

MassPrinting

Terms of Use

PLEASE READ THE FOLLOWING TERMS CAREFULLY BECAUSE, BY ACCESSING MASSPRINTING'S SOFTWARE APPLICATIONS OR WEB PORTAL, INCLUDING, WITHOUT LIMITATION, MPCONNECT™, MPANALYTICS™, MPTRACE™ and MPCANCEL™ YOU ACCEPT AND AGREE TO THEM. PLEASE ALSO READ OUR PRIVACY POLICY LOCATED ON OUR WEBSITE AT WWW.MASSPRINTING.COM, TO LEARN HOW WE COLLECT AND USE INFORMATION.

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Welcome to MassPrinting!

These MassPrinting Terms of Use (these "Terms") explain the relationship between Mass Printing, Inc., a Massachusetts corporation, ("MassPrinting", "we" or "us") and you when you use and in some cases purchase MassPrinting's proprietary web portal or software applications, including, without limitation, MPconnect™, MPanalytics™, MPtrace™ and MPcancel™ (including all related documentation, updates and upgrades thereto) (collectively, "MPdocs").

For the purposes of these Terms, "you" or "your" refers to you as the user of MPdocs.

THESE TERMS, TOGETHER WITH OUR PRIVACY POLICY, FORM AN AGREEMENT BETWEEN YOU AND MASSPRINTING. BY USING MPDOCS, YOU REPRESENT TO US THAT YOU ARE LEGALLY COMPETENT TO ENTER INTO THIS AGREEMENT. IF YOU ARE USING MPDOCS ON BEHALF OF YOUR EMPLOYER, YOUR ACCEPTANCE OF THESE TERMS IS DEEMED AN AGREEMENT BETWEEN YOUR EMPLOYER AND MASSPRINTING AND YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO BIND YOUR EMPLOYER TO THESE TERMS.

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1. **Registration:** You may be required to register and create an account to use MPdocs (“Account”). You agree that you will maintain and update your registration and account information to ensure it is current, complete and accurate and that we have the right to terminate your Account and use of MPdocs if you provide untrue, incomplete or inaccurate information.
2. **Your Responsibilities:** You are responsible for providing the equipment and services that you need to access and use MPdocs. MassPrinting does not guarantee that MPdocs will be accessible on any particular equipment or device or with any particular software or service plan.

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You will use MPdocs only for your internal business purposes and in accordance with applicable laws, rules and regulations. You are responsible for all of your activities that occur within, through or as a result of your use of MPdocs. You agree that you will not use MPdocs for unlawful purposes or to engage in any illegal, offensive, indecent or objectionable conduct, including violation of any third-party privacy or other rights. You agree that you will not use MPdocs if you are under the age of majority in your place of residence or otherwise not fully able and competent to agree to these Terms.

If you use MPdocs on your mobile device, you are solely responsible for all message and data fees charged by your wireless service provider. Please contact your mobile service provider for pricing plans and details.

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You are responsible for complying with all laws, rules and regulations that apply to your use of MPdocs.

3. Our Responsibilities: MassPrinting is responsible for providing MPdocs in accordance with these Terms.

We will maintain commercially reasonable administrative, physical and technical safeguards intended to protect the security, confidentiality and integrity of information that you provide to or through MPdocs (including Your Content as defined in Section 3 below).

MassPrinting reserves the right but is not obligated to improve, enhance or modify MPdocs. We will notify you in advance of changes to MPdocs that may significantly adversely affect the manner in which you use MPdocs or the manner in which MPdocs perform.

MassPrinting is not responsible for the content of Other Services or for losses, liabilities, actual or pending claims, actions, damages, expenses, costs of defense and reasonable attorneys' fees ("Claims") arising from your use of content, information, web sites, software, services and other materials of third parties with which you may interact when you use MPdocs (collectively, "Other Services"). YOU ACCESS OTHER SERVICES ENTIRELY AT YOUR OWN RISK AND YOU ARE RESPONSIBLE FOR COMPLYING WITH TERMS AND CONDITIONS APPLICABLE TO YOUR ACCESS AND USE OF OTHER SERVICES.

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3. **Your Content.** MPdocs may allow you to transmit certain information and other content to and through MPdocs (collectively, "Your Content"). You are solely responsible for the accuracy, quality, legality and means by which you acquired Your Content. You understand that MassPrinting will use Your Content to provide MPdocs to you and will make Your Content available to third parties at your request through your use of MPdocs. You have or will obtain all rights necessary to provide Your Content to MassPrinting and you hereby grant MassPrinting a worldwide

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We encourage you to carefully consider disclosure of any information that might be accessible to others. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of MPdocs.

