ON-DEMAND SUBSCRIPTION AGREEMENT
(5/14)

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IMPORTANT: DO NOT USE THIS SERVICE UNTIL YOU HAVE READ AND AGREED TO THIS LICENSE AGREEMENT. This is an agreement between you ("Client") 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 clicking next to "I ACCEPT" prior to accessing the Service or by executing a Subscription Order, you are agreeing to the terms of this On-Demand Subscription Agreement (the "Agreement"). IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT, click next to "I DO NOT ACCEPT" and terminate your access to the Service. The terms of this Agreement will only apply to the extent Client and PBSI has not executed a separate On-Demand Subscription Agreement for the same Service.

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

"Allotment" means the number of Transactions (as defined below) subscribed to by Client during a given Term;

"Available Hours of Operation" means twenty-four (24) hours per day, seven (7) days per week exclusive of Scheduled Downtime, described in Section 9(b), and downtime arising from causes beyond the reasonable direct control of PBSI, such as the interruption or failure of telecommunications or digital transmission links, hostile network attacks or a Force Majeure event, as set out in Section 13;

"Available Hours of Support" means the hours set out in the Documentation during which time Client may obtain technical support for the Services;

"Client Data" means any data, such as an address record, telephone number, individual or business name or user query, or other material submitted by Client to the Service or provided by Client to PBSI for the performance of the Service;

"Documentation" means the current technical and user documentation for the Service provided via e-mail to Client in the welcome announcement;

"Service" means the subscription services offered by PBSI as more fully described in a Subscription Order;

"Subscription Order" means the document pursuant to which Client acquires a license to access the Service;

"Transaction" means the submission and processing of each individual Client Data to the Service or

the response to each individual Client Data or user query submitted to the Service; and

"Term" means the term of the Agreement or the Subscription Order, as applicable, set out in Section 3.

2.   Grant of Rights. PBSI hereby grants Client a non-exclusive, non-transferable license to access and use the Service identified in the Subscription Order during the term set forth therein, subject to the terms of this Agreement and the Subscription Order. In addition to the terms of this Agreement and the Subscription Order Form, product-specific license terms applicable to certain of the Services can be found at http://www.pitneybowes.com/us/license-terms-of-use.html and are hereby incorporated into this Agreement by reference. PBSI reserves all rights to the Service not expressly granted by this Agreement.

3.   Term; Termination.

a)   This Agreement is effective on the Effective Date and will remain in effect for an initial Term of twelve (12) months (the "Initial Term"). Thereafter, this Agreement will continue in effect until all Subscription Orders or SOWs have expired or been terminated.

b)   Each Subscription Order or SOW will be effective on the date set out therein and will remain in effect during the Term identified in the Subscription Order or SOW. Each Subscription Order will automatically renew for twelve (12) month Terms unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the applicable Term of the Subscription Order.

c)   Either party may terminate this Agreement or any Subscription Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Subscription Order and fails to cure such breach

within fifteen (15) days after receipt of such notice, or an additional period of time as agreed to by the parties.

d)   Upon termination of this Agreement or expiration or termination of a Subscription Order or SOW for any reason, Client will immediately cease use of the Service and PBSI and Client will promptly return all Confidential Information of the other party.

e)   Sections 4 (Fees, Payment Terms), 6 (Confidentiality), 7 (Proprietary Rights; Suggestions), 8 (Non-infringement; Indemnification), 11 (Warranties; Disclaimers), 12 (Limitation of Liability), 16 (Applicable Law) and 17 (Verification) will survive termination of this Agreement indefinitely or to the extent set out therein.

4.   Fees; Payment Terms.

a)   Client will pay to PBSI, or PBSI's authorized designee or agent, the fees set out in each Subscription Order for the Allotment set forth therein. All fees identified in a Subscription Order or this Agreement and any applicable taxes are due and payable within thirty (30) days from the date of invoice. Client will pay a late charge of one and a half percent (1.5%) per month or the highest amount permitted by law, whichever is less, on any fees not paid by the due date. Unless otherwise identified in a Subscription Order, all fees are stated in and will be paid in United States currency. If Client fails to pay any invoices by the due date, PBSI may suspend performance of the Services upon ten (10) days written notice to Client. Except as otherwise provided in a Subscription Order, PBSI may change the monthly or other usage fees upon thirty (30) days notice to Client. Any increase in fees will not be effective until the commencement of the subsequent Term for the specific Subscription Order(s) for which the increase applies.

