

# ConnectRight Mailer End User License Agreement (EULA)

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**"Computer"** means the stand-alone personal computer on which the Software is authorized to be installed and used;

**"Documentation"** means the current technical and user documentation for the Software;

**"Licensee Data"** means the data provided by Licensee for processing by the Software;

**"Order"** means the Sales Agreement or Lease Agreement between PB and Licensee pursuant to which a Licensee licenses the Software and obtains related services;

**"Software"** means the ConnectRight Mailer software and related processing service; and

**"Warranty Period"** means the ninety (90) day period following initial download of the Software.

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4. Fees; Payment Terms.

a) Licensee will pay to Licensor, or Licensor's authorized designee or agent, the license, training and any other fees set out in an Order. All fees identified in an Order or this Agreement and any applicable taxes are due and payable within thirty (30) days from the date of Licensor's

invoice. Licensee 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. The Fees, and the currency they will be paid in, will be identified in the Order.

b) The fees do not include any amount for taxes. Licensee will pay all federal, state, provincial and local sales, use, property, excise, and other taxes imposed on or with respect to this Agreement or an Order for the products and/or services provided hereunder. If any sales, use, excise or other taxes (except for taxes based on Licensor's net income) are assessed against or required to be collected in connection with this Agreement or an Order, Licensor will itemize such taxes on invoices issued in connection with an Order.

5. Technical Support. Licensee is eligible to receive reasonable amounts of telephone technical support to assist Licensee with use of the Software. In addition, Licensor will provide updates, enhancements and bug fixes to the Software for Licensee's use as they are made commercially available. These technical support services are included in the license fees paid by Licensee for the Software.

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B) MAXIMUM LIABILITY. IN ANY EVENT, LICENSOR AND ITS THIRD PARTY SUPPLIER'S MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT, CONTRACT OR OTHERWISE) WILL NOT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE TO LICENSOR UNDER THE APPLICABLE ORDER.

8. Term; Termination.

a) This Agreement will commence as of the date set forth in the Order and will continue in effect until the Order is terminated or otherwise as set forth in this Agreement.

b) Either party may terminate this Agreement by written notice if the other party commits a material breach of this Agreement or the applicable Order and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

c) Upon: (i) expiration of a term license to any of the Software, unless such term license is renewed; (ii) termination of the license to any of the Software for any reason; or (iii) termination of an Order, Licensee will immediately cease use of the Software and delete and/or remove all copies of the Software from its servers, terminals and other computer systems and promptly return or destroy all copies of the Software, Documentation and any other Licensor confidential and proprietary information in Licensee's possession. If requested, Licensee will certify compliance with the foregoing in writing.

d) Sections 4 (Fees, Payment Terms), 6 (Warranties, Disclaimers), 7 (Limitation of Liability), 8 (Term, Termination), 12(e) (General), 13 (Applicable Law), 14 (Verification) and other sections that by their nature are intended to survive will survive termination of this Agreement or an Order indefinitely or to the extent set out therein.

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

10. Assignment. Licensee is not permitted to transfer or assign any of its rights or obligations under an Order or this Agreement without the prior written consent of Licensor, which consent will not be unreasonably withheld, delayed or denied. Any such transfer or assignment without Licensor's written consent will be void and of no force and effect.

11. Publicity. Subject to Licensee's consent, which will not be unreasonably withheld, delayed or denied, Licensor may prepare a press release, case study or other collateral regarding Licensee's use of the Software. Except as provided herein, neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, provided, however, Licensor may include Licensee's name in any client list.

12. General.

a) No waiver of any breach of any provision of this Agreement or an Order by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or an Order 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) 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 this Agreement. Any other notice required to be provided by Licensor under this Agreement may be sent by United States mail or e-mail to the individual designated by Licensee. Any notice delivered to Licensor hereunder must be sent to the attention of "Contract Administration."

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

d) If physical delivery of the Software is required, delivery of the Software will be FOB point of origin (within the United States) and for deliveries outside of the United States or from any country outside of the United States, delivery will be Carriage Paid To (CPT). Licensor may, to the extent available, deliver the Software or access key codes electronically via the Internet or permit Licensee to download the Software or access key codes from Licensor's website.

e) Licensee agrees: (i) to comply with all applicable export control laws and regulations; (ii) not to export, re-export, or transfer any products and technologies received in an Order to any destination or to any person if prohibited by any applicable law or regulation; and (iii) to immediately notify us in writing if you or one of your affiliates export privileges are denied, suspended or revoked by any applicable Government entity.

f) 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.

13. Applicable Law.

(a) If Client is located in the United States, this Agreement will be governed by 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, the parties agree to bring suit only in a federal or state court of competent jurisdiction located in New York County in the State of New York.

(b) If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario. Neither Ontario's principles of conflict of laws nor the United Nations Convention on contracts for the international sale of goods will apply to this Agreement. In the event of any dispute arising out of or relating to this Agreement, the parties agree to bring suit only in the General Division of the Ontario Court of Justice.

14. Verification. Upon ten (10) days written notice, Licensor or its designated third party may verify Licensee's compliance with the terms of the Agreement and applicable Order at all locations and for all environments in which Licensee uses the Software. 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 Licensee's work environment. Licensor may use an independent third party under obligations of confidentiality to provide assistance. Licensor will notify Licensee in

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16. Entire Agreement. This Agreement (including each Order) 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 hereto except as otherwise indicated herein, and supersedes all proposals, understandings, representations, prior agreements or communications relating to the Software and the subject matter of this Agreement. This Agreement also supersedes any pre-printed terms contained on any purchase order or similar document issued by Licensee and any such terms will have no force or effect. Neither this Agreement nor any Order will be construed against the party that has prepared such Agreement or Order, but instead will be construed as if both parties prepared the Agreement or Order.