

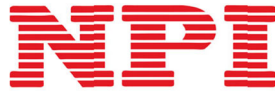


TERMS AND CONDITIONS FOR RECEIVED VENDOR SERVICES

1. **INCORPORATION BY REFERENCE:** These *Terms and Conditions for Received Vendor Services* (“Terms and Conditions”) are incorporated into and made a part of all Purchase Orders issued by National Presort, LP d/b/a NPI (“NPI”) to all persons and entities that will perform Services (each a “Vendor”) in whole or in part at a site owned, leased, managed, or controlled by a third-party customer of NPI (“Customer”). As used in these Terms and Conditions, the term “Services” means all services to be performed by Vendor under the Purchase Order.
2. **ACCEPTANCE:** THE PURCHASE ORDER IS LIMITED TO THE TERMS AND CONDITIONS SPECIFIED ON THE FACE OF THE PURCHASE ORDER, ANY ATTACHMENTS TO THE PURCHASE ORDER, ANY OTHER DOCUMENTS EXPRESSLY DESCRIBED IN THE PURCHASE ORDER, AND THESE TERMS AND CONDITIONS. NPI DOES NOT AGREE TO ANY PROPOSED ADDITION, ALTERATION, OR DELETION BY VENDOR UNLESS AGREED TO IN WRITING BY NPI. ANY OTHER STATEMENT OR WRITING OF VENDOR SHALL NOT ALTER, ADD TO, OR OTHERWISE AFFECT THE PURCHASE ORDER OR THESE TERMS AND CONDITIONS. THE PURCHASE ORDER IS SUBJECT TO ALL APPLICABLE WRITTEN CONTRACTS BETWEEN NPI AND VENDOR. IN THE EVENT OF ANY CONFLICT, THE FOLLOWING SHALL CONTROL IN THE FOLLOWING ORDER: FIRST, THE FACE OF THE PURCHASE ORDER; SECOND, ALL APPLICABLE CONTRACTS BETWEEN NPI AND VENDOR; AND THIRD, THESE TERMS AND CONDITIONS.
3. **PURCHASE ORDER NUMBER:** Vendor shall include the Purchase Order number on every invoice and all communications related to the Purchase Order.
4. **TIME FOR PERFORMANCE:** Time is of the essence for all performance required of Vendor and shall be in accordance with any schedule set out in the Purchase Order.
5. **RELATIONSHIP OF THE PARTIES:** Vendor will at all times remain an independent Vendor with respect to NPI and Customer. Nothing contained in the Purchase Order or these Terms and Conditions shall be construed to create any association, brokerage, agency, joint venture, partnership, or employment relationship between or among NPI, Vendor, and/or Customer. Nothing in the Purchase Order or these Terms and Conditions shall be construed as creating an exclusive relationship between NPI and Vendor, and NPI reserves the right to engage other persons or entities to provide services similar to the Services. No third party shall have any rights under the Purchase Order or these Terms and Conditions as a third party beneficiary except for Customer to the extent expressly stated.
6. **WARRANTY:** Vendor warrants that all services under the Purchase Order will be performed in a good and workmanlike manner by qualified, trained personnel, free from errors, in accordance with NPI’s specifications, and in full compliance with the Purchase Order and these Terms and Conditions. Customer is an intended third-party beneficiary of this warranty.
7. **CHANGES:** NPI may make changes to any services to be performed under the Purchase Order, but no change shall be effective, nor shall NPI be obligated to pay any increase in compensation as a result of a change, unless NPI issues a written change order. Changes which increase or decrease pricing shall be made only as mutually agreed in writing by NPI and Vendor.
8. **INVOICES/PAYMENT:** Unless otherwise stated in the Purchase Order or otherwise agreed by NPI in writing, Vendor may submit only one invoice for the Services and only after all Services have been completed. NPI will not be obligated to make any payments on an invoice until Customer approves the services covered by the invoice. Payment terms are the later of (a) net 45 days of receipt of correct invoice and (b) Customer’s approval of the services covered by the invoice.



