

OSG Terms & Conditions (Effective April 5, 2024)

These Terms and Conditions ("Terms") govern the use of Services (as defined below) provided by Output Services Group, Inc. d/b/a OSG or one of its affiliates (collectively, "OSG") to its client ("Client") pursuant to a statement of work entered into between the parties that specifically references these Terms (a "Statement of Work" or "SOW"). Throughout these Terms, OSG and Client are sometimes individually referred to as "Party" and collectively as the "Parties".

1. **Services; Fees.** OSG agrees to provide Client, and Client agrees to purchase, those print and mail services (the "Services") as described in a Statement of Work to be executed by the Parties. Each Party agrees that a purchase order submitted by Client or acknowledgement document issued by OSG that includes terms that are in addition to, or different from these Terms or the SOW shall be void and of no force or effect. SOWs do not include applicable taxes, shipping costs or delivery fees unless specifically stated. Except as otherwise indicated, the term "Terms" includes each SOW executed hereunder.

2. **Payment.** OSG may invoice Client upon completion of a print and/or mailing job under a given SOW or in arrears at the end of the month in which such Services are performed. Client agrees to pay OSG invoices without set-off or deduction within 30 days from the date of the invoice. Invoices not paid in full within 30 days from the invoice date will be subject to a finance charge of 1.5 percent per month (18 percent per annum) or the maximum rate allowed by law, if less. If Client does not pay a past due invoice within 5 days of receipt of written notice from OSG, OSG may, at its option, suspend Services until past due invoices are paid. In the event of any good faith dispute with respect to any invoices, Client shall provide notice of such dispute to OSG no later than 15 days after the date of the invoice. Client acknowledges and agrees that failure to provide written notice of any invoice dispute within the specified 15 day period shall be deemed an irrevocable acceptance and approval of the invoice. In the event that an invoice is disputed in accordance with the provisions of this subsection, the Parties agree that they shall cooperate in good faith to resolve such dispute prior to the due date. In the event that the dispute is not so resolved and unless OSG agrees otherwise in writing, Client shall pay all undisputed amounts to OSG on the due date.

3. Fee Adjustments.

- a. OSG may change or increase the fees it charges Client for any Service at any time to reflect changes in rates from independent third parties such as the postal authorities and other shippers utilized in the Services ("Postal Charges"). Postal Charges may include changes made by the United States Postal Service ("USPS") to the actual postage rates or to the presort discounts.
- b. Client acknowledges that the fees for materials as specified in an SOW (either directly or as included in a bundled fee for Services) are based on certain assumptions, including order quantity, paper quality and other factors. Client further acknowledges that volatility in the paper industry may result in changes to OSG's costs. Accordingly, OSG shall have the right to increase the fees for materials (or, as included, Services) at any time following notice to Client should Client's specifications change or should OSG be notified by its vendor of a change in OSG's material costs.
- c. OSG may increase fees annually by the greater of 5% or the aggregate change in the Consumer Price Index for the 12 months immediately preceding the increase. Annual increases may only be made once every 12 months by delivering written notice of such increase at least thirty (30) days prior to the effective date of said increase. Notwithstanding the foregoing, Client acknowledges that the fees for materials as specified in this SOW (either directly or as included in a bundled fee for Services) are based on certain assumptions including order quantity, paper quality and other factors. Client further acknowledges that volatility in the paper industry may result in changes to OSG's cost. Accordingly, in addition to the annual increase stated above, OSG shall have the right to increase the fees for materials (or, as included, Services) at any time following notice to Client should Client's specifications change or should OSG be notified by its vendor of a change in OSG's material costs.

4. COSTS AND EXPENSES. During the Term, the Client shall:

- a. pay all costs and expenses incurred by OSG, including, but not limited to expenses for: postage, shipping, freight, paper, electronic forms, envelopes, flats, and other required supplies in connection with providing the Services in accordance with the terms of this SOW.
- b. if Services include mailing services, provide to OSG a postage deposit equaling two (2) months of estimated postage (the "Postage Deposit"), which shall be due and payable two (2) weeks prior to the first scheduled production run. Costs and expenses for postage, shipping and freight shall be included in Client's invoices. OSG, in its sole discretion, reserves the right to monitor and increase or decrease the required Postage Deposit by Client.

5. **Taxes:** All amounts due for taxes and assessments will be added to Client's invoice and are the responsibility of Client. No tax exemption will be granted unless official proof of Client's exemption is on file with OSG prior to the invoicing of Services. If, after Client has paid the invoice, it is determined that more tax is due, Client must promptly remit the required taxes to the taxing authority or immediately reimburse OSG for any additional taxes paid by OSG.

