



SOFTWARE AND DATA END USER LICENSE AGREEMENT

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1. **Definitions.** As used in this Agreement, the following terms have the meanings set forth below:

"Affiliate" means an entity that Controls, is Controlled by or is under common Control with a party;

"Application" means the application, if any, identified in an Order;

"Computer" means the server or computer identified in an Order on which the Licensed Products are authorized to be installed and used;

"Confidential Information" means the information identified in Section 6;

"Control" means the ownership of more than fifty percent (50%) of an entity's stock or other voting interest;

"Data Record" means each separate, individual digital data record which is used, referenced or accessed by the Licensed Products;

"Documentation" means the current technical and user documentation for the Licensed Products. The Documentation may be modified from time-to-time to incorporate Enhancements;

"Enhancements" means the updates, upgrades, modifications, new releases and corrective programming to the Software and Subscription Data that are provided as part of Maintenance Services;

"Installation Site" means the location identified in an Order where the Licensed Products are authorized to be installed;

"Licensee" means Client or the Affiliate identified in an Order that is authorized to use the Licensed Products identified therein;

"Licensor" means PBSI or the Affiliate identified in an Order that is granting the license set out therein;

"Licensed Products" means the Software and Enhancements;

"Maintenance Services" means the services described in Section 8(b), below;

"MIPS" means the processing speed of a computer expressed in millions of instructions per second;

"Order" means the document pursuant to which a Licensee licenses the Licensed Products and obtains related services. ;

"Processor Cores" or "CPU Cores" means the number of cores on each processor or CPU in the Computer;

"Remote Access" means access to and use of the Licensed Products, including, without limitation, the submission and/or receipt of data, documents or processing instructions, directly or indirectly via a server, Internet, independent software application or otherwise, to the Computer, from locations other than the Installation Site;

"Service Provider" means a Licensee that uses the Licensed Products to perform services, including, without limitation, to verify address information and/or provide postal-related services; develop, design, archive, process and/or print bills, statements or other business documents; merge or convert print stream data; append geographic coordinates to address records or other data and/or perform other data processing services, for entities other than Licensee, such as an Affiliate;

"Software" means the computer software identified in an Order;

“Subscription Data” means data files, including, but not limited to, postal, census, geographic, demographic, and other data, that are either identified in an Order or otherwise licensed with certain of the Licensed Products;

“Support Guidelines” means the then current technical support guidelines for the Licensed Products;

“Transaction” means a record or user query that is submitted to the Licensed Products;

“User” means an individual authorized by Licensee to use the Licensed Products in accordance with an Order regardless of whether the individual is actively using the Licensed Products at any given time; and

“Warranty Period” means the ninety (90) day period following initial delivery of the Software.

2. Scope of Agreement; Orders by Licensee. From time to time during the term of this Agreement, Client may license Licensed Products and obtain Maintenance Services by entering into one or more Orders, which will become effective when executed by both parties. Each Order will constitute a separate contract between the parties, and will be governed in all respects by the terms of this Agreement and the applicable Order. Affiliates of Client are authorized to place Orders under this Agreement (each a “Client Affiliate”). By submitting an Order under this Agreement, Client Affiliate is deemed to agree to be bound by the terms of this Agreement. The term “Licensee” as used in this Agreement and the applicable Order will be deemed to refer to either Client or such Client Affiliate entering into the Order.

3. Grant of License.

a) Licensors hereby grants to Licensee a non-exclusive, non-transferable license to use the Licensed Products in accordance with the terms of this Agreement and an Order. Unless otherwise identified in an Order, the Subscription Data is licensed for twelve (12) month terms and the license to the Subscription Data may be renewed for additional twelve (12) month terms as part of Maintenance Services in accordance with Section 8. The grant of rights hereunder to the Licensed Products is not a sale of the Licensed Products. Licensors and its third party providers reserve all rights not expressly granted by this Agreement.

b) In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain Licensed Products can be found at <http://www.pb.com/license-terms-of-use/>, and are hereby incorporated into this Agreement by reference.

4. Use of Licensed Products.

a) Subject to the terms of an Order, the Licensed Products will be installed and used only on the Computer containing up to the number of MIPS or Processor Cores set out in an Order and utilizing the operating system set out therein. The Licensed Products will also only be used by and for the benefit of Licensee and, unless permitted in an Order, Licensee will not have Remote Access nor will Licensee use the Licensed Products as a Service Provider. In

addition, the use of the Licensed Products will, subject to the terms of an Order, only be used: (i) by up to the specified number of Users; (ii) in conjunction with the designated Application; (iii) at the Installation Site; (iv) to process up to the identified number of Transactions; and (v) for the specified number of Data Records. Licensed Products licensed for desktop use by a specific number of Users may be installed on the number of devices equal to the specific number of User licenses purchased, or may be installed on multiple devices so long as the number of Users do not exceed the number of licenses purchased.

