

BUSINESS PARTNER REFERRAL AGREEMENT
(1114)

IMPORTANT: DO NOT EXECUTE THE LEAD REFERRAL FORM UNTIL YOU HAVE READ AND AGREED TO THIS BUSINESS PARTNER REFERRAL AGREEMENT. This is an agreement between you (“Company”) and Pitney Bowes Software Inc. (“PBSI”). If you are located in a geography outside the United States, PBSI will mean the affiliate or subsidiary of PBSI operating in your geography. By executing a Lead Referral Form, you are agreeing to the terms of this Business Partner Referral Agreement (the “Agreement”) which govern the parties performance under the Lead Referral Form and is incorporated in its entirety into the Lead Referral Form by reference.

1. Definition of Terms. For purposes of this Agreement, the following terms will have the corresponding definitions:

“End User” means a licensee of the PBSI Products identified as a Prospective End User on the Lead Referral Form;

“Lead Referral Form” means the form executed by the parties which will identify Prospective End Users to PBSI;

“License” means the license agreement for the PBSI Products executed by PBSI and an End User;

“Named Accounts” means entities or accounts that are assigned to PBSI’s sales organization that will be identified to Company from time to time;

“Prospective End User” means a prospective licensee of the PBSI Products identified on the Lead Referral Form;

“PBSI Products” means the software products licensed by PBSI identified in the Lead Referral Form; and

“Territory” will mean country set out in a Lead Referral Form.

2. Lead Identification; Rejection of Lead Referral.

a) Company will identify Prospective End Users in the Territory by submitting a Lead Referral Form to PBSI via the PBSI employee and e-mail address identified on the Lead Referral Form or otherwise designated in writing by PBSI. Company will not make any representation or warranty regarding the PBSI Products nor negotiate any terms of a license agreement for the PBSI Products with a Prospective End User.

b) PBSI may, upon notice to Company, reject a Lead Referral Form in writing if: (i) the Prospective End User is a Named Account or a current customer of PBSI unless Company has identified a new opportunity with such Named Account or Prospective End User, which opportunity PBSI represents was unknown to PBSI at the time of submission of the Lead Referral Form; or (ii) the Prospective End User had been identified to PBSI as a Prospective End User within the previous one hundred and eighty (180) days. If PBSI rejects the Lead Referral Form, PBSI will provide Company the reason for such rejection.

c) PBSI will be solely responsible for negotiating the License. PBSI may, in its sole discretion, decline to enter into an agreement with the Prospective End User.

3. Fees; Payment Terms. For a License executed within twelve (12) months following receipt by PBSI of an acceptable Lead Referral Form, PBSI will pay Company ten percent (10%) of the initial license fee for the PBSI Products identified in the License, unless otherwise identified in the Lead Referral Form. PBSI will pay Company sixty (60) days following PBSI’s receipt of payment from the End User.

4. PBSI Trademarks. PBSI grants Company a license to use the trademarks “Group 1”, “Group 1 Software”, “MapInfo”, “Pitney Bowes Software” and such other trademarks as PBSI may identify to Company to facilitate Company’s performance under this Agreement. Company acknowledges that Company’s use of PBSI’s trademarks will not create in Company, nor will Company represent it has any right, title, or interest in or to the PBSI trademarks other than the license granted in this Section 4. Company will not attempt to register any of PBSI trademarks as a corporate name, domain name, trademark, service mark or other indication of origin, nor will it adopt any derivative or confusingly similar names, brands, or marks, or create any combination marks with PBSI trademarks. Company acknowledges PBSI’s ownership and exclusive right to use the PBSI trademarks, and agrees that all goodwill arising as a result of Company’s use of the PBSI trademarks will inure solely to the benefit of PBSI.

5. Confidential Information.

a) “Confidential Information” means all confidential and proprietary information of either party (“Disclosing Party”), including but not limited to, each party’s and its affiliates: (i) customer and prospect lists, names or addresses, existing agreements with Disclosing Party and business partners; (ii) pricing proposals, financial and other business information, data processes and plans; (iii) research and development information, analytical methods and procedures, hardware design, technology (including the PBSI Products), financial information, personnel data; (iv) information concerning the customers and potential customers of either party; (v) business practices, know-how, marketing or business plans; (vi) this Agreement, Lead Referral Forms, purchase orders, documentation, support guidelines, and training materials; and (vii) any other information identified in writing as confidential or information that the receiving party knew or reasonably should have known was confidential, in each case that is disclosed to the other party (“Receiving Party”) or to which the Receiving Party gains access in connection with this Agreement.

b) The Receiving Party agrees: (i) to hold the Disclosing Party’s Confidential Information in strict confidence, and apply at least the standard of care used by the Receiving Party in protecting

its own Confidential Information, but not less than a reasonable standard of care, and not to disclose such Confidential Information to any third party, except to End Users as necessary to fulfill its obligations under this Agreement; and (ii) without the written permission of the Disclosing Party, not to use any Confidential Information of the Disclosing Party except as reasonably required to exercise its rights or perform its obligations under this Agreement. Each party agrees to cause its employees, subcontractors, agents and, if permitted, affiliates, who require access to such information to abide by such obligations.

c) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this Agreement; or (ii) was in the receiving party's lawful possession before receipt from the disclosing party; or (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or, (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential information.

d) If a Receiving Party is compelled to disclose the Confidential Information by a governmental agency or a court of law having proper jurisdiction, the Receiving Party will give the Disclosing Party reasonable notice to enable such party to try to protect the confidentiality of the Confidential Information. Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and, certify its destruction in writing, provided, however, that the Receiving Party may retain one (1) copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this Section 5.

e) Disclosing Party may be irreparably damaged if the obligations under this Section 5 are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this Section 5 or any other appropriate equitable order or decree.