9. **RESPONSIBILITY FOR PROPERTY OF NPI OR CUSTOMER:** Vendor assumes the risk of and shall be responsible for any loss or damage to any materials, parts, tooling, or other property of NPI or Customer that Vendor receives or manufactures in connection with any Services, except for reasonable wear and tear and except for things that that were reasonably consumed in performance of Services. Vendor shall return all such materials, parts, tooling, or other property to NPI or Customer, as the case may be, when Vendor is finished with them, but in any event upon completion of the Services.
10. **INDEMNITY:** Vendor shall indemnify, hold harmless, and defend NPI, its affiliates, their respective officers, directors, agents, representatives, employees, sub-vendors, and Customer from any and all claims, liabilities, damages, and expenses (including attorneys' fees and expenses) arising from or related to (a) the negligence (including strict liability), gross negligence, or willful misconduct of Vendor, its affiliates, and their respective employees, Vendors, sub-vendors, vendors, and agents (collectively, the "Vendor Parties"), (b) contamination of or adverse effect on the environment by any of the Vendor Parties, (c) violation of any law or regulation by any of the Vendor Parties, or (d) alleged infringement of any patent, copyright, or trademark or violation of any other intellectual property right by any of the Vendor Parties. This indemnity shall apply without regard to whether the claim, damage, liability, or expense is based on contract, warranty, negligence, strict liability, statute, common law, equity, or tort. This indemnity shall survive completion of and payment for all Services.
11. **INSURANCE:** Vendor shall maintain, at its sole cost, and shall require any sub-vendors it may engage to maintain at all times while transacting business with NPI and for one year following acceptance of the Services, the insurance coverage set forth below, with one or more insurance companies licensed to do business in the state where the Services are performed and with a rating of not less than A, X or better as shown in the most current issue of the A.M. Best Rating Guide, and all such policies shall require the carrier to give NPI at least thirty days prior written notice of any cancellation or non-renewal and or material change in coverage:
 - (a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering (i) all employees of Vendor who are involved in any of the Services and (ii) if Vendor engages any sub-vendors, all of those sub-vendors' employees who are involved in any of the Services. Policy must include a Waiver of Subrogation endorsement in favor of NPI and its affiliates.
 - (b) Employers' Liability Insurance protecting Vendor against common law liability in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.
 - (c) Commercial General Liability Insurance including coverages for premises/operations, products/completed operations, bodily injury, property damage, independent Vendors, and coverage for insured contracts specifically in support of the contractual obligations of Vendor including, without limitation, all indemnity obligations hereunder, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate and naming NPI and its affiliates as an additional insured. This insurance is primary and non-contributory to any other available insurance policies. Policy must include a Waiver of Subrogation endorsement in favor of NPI and its affiliates.
 - (d) Automobile Liability Insurance including non-owned and hired vehicle coverage with limits of liability of not less than \$1,000,000 per occurrence combined single limit and naming NPI and its affiliates as an additional insured. This insurance is primary and non-contributory to any other available insurance policies. Policy must include a Waiver of Subrogation endorsement in favor of NPI and its affiliates.



(e) Excess Liability/Umbrella Liability Insurance in amounts no less than \$1,000,000 covering exposures listed in sections 11 (b), 11(c) and 11(d).

Vendor shall provide NPI with a certificate of insurance evidencing such insurance coverage within thirty days after Vendor accepts the Purchase Order or seven days before Vendor begins performing any Services, whichever is earlier.