b) Licensee may, as applicable and upon Licensors’s prior written consent, which consent may be conditioned upon payment by Licensee of any applicable fees, add additional Processor Cores or MIPS to the Computer, transfer the Licensed Products to a different computer with more MIPS or Processor Cores, utilize the Licensed Products with a different operating system, process additional Transactions or add Users or Applications. If the Licensed Products are installed in a virtual environment, Processor Cores will include all cores on the processors within the virtual environment that may use or access the Licensed Products. The Installation Site may be changed by Licensee to another location in the United States upon prior written notice to Licensors. The Installation Site may not be changed to any location outside the United States except upon Licensors’s prior written consent.

c) Licensee is not permitted to copy the Licensed Products or Documentation, except to make a reasonable number of copies of the Licensed Products solely for back up or disaster recovery purposes. Licensee must reproduce all copyright, trademark, trade secret and other proprietary notices in such copies. The back up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer becomes inoperative. If the Computer becomes inoperative, the Licensed Products can only be used on a back-up computer with equal to or a fewer number of Processor Cores or MIPS as the Computer and that utilizes the same operating system. Except to perform disaster recovery testing in accordance with Licensee’s disaster recovery procedures, Licensee is not permitted to use the back up or disaster recovery copies of the Licensed Products for production or testing concurrently with the production or testing copies of the Licensed Products.

d) Licensee may install, for a period not to exceed fifteen (15) days from date of installation, Enhancements in a test environment for the sole purpose of determining if such Enhancements will be deployed by Licensee on the authorized Computer(s). Thereafter, Licensee is permitted to install only the authorized number of licensed copies of the Licensed Products on the authorized Computers.

e) Licensee will not: (i) make derivative works of the Licensed Products; (ii) reverse engineer or decompile the Licensed Products or any portion thereof; (iii) attempt to unlock or bypass any initialization system, encryption methods or copy protection devices in the Licensed Products; (iv) modify, alter or change the Licensed Products; (v) alter, remove or obscure any patent, trademark or copyright notice in the Licensed Products; (vi) use the Licensed Products within or in conjunction with in-flight navigation or any vehicle navigation system providing turn-by-turn directions or (vii) use components of a Licensed Product independent of the Licensed

Products they comprise. Any modifications, alterations or changes to the Licensed Products, unless authorized by Licensor, will terminate the warranties provided herein and Licensor may, at its sole discretion, terminate Maintenance Services for such Licensed Products.

f) Licensee may, upon prior written notice to Licensor, permit third party contractors to access and use the Licensed Products solely on behalf of, and for the benefit of, Licensee, so long as: (i) contractor agrees to comply fully with all terms and conditions of this Agreement and the applicable Order(s); (ii) Licensee remains responsible for each contractor's compliance with this Agreement and the applicable Order(s) and any breach thereof; and (iii) the contractor is not a competitor of PBSI, Licensor or any Licensor Affiliate. All rights granted to any contractor hereunder terminates immediately upon conclusion of the services rendered to Licensee that gives rise to such right. Upon termination of such rights, contractor must immediately cease all use of the Licensed Products, un-install and destroy all copies of the Licensed Products and any other Confidential Information in its possession, and must certify in writing upon Licensor request of compliance with this section.

5. Fees; Payment Terms.

a) Licensee will pay to Licensor, or Licensor's authorized designee or agent, the license, maintenance, 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 greater, on any fees not paid by the due date. Unless otherwise identified in an Order, all fees are stated in and will be paid in United States currency.

b) The fees do not include any amount for taxes. Licensee 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 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.

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 Licensed 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, 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 as permitted under Section 4(f) above; 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. Noninfringement.

a) Licensor will indemnify, defend and hold Licensee, its officers, directors and employees, harmless from all losses, damages, costs and expenses to the extent they arise out of any claim by a third party that the Licensed Products, when used in accordance with the Documentation and in compliance with the terms of this Agreement and the applicable Order(s), infringe or misappropriate any copyright, trade secret, trademark or patent registered or valid within the country the Licensed Products are authorized to be installed as set out in an Order. Licensor 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. Licensee must notify Licensor promptly of any such claim and provide reasonable cooperation to Licensor, upon Licensor's request and at Licensor's cost, to defend such claim. Licensor 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. Licensee may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

b) If the Licensed Products are subject to a claim of infringement or misappropriation, or if Licensor reasonably believes that the Licensed Products may be subject to such a claim, Licensor reserve the right to: (i) replace the Licensed Products with functionally equivalent Software or Subscription Data; (ii) modify such Licensed Products while retaining substantively equivalent functionality; (iii) procure at no cost to Licensee the right to continue to use such Licensed Products; or (iv) if the foregoing is not commercially reasonable, direct Licensee to terminate use of such Licensed Products. If Licensor directs Licensee to terminate use of such Licensed Products (or a permanent injunction is issued against such use), Licensee will immediately terminate such use and Licensee's remedies, in addition to the indemnification set out herein, will be limited to a pro rata refund of the license fees previously paid for such Licensed Products that are subject to the infringement or misappropriation claim based on a term of sixty (60) months following execution of the applicable Order.

