the Services. (vi) Accessing or searching any part of the Products by any means other than our publicly supported interfaces (for example, “scraping”). (vii) Using meta tags or any other “hidden text” including Package Zen's or our suppliers' product names or trademarks.

27.3 Inappropriate communications. (i) Using the Products to generate or send unsolicited communications, advertising, chain letters, or spam. (ii) Soliciting our users for commercial purposes, unless expressly permitted by Package Zen. (iii) Disparaging Package Zen or our partners, vendors, or affiliates. (iv) Promoting or advertising products or Products other than your own without appropriate authorization.

27.4 Inappropriate content. (i) Posting, uploading, sharing, submitting, or otherwise providing content that: (a) Infringes Package Zen's or a third party's intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right; or (b) You don't have the right to submit; or (c) Is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography, which we will remove and report to law enforcement, including the National Center for Missing and Exploited Children), indecent, harassing, hateful; or (d) Encourages illegal or tortious conduct or that is otherwise inappropriate; or (e) Attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition; or (f) Contains viruses, bots, worms, scripting exploits, or other similar materials; or (g) Is intended to be inflammatory; or (h) Could otherwise cause damage to Package Zen or any third party.

In this Acceptable Use Policy, the term "content" means: (1) any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that you post, upload, share, submit, or otherwise provide in any manner to the Products and (2) any other materials, content, or data you provide to Package Zen or use with the Products.

Without affecting any other remedies available to us, Package Zen may permanently or temporarily terminate or suspend an Authorized User's account or access to the Products without notice or liability if Package Zen (in its sole discretion) determines that a user has violated this Acceptable Use Policy.

## 28 Service Level Agreement ("SLA")

### 28.1 Availability.

28.1.1 Uptime Commitment. We will ensure the Cloud Services are operational and available for use by you in accordance with this Agreement on a 24 x 7 x 365 basis with an uptime commitment of 99.9% for each calendar month (“Uptime Commitment”).

28.1.2 Scheduled Maintenance. The calculation of uptime will not include Scheduled Maintenance. “Scheduled Maintenance” means our scheduled routine maintenance for which we notify you at least two (2) business days in advance. Scheduled Maintenance will not last longer than 6 hours each month and will only take place during time periods when we anticipate the lowest system-wide activity.

28.1.3 Measurement and Reporting. Package Zen will monitor the Cloud Services to ensure it is being provided in accordance with this SLA and immediately report to you all non-scheduled or emergency maintenance and any other outages. At your request, we will provide to you a report of the previous month’s metrics for the Uptime Commitment. We will also include other information reasonably requested by you from time to time. We will engage in regular reviews with you to analyze any on-going issues with the Cloud Services, analyze the root cause of both resolved and unresolved issues, and explore and employ methods of improving the Cloud Services generally.

## 28.2 Remedies.

28.2.1 Service Credits. If we fail to meet the Uptime Commitment in any given calendar month, we will issue you a credit (“Service Credit”) against the monthly fees due (which are equal to one-twelfth (1/12) of the annual fees due) for the affected Receiving Locations (“Monthly Fees”). The Service Credit will be equal to 10% of the Monthly Fees for the affected Receiving Locations (for the month in which the failure occurred) for each 0.5% or part thereof by which the uptime did not meet the Uptime Commitment for the affected Receiving Locations. Package Zen will apply Service Credits in the billing period following the failure, or if no further billing periods remain, we will refund you an amount equal to the Service Credit.

28.2.2 Termination for Chronic Failure. If we do not meet the Uptime Commitment (by any amount) for 3 consecutive months or 4 months out of any twelve (12) month period, or

uptime falls below 97% in any one calendar month, such event will be considered a material breach of this Agreement and you will have the right to immediately terminate this Agreement or applicable Order upon written notice and receive a refund for all prepaid fees for the terminated period and period in which the failure occurred.

28.2.3 Cumulative Remedies. Notwithstanding anything to the contrary in this Agreement, the remedies available under this SLA are cumulative with the warranties and other rights and remedies set forth in the Agreement, by law, or otherwise.

28.3 Exclusions. In addition to Scheduled Maintenance, the calculation of uptime will not include downtime to the extent due to: (a) use of the Cloud Services by the you in a manner not authorized in this Agreement or (b) general Internet problems, force majeure events or other factors outside of Package Zen's reasonable control, provided the foregoing will not apply to reasonably foreseeable events for which Package Zen can prepare. Notwithstanding the foregoing, nothing in this Section 3 limits Package Zen's obligations with respect to force majeure events and disaster recovery or business continuity under the Agreement and any excused performance of Package Zen in this Section 28.3 will apply only during the period during which Package Zen is using its best efforts to meet such obligations. If any force majeure event adversely affecting the Cloud Services lasts for more than five (5) business days, you may terminate this Agreement upon notice to Package Zen and receive a refund of any prepaid fees for the terminated period and the period during which the Cloud Services were affected.

28.4 Data Backup. Unless otherwise mutually agreed and specified in your Order, Package Zen will perform daily, incremental on-site backups and weekly, full, off-site backups of all of your Data.

28.5 Disaster Recovery. Package Zen will maintain and regularly test processes and procedures to be followed in disaster recovery or business continuity events. We will make available upon request our internal disaster recovery plan if the total aggregate

fees received by Package Zen with respect to your subscription to the Products in the 12 month period immediately preceding the request exceeds US\$480,000.

28.6 Applicability. Unless otherwise specified in your Order, this SLA will (a) not apply to your usage of the Cloud Services if the total aggregate fees received by Package Zen with respect to your subscription to the Products in the 3 month period immediately preceding any failure by us to provide the Cloud Services in accordance with this SLA is less than US\$3,000 or (b) not apply to usage of the Cloud Services via mobile devices that are not Supported Devices as described in Section 9.1 (Supported Devices) or mobile devices that are not Managed Devices as described in Section 9.3.1 (Managed Devices).

29 Improving Our Products. We are always striving to improve our Products. In order to do so, we need to measure, analyze, and aggregate how users interact with our Products, such as usage patterns and characteristics of our user base. We collect and use analytics data regarding the use of our Products as described in our Privacy Policy