12. **INTELLECTUAL PROPERTY AND OTHER CONTRACTS:** Vendor warrants that nothing associated with its performance of the Services will infringe on any third party's patent, copyright, trade secret, trade name, trademark, service mark, license, or other proprietary right or breach any contract between Vendor and any third party.
13. **TITLE AND RISK OF LOSS:** Vendor warrants title to all goods it provides in connection with any of the Services and bears the risk of loss or damage to such goods until they are installed; upon installation, title shall pass to Customer. Passing of title shall not constitute acceptance of goods by NPI or Customer.
14. **CONFIDENTIALITY:** Vendor shall keep confidential all information designated as confidential by NPI or Customer or reasonably known by Vendor to be confidential information of NPI or Customer, including but not limited to designs, processes, drawings, specifications, reports, data, other technical or proprietary information, and the features of all parts, equipment, tools, gauges, patterns, and other items furnished or disclosed to Vendor by NPI or Customer in connection with the Services ("Confidential Information"). Vendor shall not disclose Confidential Information to any third party without the prior written consent of NPI and shall not use Confidential Information except as reasonably necessary to perform the Services. Upon completion of the Services or termination of the Purchase Order, Vendor shall return all Confidential Information to NPI or Customer (depending upon which provided such Confidential Information to Vendor) or make such other disposition thereof as may be directed and approved by NPI and shall certify to such return or destruction.
15. **NON-SOLICITATION:** From the date of the Purchase Order until one year after completion of the Services, neither Vendor nor its affiliates or employees (each, a "Restricted Person") shall directly or indirectly, for itself or on behalf of another person or entity, solicit for employment, employ, or engage as an independent Vendor any person who was employed by NPI on the date of the Purchase Order with whom Vendor had contact in connection with the Purchase Order or the Services or who became known to Vendor in connection with the Purchase Order or the Services (each, a "Covered NPI Employee"), except (a) pursuant to a general solicitation through the media that is not directed specifically to any employees of NPI and is not undertaken as a means to circumvent the restrictions contained in or conceal a violation of this Non-Solicitation provision or (b) if NPI terminated the employment of such Covered NPI Employee before the Restricted Person solicited such Covered NPI Employee or discussed the employment or other engagement of such Covered NPI Employee.
16. **NON-CIRCUMVENTION:** From the date of the Purchase Order until one year after completion of the Services, Vendor shall not, directly or indirectly, except in collaboration with or with the prior express written consent of NPI: (a) enter into any transaction to provide services to Customer or any of Customer's affiliates concerning any equipment manufactured, sold, or distributed by NPI or (b) induce, solicit, procure, or otherwise encourage any third party to enter any transaction to provide services to Customer or any of Customer's affiliates concerning any equipment manufactured, sold, or distributed by NPI.
17. **COMPLIANCE:** Vendor warrants that all Services and all goods it provides in connection with any of the Services will comply with all applicable federal, state, and local laws, rules, regulations, standards, and ordinances at the time of performance or delivery, including but not limited to all applicable OSHA standards. Vendor shall adhere



to all safety, health, and other administrative requirements, rules, regulations, policies, and procedures of NPI and Customer and shall provide to NPI a health and safety declaration prior to commencing any Services. **Vendor and any sub-vendor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. Among other things, these regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime Vendors and sub-vendors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