c) Licensor will have no obligation to indemnify Licensee under this Section 7 if the infringement or misappropriation results from Licensee's (i) modification of the Licensed Products; (ii) combination, operation or use of the Licensed Products with non-Licensor software products if such claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; (iii) use of the Licensed Products in breach of this Agreement or an Order; or (iv) use of other than the most current release of the Licensed Products if such claim of infringement or misappropriation could have been avoided by Licensee's use of such current release of the Licensed Products, provided Licensor delivered such superseding version to Licensee and notified Licensee of the need to use such version.

8. Maintenance; Renewal of Term License.

a) Licensee will obtain Maintenance Services for the Licensed Products for the initial term set forth in an Order and for the fees set forth therein. Following such initial term, Licensee may elect to purchase additional Maintenance Services in twelve (12) month terms at Licensor's then current rates in accordance with this Section 8.

b) Maintenance Services consist of: (i) reasonable amounts of telephone support to assist Licensee with the use of the Licensed Products in accordance with the Support Guidelines; (ii) Enhancements provided to other licensees of the Licensed Products who have paid for Maintenance Services for the current maintenance term; (iii) Subscription Data, as applicable; and (iv) the correction of errors or non-conformities with the Licensed Products in accordance with the Support Guidelines. The telephone support described herein is provided only to the individuals located at a single

designation location. If Licensor is unable to correct a reported error or non-conformity that is classified in the Support Guidelines as a production emergency or serious problem within thirty (30) days following notice from Licensee or an additional period of time reasonably agreed to by the parties, Licensee may terminate Maintenance Services for such Licensed Products and receive, as its sole and exclusive remedy, a pro-rata refund of the fees paid for Maintenance Services for the balance of the existing maintenance term.

c) Maintenance Services for the Licensed Products may be terminated by Licensee prior to the end of a term upon notice to Licensor. Licensor may terminate Maintenance Services for the Licensed Products upon at least ninety (90) days written notice to Licensee prior to the end of any term or upon one hundred eighty (180) days written notice to Licensee for any superseded versions of the Licensed Products or if the Licensed Products are licensed for use on an operating system or Computer that is no longer supported by their developer or manufacturer.

d) If Licensee terminates or declines to renew Maintenance Services for the Licensed Products and subsequently elects to renew Maintenance Services, Licensee will pay to Licensor the applicable fees for the total period of non-maintenance and for the subsequent twelve (12) month renewal term.

e) Prior to the expiration of the term to any Licensed Products licensed on a limited term, Licensee may renew or extend the term license for such Licensed Products at rates and for the duration set forth in a quote issued by Licensor. Licensee may issue Licensor a purchase order for such renewal as set forth in the quote, provided such purchase order will (i) incorporate the terms of the Agreement and the applicable Order, as may be amended and (ii) not introduce any new terms. The parties agree that any pre-printed terms on such purchase order will have no force or effect, and Licensor hereby expressly disclaims any acceptance of such additional terms. If a Licensee has a term license to the Licensed Products, Licensee must renew the term license in order to purchase and obtain additional Maintenance Services for such Licensed Products. Licensor may, in its sole discretion, decline to renew the term license.

9. Training. In consideration of the fees for training set out in an Order, Licensee may attend the training class identified therein. Licensee must attend the training course prior to the expiration date set out in the Order. If Licensee fails to have personnel attend the training class or permit Licensor to perform the training class prior to such expiration date, Licensor will not provide Licensee with a refund of the training fees or be obligated to perform the training. Unless otherwise specified in an Order, training will be provided at one of Licensor's training locations. Licensee will be solely responsible for all travel-related expenses incurred in attending such training. If an Order provides for training at Licensee's site, Licensee will pay for all reasonable travel-related expenses incurred by Licensor in the performance of the training.