b)   The fees do not include any amount for taxes. Client will pay all federal, state and local sales, use, property, excise, privilege, ad valorem, Internet-related, and other taxes imposed on or with respect to this Agreement or a Subscription Order for the Services provided hereunder. If any sales, use, excise or other taxes (except for taxes based on PBSI's net income) are assessed against or required to be collected in connection with this Agreement or a Subscription Order, PBSI will itemize such taxes on invoices issued in connection with a Subscription Order.

c)   Allotments purchased may be used at any time during each twelve (12) month period during the Term of the Subscription Order. Unused Transactions may not be carried over into subsequent twelve (12) month periods. Upon request, PBSI will issue Client a report detailing the current number of Transactions charged against Client's Allotment, one (1) time per calendar quarter.

5.   Client Responsibilities.

a)   Except as otherwise provided in a Subscription Order, Client will use the Service solely for its internal business purposes and will not use the Service on behalf of or make the Service available to any third party. All Client Data submitted to the Service must be submitted in PBSI's submission format in accordance with the Documentation or any other format agreed to by the parties.

b)   Client will comply with applicable laws, rules and regulations governing use of the Services, including, without limitation, any data protection or privacy laws. Client will be solely responsible for the content of all Client Data submitted to the Service and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Client Data.

c)   Client will not use the Service to send or store infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Service, network services or network equipment. Disruptions include, but are not limited to, denial of service attempts, distribution of unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Service to make unauthorized entry to any other device accessible via the network or Service. In addition, Client will not reverse engineer, decompile or disassemble the Service. The occurrence of any of the foregoing will be deemed a material breach and PBSI may immediately terminate this Agreement upon notice to Client.

6.   Confidentiality.

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 Service), financial information, personnel data, Client Data; (iv) information concerning the customers and potential customers of either party; (v) business practices, know-how, marketing or business plans; (vi) this Agreement, Subscription Orders, Documentation, 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; 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 6.

e)   Disclosing Party may be irreparably damaged if the obligations under this Section 6 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 6 or any other appropriate equitable order or decree.

7.   Proprietary Rights; Suggestions.   Client will retain all right, title and interest in and to all Client Data. Client grants PBSI a royalty-free, worldwide, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Client relating to the operation of the Service.

8.   Non-infringement; Indemnification.

a)   PBSI will indemnify, defend and hold Client, its officers, directors and employees harmless from all losses, damages, and reasonable costs and expenses to the extent they arise out of a claim by a third party that the Service, when used in accordance with the Documentation and in compliance with the terms of this Agreement and the applicable Subscription Order(s), infringe or misappropriate any copyright, trademark, trade secret or patent registered or valid within the country the Service is authorized to be accessed. PBSI will have control of the defense and will defend, at its own expense, any claim or litigation to which this indemnity relates, including the right to settle any such claim. Client must notify PBSI promptly of any such claim and will provide reasonable cooperation to PBSI, upon PBSI's request and at PBSI's cost, to defend such claim. PBSI will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

b)   If the Service is subject to a claim of infringement or misappropriation, or if PBSI reasonably believes that the Service may be subject to such a claim, PBSI reserves the right to: (i) offer a non-infringing replacement Service, at no cost to Client, which replacement will be functionally equivalent to such Service; (ii) procure, at no cost to Client, the right to continue to use such Service; or (iii) direct Client to terminate use of such Service. If PBSI directs Client to terminate use of such Service, Client's remedies, in addition to the indemnification set out herein, will be limited to a refund of any prepaid but unused fees for the Service.

c)   PBSI will not indemnify Client or be liable for claims arising from the use of the Service with data, hardware or software not provided by PBSI or Client's use of the Service other than as permitted in this Agreement and the Documentation.

d)   Client will indemnify, defend and hold PBSI harmless against any claim arising from: (i) Client's use of the Service in a manner not permitted under this Agreement; (ii) a third party claim that the Client Data or any other data, files or other materials provided by Client to PBSI infringes any patent, copyright or trademark or misappropriates any trade secret; (iii) a violation of any law, rule or regulation regarding the protection of personal data or the use or access to the Service; or (iv) acts of gross negligence or willful misconduct. Client will have control of the defense and will defend at its own expense, any claim or litigation to which this indemnity relates including the right to settle any such claim. PBSI must notify Client promptly of any such claim and will provide reasonable cooperation to Client, upon Client's request and at Client's cost, to defend such claim. Client will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. PBSI may elect to participate in the defense of any claim with counsel of its choosing at its own expense..