6. **Term.** These Terms shall be effective until the completion of the Services under all Statements of Work. Sections 2-5, 8-12 and 15 shall survive termination of the SOW(s). As used herein, "Term" shall be as defined in an SOW executed pursuant to these Terms.

7. **Subcontracting.** OSG may utilize OSG affiliated entities ("OSG Affiliates") and/or third party vendors ("Third Party Resources") to provide Services; provided no personal information is "transferred" to or "stored" outside the United States. If OSG utilizes Third Party Resources outside the United States,

OSG shall use remote desktop virtualization methods or other secure remote systems access by which a Third Party Resource cannot print, copy or save personal information to offshore data storage devices ("[Secure Remote Desktop Virtualization](#)"), which use will not constitute a "transfer" or "storage" of such data. OSG shall (a) require OSG Affiliates and Third Party Resources to comply with the confidentiality provisions of these Terms and (b) be fully responsible to Client for the acts and/or omissions of any OSG Affiliate and Third Party Resources as if OSG itself had acted or failed to act.

8. **Confidentiality.** The Parties acknowledge that these Terms, each SOW and any oral or written information exchanged between the Parties in connection with the Services which are identified as confidential or proprietary at the time of disclosure or otherwise disclosed in a manner such that a reasonable person would understand its confidential nature is "[Confidential Information](#)". Each Party shall maintain confidentiality of all Confidential Information, and without obtaining the written consent of the other Party, shall not disclose any Confidential Information to any third parties, provided the foregoing shall not apply to information that: (a) is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by a receiving Party in breach of these Terms; (b) was available or known to the receiving Party before the information was disclosed; (c) was, is, or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's actual knowledge, is not under any confidentiality obligation in respect of that information; (d) was lawfully in the possession of the receiving Party before the information was disclosed; (e) is developed by or for the receiving Party independently of the information disclosed; (f) is required to be disclosed by OSG in connection with its performance of Services, as permitted by these Terms or a SOW or (g) the disclosing Party is legally obligated to disclose.

9. **Privacy Notice.** OSG will only use information Client provides OSG in accordance with its then current [Privacy Policy](#), which is incorporated herein by reference.

10. **Client Agreements and Indemnity.** Client represents and warrants that it (a) complies with all applicable laws in relation to its solicitation, collection, use, processing (directly and indirectly through OSG as a processor) and disclosure of Personal Information and (b) has the lawful right under applicable law (whether by consent, derogation or other means) to collect, transfer and process such Personal Information, including the transfer to and processing by OSG as prescribed in these Terms and an applicable SOW. As used herein, "[Personal Information](#)" is to be construed broadly, and means any information OSG processes for Client that (i) identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information or (ii) is defined as protected personal information by any federal or state laws and regulations that apply to the Services or Client's services or offerings. Client shall indemnify, defend at its own expense and hold OSG and OSG Affiliates harmless from any third party claim asserted against OSG resulting from (x) Client's breach of its representations and warranties set forth in this Section 9 and (y) Client's print or other files infringing or misappropriating a third party's intellectual property or other rights.

11. **Limitation of Warranties.** Except as explicitly set forth in a SOW, OSG makes no representation or warranty of any kind, express or implied, with respect to the Services, and any warranty as to merchantability or fitness for particular purpose are hereby excluded and disclaimed.

12. **Limitation of Liability.** OSG's aggregate liability in connection with the Services will not exceed the lesser of the fees paid by Client (excluding any postage, taxes, materials or shipping fees) (a) under the affected SOW or (b) if such SOW has a Services duration of 6 months or longer, in the 6 month period immediately preceding the date on which the claim or liability accrued. In no event will OSG be liable for any consequential, special, indirect, incidental or similar damages, all of which are expressly excluded.

13. **Force Majeure; Other Changes.** Except for Client's payment obligations, each Party shall be excused from performance hereunder and not be liable to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control. Performance times shall be considered extended for a period equivalent to the time lost due to such delay. Fees and prescribed service levels are subject to Client initiated changes and any industry shortages in materials or increases in manufacturing experienced after acceptance of a SOW.

14. **Notices.** Notices shall be in writing or via email to the addresses set forth on the applicable SOW, and effective upon receipt.

15. **Miscellaneous.** The Terms shall be governed in all respects by the laws of the state of Illinois to the exclusion of its conflict of laws' provisions, and Client submits to the exclusive jurisdiction of the federal and states courts sitting in Cook County, Illinois. SOWs may only be modified by a writing signed by an authorized representative of each Party. OSG may modify these Terms at any time, and such modifications shall be effective immediately upon posting of the modified Terms. Client is advised to review the Terms periodically to be aware of such modifications, and Client's continued access or use of the Services shall be deemed Client's conclusive acceptance of the modified Terms.