10. Warranties; Disclaimers.

a) Licensor represents and warrants that it has the right to grant to Licensee the rights granted hereunder.

b) Licensor represents and warrants that during the Warranty Period the Licensed Products will perform all material functions set out in the Documentation for such Licensed Products and otherwise operate in substantial accordance with such Documentation. If, during the Warranty Period the Licensed Products fail to comply with this warranty, Licensee must notify Licensor in writing of any alleged errors or non-conformities with the Licensed Products. Licensor will have thirty (30) days from receipt of such notice or an additional period of time as reasonably agreed to by the parties to correct such errors or non-conformities in accordance with the Support Guidelines. If Licensor is unable to timely correct such errors or non-conformities, Licensee may elect to terminate the license to such Licensed Products. If Licensee terminates the license to such Licensed Products during the Warranty Period in accordance with this Section, Licensee will, as its exclusive remedy, receive a refund of all fees previously paid for such Licensed Products.

c) LICENSOR DOES NOT WARRANT THAT THE LICENSED PRODUCTS WILL OPERATE ERROR-FREE OR THAT LICENSOR WILL CORRECT ALL PRODUCT ERRORS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE LICENSED PRODUCTS ARE PROVIDED "AS IS" AND LICENSOR AND ITS THIRD PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PRODUCTS AND SERVICES FURNISHED UNDER THIS AGREEMENT, 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) LICENSOR WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED BY THE UNAUTHORIZED USE OF THE LICENSED PRODUCTS OR ACTS OF ABUSE OR MISUSE BY LICENSEE. IN ADDITION, LICENSOR WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE INTERRUPTION OR LOSS OF USE OF THE LICENSED PRODUCTS OR THE LOSS OR CORRUPTION OF LICENSEE'S DATA OR FILES PROCESSED OR STORED BY THE LICENSED PRODUCTS.

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

11. Limitation of Liability. EXCEPT FOR LICENSOR'S LIABILITY ARISING UNDER SECTION 7 (NONINFRINGEMENT), LICENSOR'S TOTAL LIABILITY TO LICENSEE, IN TORT, CONTRACT OR OTHERWISE RELATING TO THIS AGREEMENT OR AN ORDER, WILL BE LIMITED TO THE AMOUNT OF LICENSE FEES PAID BY SUCH LICENSEE TO LICENSOR UNDER SUCH ORDER. EXCEPT FOR EITHER PARTY'S LIABILITY UNDER SECTIONS 6 (CONFIDENTIALITY) AND 7 (NONINFRINGEMENT),

UNDER NO CIRCUMSTANCES WILL EITHER PARTY 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. The rights and remedies set out in this Agreement allocate the risks between Licensor and each Licensee under this Agreement and the fees set out in an Order reflect the allocation of risks.

12. Term; Termination.

a) This Agreement will commence as of the date set forth above and will continue in effect until terminated as set forth in this Agreement or as agreed to by the parties. Each Order will be effective as of the date set forth in such Order and will remain in effect until its expiration. Any Order entered into before the termination of this Agreement will remain in full force and effect for its entire term and this Agreement will remain in full force and effect for purposes of the Order until the termination of such Order, or in the case of perpetual licenses granted under an Order, for the duration of the license.

b) Either party may terminate this Agreement or any Order 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 Licensed Products, unless such term license is renewed; (ii) termination or expiration of the license to any of the Licensed Products for any reason; or (iii) termination of an Order, Licensee will immediately cease use of the applicable Licensed Products and delete and/or remove all copies of such products from its servers, terminals and other computer systems and promptly return or destroy all copies of the Licensed Products and Confidential Information in Licensee's possession in accordance with Section 6(d). If requested, Licensee will certify compliance with the foregoing in writing.

d) Sections 5 (Fees, Payment Terms), 6 (Confidentiality), 7 (Noninfringement), 10 (Warranties, Disclaimers), 11 (Limitation of Liability), 12 (Term, Termination), 16(e) (General), 17 (Applicable Law), 18 (Audit Rights) 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.

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. 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.

15. 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 Licensed Products. 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.

16. 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 Licensed Products is required, delivery of the Licensed Products 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 Licensed Products, Enhancements or key codes electronically via the Internet or permit Licensee to download the Licensed Products, Enhancements or key codes from Licensor's website.

e) Licensee agrees not to export, re-export, or provide the Licensed Products to any person or entity where such export, re-export or provision violates any U.S. export control law or regulation.

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.

17. 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.

18. Audit Rights. Licensor will have the right, upon five (5) business days' notice to Licensee, one (1) time per each twelve (12) month period and at Licensor's sole cost and expense during regular business hours to conduct an audit of Licensee's use of the Licensed Products. Any such audit will consist solely of a review of Licensee's compliance with the terms and conditions of this Agreement and an Order, including, if necessary, an examination of the Computer. Licensee will provide all reasonable assistance to Licensor during such review. If an audit determines that Licensee's use of the Licensed Products fails to comply with the terms of the Agreement and an Order, Licensee will, in addition to purchasing the required licenses, reimburse Licensor for the cost of such audit.

19. U.S. Government Restricted Rights. If Licensee is an agency of the United States Government, the Licensed Products will be deemed "commercial computer software" or "commercial computer software documentation" and the Government's rights with respect to such Licensed Products and Documentation are limited by the terms of this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

20. 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 Licensed Products 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.