18. **TERMINATION:** NPI may terminate all or any portion of the Purchase Order at any time by giving notice to Vendor. In the event of termination without cause, NPI's ONLY liability shall be the lesser of (a) a reasonable price for all Services completed by Vendor before termination or (b) the contract price for all Services completed by Vendor before termination after giving effect to any discount NPI would otherwise be entitled to. If any hourly or other time-based rate for Services is specified in the Purchase Order, such rate shall be used in determining a reasonable price. Additionally, NPI may, by notice to Vendor, terminate all or any portion of the Purchase Order in the event of suspension of a material part of Vendor's business, insolvency of Vendor, institution of bankruptcy, reorganization, or liquidation proceedings by or against Vendor, the appointment of a trustee or receiver for a material part of Vendor's property or business, any assignments by Vendor for the benefit of creditors, or a breach of Vendor's obligations to NPI that is not cured promptly after notice detailing such breach. The rights and remedies of NPI provided in this Termination clause shall not be exclusive and are in addition to any other rights and remedies provided by contract or applicable law.
19. **SUBCONTRACTING AND ASSIGNMENT:** Vendor shall not assign any rights under the Purchase Order, delegate any duties under the Purchase Order, or subcontract any part of the Services without the prior written approval of NPI. Any attempts to do so will be null and void. The price quoted by Vendor includes the price of any goods or services obtained from any sub-vendor or supplier to Vendor, unless otherwise agreed in advance in writing by NPI. Vendor shall incorporate these terms and conditions on any order or subcontract approved by NPI and procured from third parties pertaining to the Purchase Order. Vendor shall remain fully responsible for all work performed by such third parties and shall indemnify and hold NPI harmless for any payment required to be made to any such parties.
20. **WAIVER:** No waiver of any default by either party shall act as a waiver of a subsequent or different default.
21. **MINORITY/WOMEN VETERAN-OWNED FIRMS:** NPI and Vendor shall support the utilization of qualified minority-owned, women-owned, and service disabled veteran-owned business enterprises.
22. **PUBLICITY:** Except as may be required by law, governmental rules, or the requirements of any exchange on which securities of Vendor or an affiliate of Vendor are traded, Vendor shall not, without the prior written consent of NPI, which may be granted or withheld at NPI's sole discretion: (a) use NPI's name, brand, trademarks, or any descriptions of NPI and/or its industry that would allow a third party to identify NPI ("NPI's Brand") in advertising or promotional material, publicity releases, or for any other commercial purpose; (b) in any manner advertise, publish or disclose the fact that NPI has placed the Purchase Order with Vendor; or (c) disclose the subject matter or terms and conditions of the Purchase Order. Vendor shall comply with the restrictions accompanying any consent by NPI, including but not limited to scope and term limitations. Unless otherwise specified by NPI in writing, NPI consents shall be deemed to be "initial use only," and will expire immediately after Vendor's first use of NPI's Brand as set forth in the applicable NPI consent. Any and all



subsequent uses, including but not limited to re-publication of advertising or promotional material, duplicate or follow-up press releases, or like publications shall each require NPI's additional prior written consent. In no case shall Vendor or an affiliate of Vendor use NPI's Brand or information about NPI's industry, equipment, or operations in a manner that disparages NPI.

23. GOVERNING LAW, CHOICE OF FORUM, JURY WAIVER, ATTORNEYS' FEES AND EXPENSES, AND REMEDIES. The Purchase Order and these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the conflict of laws provisions thereof, except to the extent preempted by United States federal law. Any claim or controversy between NPI and Vendor, whether based on contract, tort, or equity, arising out of or related to the Purchase Order (a) shall be governed by the laws of the State of Texas without giving effect to the conflict of laws provisions thereof, except to the extent preempted by United States federal law and (b) shall be resolved in a court of competent jurisdiction sitting in Tarrant County, Texas, and Vendor consents to jurisdiction in such court. NPI AND VENDOR WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY LAWSUIT BETWEEN THEMSELVES. The prevailing party in any lawsuit between NPI and Vendor shall be entitled to recover its reasonable attorneys' fees, expenses, and costs of court from the losing party in addition to any and all other remedies at law or in equity. Vendor acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of the Purchase Order or these Terms and Conditions. Therefore, in addition to all other remedies available at law (which will not be waived by the exercise of any rights hereunder), NPI shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach.
24. MISCELLANEOUS: Section headings are for convenience only and shall have no legal or interpretive effect. NPI shall have the right to audit the books and records of Vendor relevant to the Purchase Order, at Vendor's place of business or by electronic delivery, until four years after completion of the Services. Any notices required hereunder shall be given in writing to the addresses set out in the Purchase Order and shall be deemed effective on the same day such notice is actually received, or on the third business day after such notice is deposited in the United States mail with postage prepaid.