4. **Fees.** You shall pay MassPrinting for MPdocs at the then-current rates as described in your separate order form, statement of work or similar agreement with MassPrinting.
5. **Warranties.** We warrant that we have validly entered into these Terms and have the legal power to do so. You warrant that (i) you have validly entered into these Terms and have the legal power to do so and (ii) you have all necessary rights, licenses, consents and permissions to use Your Content with MPdocs.

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8. **Indemnification.** You agree to indemnify and defend MassPrinting and its affiliates, directors, officers, employees and agents from and against all Claims brought against MassPrinting by any third party arising from your use of MPdocs or any violation of these Terms, the rights of a third party or applicable law. Your indemnification obligations set forth in this Section 8 apply to any applicable actions taken under your Account. MassPrinting reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification hereunder. In any event, no settlement that affects the rights or obligations of MassPrinting may be made without MassPrinting's prior written approval.
9. **Modifications to Terms.** We may modify these Terms at any time. Modifications become effective immediately upon your first access to or use of MPdocs after the "Last Revised" date at the top of this page. Your continued access or use of MPdocs after the modifications become effective is deemed your conclusive acceptance of the modified Terms.
10. **Termination.** These Terms will automatically terminate when you fail to comply with any term or condition of these Terms. In addition either party may terminate your use of MPdocs at any time and for any reason. Upon termination, you will

cease all use of MPdocs and will destroy any copy (full or partial) of any and all parts of MPdocs in your possession or control. Termination will not limit any of MassPrinting's other rights or remedies at law or in equity. This Section 10 along with Sections 6, 7, 8, 13 and 17 will survive any termination or expiration of these Terms.

11. **Export Laws.** You agree that you will not export or re-export, directly or indirectly, MPdocs and/or other information or materials provided by MassPrinting hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. You are responsible for and hereby agree to comply at your sole expense, with all applicable United States export laws and regulations. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

12. **U.S. Government Restricted Rights.** MPdocs is "commercial computer software" and "commercial computer software documentation" as such terms are used in United States Federal Acquisition Regulations Section 12.212. Any use, duplication or disclosure of MPdocs by or on behalf of the U.S. Government is subject to restrictions as set forth in these Terms.

13. **Taxes.** You are solely responsible for any and all duties, taxes, levies or fees (including any sales, use or withholding taxes) imposed on or in connection with these Terms or MPdocs by any authority.

14. **Remedies.** You agree that a breach or a threatened breach of these Terms will cause injury to MassPrinting for which money damages will not provide an adequate remedy and MassPrinting will be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

15. **Miscellaneous.** Except as otherwise expressly set forth in these Terms, these Terms may not be modified except by a writing executed by the duly authorized representatives of MassPrinting. No other act, document, usage or custom will be deemed to modify or amend these Terms. These Terms will inure to the benefit of and will be binding upon each party's successors and assigns. These Terms and the licenses granted hereunder may be assigned by MassPrinting but you may not assign them without the prior express written consent of MassPrinting. If any provision hereof is or becomes, at any time or for any reason, unenforceable or invalid, no other provision hereof will be affected thereby and the remaining provisions will continue with the same effect as if such unenforceable or invalid provisions will not have been inserted herein; provided that the ability of either party to obtain substantially the bargained-for performance of the other will not have thereby been impaired. If either party fails to perform any term hereof and the other party does not enforce such term, the failure to enforce on any occasion will not constitute a waiver of any term and will not prevent enforcement on any other occasion. Nothing contained in these Terms will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under these Terms due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be extended for the period of delay or inability to perform due to such occurrence. The headings and captions contained herein are for convenience only. These Terms are governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to the principles of conflicts of laws of such state, and is binding upon the parties hereto in the United States and worldwide. You and MassPrinting agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the interpretation or construction of these Terms. Any litigation by one party against the other arising under these Terms or concerning any rights under these Terms will be commenced and maintained in any state or federal court located in the Commonwealth of Massachusetts and both parties hereby submit to the jurisdiction and venue of any such court. For disputes involving an amount less than \$10,000, the parties agree

to resolve the dispute through binding arbitration to be held in Boston, Massachusetts under the rules of the American Arbitration Association. Any claim arising out of these Terms, MPdocs must be brought within one (1) year of the date on which the claim arose. These Terms, together with our Privacy Policy, contain the entire understanding of the parties with respect to the matters contained herein and there are no promises, covenants or undertakings other than those expressly set forth herein.

Please direct questions regarding these Terms to our support team by submitting a request to Chief Financial Officer with the subject of "Terms of Use".

Mass Printing, Inc.
300 Unicorn Park Drive, 4th Floor
Woburn, MA 10801

www.MassPrinting.com