9.   PBSI Responsibilities; Support.

a) PBSI will use best efforts to make the Services available during the Available Hours of Operation in accordance with the Service Availability Statement located at http://www.pitneybowes.com/us/license-terms-of-use/service-availability-statement.html. Support for the Service will be available during the Available Hours of Support. Support will consist of telephone technical support to assist Client with the use of the Service and will be provided in accordance with the Documentation.

b) The Service may be inaccessible or inoperable during certain periods to permit PBSI to perform maintenance support services ("Scheduled Downtime"). PBSI will use reasonable commercial efforts to minimize any disruption, inaccessibility or inoperability of the Services in connection with the Scheduled Downtime or other disruption of Service.

10. Training, Services.

a) In consideration of the fees set out in a Subscription Order, Client may attend the training class identified therein. Training will be provided, unless otherwise agreed to by the parties, as an online webinar or a prerecorded training session.
b) PBSI, upon Client's request, may perform additional consulting and professional services for Client ("Services"). Any Services performed by PBSI will be set forth in a Statement of Work ("SOW") executed by the parties and governed by the terms of this Agreement and addendum to this Agreement executed by the parties.

11. Warranties; Disclaimers.

a) PBSI represents and warrants that it has the right to grant to Client the rights granted hereunder

b) PBSI represents and warrants to Client that the Service will materially conform to the Documentation. PBSI does not warrant the operability or accuracy of any Client Data processed by PBSI.

c) PBSI DOES NOT WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR THAT PBSI WILL CORRECT ALL PRODUCT ERRORS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS IS" AND PBSI AND ITS THIRD PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE SERVICE, 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.

d) PBSI WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED BY THE UNAUTHORIZED USE OF THE SERVICE OR ACTS OF ABUSE OR MISUSE BY CLIENT. IN ADDITION, PBSI WILL NOT BE LIABLE FOR

ANY: (I) LOSS OR CORRUPTION OF CLIENT DATA USED IN THE SERVICE; OR (II) LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE INTERRUPTION OR LOSS OF USE OF THE SERVICE.

e) THE SERVICE MAY CONTAIN A DISABLING DEVICE OR DEVICE REQUIRING ENABLEMENT: (i) TO COMPLY WITH REQUIREMENTS OF REGULATORY AUTHORITIES; (ii) TO PREVENT USE OF THE SERVICE BEYOND THE TERM OF A SUBSCRIPTION ORDER; AND/OR (iii) TO PREVENT USE OF THE SERVICE IN EXCESS OF ANY TRANSACTIONS (OR OTHER RESTRICTIONS) OR BY MORE THAN THE NUMBER OF USERS SET OUT IN A SUBSCRIPTION ORDER. .

12. Limitation of Liability.

A) DISCLAIMER. NEITHER PARTY NOR PBSI'S THIRD PARTY SUPPLERS WILL BE LIABILE 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 LICENSOR'S THIRD PARTY SUPPLIER'S) MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY SUBSCRIPTION ORDER OR SOW (IN TORT, CONTRACT OR OTHERWISE) WILL BE LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT TO PBSI DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF SUCH CLAIM OR SUCH SOW.

C) EXCLUSIONS. THE FOREGOING DISCLAIMER SET FORTH IN SECTION 12(A) DOES NOT APPLY TO CLIENT'S BREACH OF SECTION 5(B) OR 5 (C) (CLIENT RESPONSIBILITIES), OR EITHER PARTY'S LIABILITY UNDER SECTION 8 (NONINFRINGEMENT, INDEMNIFICATION). THE FOREGOING MAXIMUM LIABILITY SET FORTH IN SECTION 12(B) DOES NOT APPLY TO CLIENT'S BREACH OF SECTION 5 (CLIENT RESPONSIBILITIES), CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER A SUBSCRIPTION ORDER OR SOW OR EITHER PARTY'S LIABILITY UNDER SECTION 8 (NONINFRINGEMENT, INDEMNIFICATION).

13. Force Majeure. Except for Client's payment obligations, neither party is responsible from any delay or failure to perform resulting from causes beyond its reasonable control.