6. Term; Termination; Survival.

a) This Agreement will commence on the Effective Date set forth in the Lead Referral Form and will remain in effect until: (i) PBSI enters into a License with the End User and pays Company; (ii) PBSI rejects the Lead Referral Form; or (iii) twelve (12) months following the Effective Date of the Lead Referral, whichever occurs first, subject to Section 6(b).

b) Either party may, at its sole option, terminate this Agreement: (i) upon fifteen (15) days written notice to the other party in the case of a breach by the other party of its obligations hereunder, unless such breach is cured within thirty (30) days of such notice; (ii) immediately if the other party: (A) ceases to conduct business in its ordinary course; (B) is adjudged bankrupt or insolvent under applicable law; (C) has made a general assignment for the benefit of creditors; (D) files or becomes subject as a debtor to a petition in bankruptcy for liquidation or reorganization; (E) becomes otherwise insolvent; or (F) admits its inability to pay its debts

generally as they become due; or (iii) upon thirty (30) days written notice without cause.

c) Sections 5 (Confidential Information), 6 (Term; Termination; Survival), 8 (Limitation of Liability), 11 (Non-Solicitation) and 16 (Applicable Law) of this Agreement will survive termination indefinitely or to the extent provided in such sections.

7. Representations and Warranties.

a) PBSI and Company each represents and warrants that:

i) It is, and will remain a corporation in good standing under the laws of the jurisdiction of its organization and has all requisite power and authority to carry on its business as contemplated herein;

ii) No further consent, approval or authorization and all consents required have been obtained from any other entities in connection with the execution and delivery of this Agreement;

iii) There are no agreements by which it is bound that prevents its performance hereunder and its performance hereunder will not constitute a breach of any contract, agreement or understanding by which it is bound; and

iv) it will comply with all applicable laws, rules and regulations in performing its obligations under this Agreement.

b) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

8. Limitation of Liability.

A) DISCLAIMER. NEITHER PARTY NOR PBSI'S THIRD PARTY SUPPLIERS WILL BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR LOST DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

B) MAXIMUM LIABILITY. IN ANY EVENT, EITHER PARTY'S (AND PBSI'S THIRD PARTY SUPPLIER'S) MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY LEAD REFERRAL FORM (IN TORT, CONTRACT OR OTHERWISE) WILL NOT EXCEED THE GREATER OF: THE (I) AMOUNT OF FEES PAID BY PBSI TO COMPANY; OR (II) \$10,000.

9. Notices. Any notice alleging a breach of this Agreement must be in writing and be sent by overnight courier or delivered in person to the party's address set forth in the Lead Referral Form. Any other notice required to be provided by PBSI under this Agreement may be sent by postal mail service or e-mail to the

individual designated by Company. Any notice delivered to PBSI hereunder must be sent to the attention of "Contract Administration."

10. Severability and Carve-Back. If any provision of this Agreement, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement will remain in full force and effect.

11. Non-Solicitation. During the Term and for a period of twelve (12) months thereafter, neither party will knowingly solicit for employment nor knowingly employ (either as an employee or consultant) any of the other party's employees. In addition, during the term of this Agreement and for six (6) months thereafter, except as otherwise provided herein, Company will not solicit or request any End User, Prospective End User or other client of PBSI that Company became aware of pursuant to this Agreement to transfer its business from PBSI to any third party.

12. Force Majeure. Neither party is responsible from any delay or failure to perform resulting from causes beyond its reasonable control.

13. Independent Contractors. Each party will act as an independent contractor and employees of each party will not be considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither party may make any commitments binding on the other, nor may either party make any representation that they are acting for, or on behalf of, the other.

14. Equal Employment. Company will not discriminate against any employee or applicant for employment on account of race, color, religion, sex, sexual orientation, national origin, age, disability or veteran status. Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, national origin, age, disability, or veteran status. This will include, but is not limited to: employment; promotion; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship and use of subcontractors. Company will, in all solicitations or advertisement for employment, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, national origin, age, disability or veteran status.

15. Publicity. Neither Company nor PBSI will refer to each other and this relationship in any marketing and publicity activities without the prior written consent of the other party, which consent will not be unreasonably withheld, delayed or denied.

16. Applicable Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict of laws principles. In the event of any dispute arising out of or relating to this Agreement, a suit will be brought only in a federal or state court of competent jurisdiction located in New York County in the State of New York.

17. Assignment. Company will not assign any of its rights or obligations under this Agreement without the prior written consent of PBSI, which consent will not be unreasonably withheld, delayed or denied.

18. Miscellaneous.

a) No waiver of any breach of any provision of this Agreement or otherwise by either party or the failure of either party to insist on the exact performance of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

b) Except as otherwise expressly provided for herein, each party will be responsible for all costs and expenses associated with this Agreement and its performance hereunder.

c) This Agreement (including the Lead Referral Form) and all appendices, exhibits, schedules and attachments thereto constitutes the sole and complete agreement between the parties with regard to its subject matter, may not be modified or amended except by a writing signed by both parties and supersedes all proposals, understandings, representations, prior agreements or communications relating to the the subject matter of this Agreement. This Agreement also supersedes any pre-printed terms contained on any purchase order or similar document issued by Company and any such terms will have no force or effect. Neither this Agreement nor the Lead Referral Form will be construed against the party that has prepared such Agreement or Lead Referral Form, but instead will be construed as if both parties prepared the Agreement or Lead Referral Form.