14. Assignment. Client is not permitted to transfer or assign (by operation of law or otherwise) any of its rights or obligations under a Subscription Order or this Agreement without the prior written consent of PBSI, which consent will not be unreasonably withheld, delayed or denied. Any such

transfer or assignment without PBSI's written consent will be void and of no force and effect.

15. Publicity. Subject to Client's consent, which will not be unreasonably withheld, delayed or denied, PBSI may prepare a press release, case study or other collateral regarding Client's use of the Service. Otherwise, neither party will use the name of the other party in any publicity releases or similar activity without the consent of the other party except PBSI may include Client's name in PBSI's client list.

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 principals of conflict of laws. 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. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario. Ontario's principles of conflict of laws or the United Nations Convention on contracts for the international sale of goods will not apply to this Agreement. In the event of any dispute arising out of or relating to this Agreement, a suit will be brought only in the General Division of the Ontario Court of Justice.

17. Verification. Upon ten (10) days written notice, PBSI or its designated third party may verify Client's compliance with the terms of the Agreement and applicable Subscription Orders at all locations which Client accesses the Service. Such verification will take place no more than one (1) time per twelve (12) month period during normal business hours in a manner which minimizes disruption to Client's work environment. PBSI may use an independent third party under obligations of confidentiality to provide assistance. PBSI will notify Client in writing if any such verification indicates that Client has used the Service in excess of the use authorized by this Agreement or Subscription Order. Client agrees to promptly enter into an amendment and pay all associated fees directly to PBSI for the charges that PBSI specifies for such excess use.

18. General.

a) No waiver of or failure to act regarding any breach of this Agreement or a Subscription Order by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or a Subscription Order will constitute a waiver of any prior,

concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing..

b) Any notice alleging a breach of this Agreement will be in writing and will be sent by overnight courier or delivered in person to the party's address set forth in the Subscription Order. Any other notice required to be provided by PBSI under this Agreement may be sent by postal mail or e-mail to the individual designated by Client, and to PBSI at the e-mail addresses designated in the applicable Subscription Order as well as to contracts.research@pb.com.

c) If any provision of this Agreement or Subscription Order, 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 or Subscription Order will remain in full force and effect.

d) 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.

19. Entire Agreement. This Agreement and each Subscription Order, SOW and all appendices, exhibits, schedules and attachments thereto constitutes the entire agreement between the parties with regard to the subject matter, may not be modified or amended except by a writing signed by both parties hereto except as otherwise indicated herein, and supersedes all proposals, purchase orders, understandings, representations, prior agreements or communications relating to Client's use of the Service. This Agreement also supersedes any preprinted terms contained on a purchase order or similar document issued by Client and any such terms will have no force or effect. Client has not been induced to enter into this Agreement by any representations or promises not specifically stated herein. Neither this Agreement nor a Subscription Order or SOW will be construed against the party that prepared such document, but instead will be construed as if both parties prepared the Agreement, Subscription Order or SOW.

20. Additional Terms. In addition to the terms of this Agreement, certain Services may contain third party content that requires Client to agree to additional terms, located as indicated below, which may be updated from time to time.

Bing®: If Client accesses the Microsoft Bing® Service with the Service, Client's use of Bing® is governed by the terms located at: http://www.pitneybowes.com/us/license-terms-of-use/bing-terms-of-use.html

Business Points Data: http://www.pitneybowes.com/us/license-terms-of-use/business-points-terms.html

Canadian Postal Codes: If you license any Service that contain Canadian Postal Codes, the following additional terms apply:
http://www.pitneybowes.com/us/license-terms-of-use/tomtom-6-digit-canadian-postal-codes.html

Demographic Data: If you license any Service that contains demographic data, the following additional terms apply:
http://www.pitneybowes.com/us/license-terms-of-use/demographic-data-terms.html

Point of Call Data: If Client licenses the Canadian Point of Call Data, the following additional terms apply:
http://www.pitneybowes.com/us/license-terms-of-use/canada-post-terms.html

Universal Address Module Loqate: http://www.pitneybowes.com/us/license-terms-of-use/uam-loqate-terms.html

USPS Data: If the Service contains data provided by the United States Postal Service ("USPS"), the following additional terms apply:
http://www.pitneybowes.com/us/license-terms-of-use/usps-terms-_-dpv-lacs-and-suitelink-product.html

VeriMove/VeriMove Express: http://www.pitneybowes.com/us/license-terms-of-use/verimove-verimove-express-terms.html