

VeriMove/VeriMove Express Terms

1. Customer Obligation.

a) Customer will comply with all applicable laws, rules and regulations with respect to the use of VeriMove or VeriMove Express (collectively, "VeriMove") and the data provided with VeriMove. Customer will also comply with any other requirements that may be imposed by the United States Postal Service ("USPS") with respect to NCOA/Link and Customer's use of VeriMove in conjunction with NCOA/Link.

b) Customer will provide any assistance reasonably requested by PBSI to confirm Customer's compliance with the obligations set out in the terms set forth herein.

2. License Restrictions.

a) VeriMove will be used by Customer only in conjunction with the USPS' NCOA/Link data product to update a list, system, group or other collection of at least 100 unique names and addresses (herein "Mailing Lists") used for addressing letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other deliverable item handled by the USPS (herein "Deliverables") for delivery by the USPS.

b) Customer has no right to develop or use VeriMove or any NCOA/Link product, service, interface, or any related item or technology to compile or maintain a list or collection of names and addresses or addresses only of new movers or to create other products or data bases or collections of information concerning new movers, histories of address changes, lists or histories of residents, or other informational or data sources based upon information received from or through the NCOA/Link data or technology for the purpose of renting, selling, transferring, disclosing, making available or otherwise providing such information to an entity unrelated to Customer.

c) For the purposes of communicating with addressees on Customer's Mailing Lists and for the purpose of record-keeping, however, Customer is permitted to retain updated addresses so long as not used in violation of Section 2(b) of above, for individuals and entities with whom it has or has had a business relationship, in connection with which it will use the updated address; however, these updated addresses may only be used by Customer and Customer may use them only for carrying out Customer's organizational purposes in connection with that individual or entity and may not transfer, disclose, license or distribute to, or be used by any other entity or individual whatsoever.

d) No proprietary Mailing List that contains both old and corresponding updated address records, or any service product or system of lists that can be used to link old and corresponding updated address records, if updated by use of NCOA/Link, will be rented, sold, transferred, disclosed, made available, or otherwise provided, in whole or in part to Customer's customers or any other individual or entity.

e) VeriMove will only be used inside the United States. Customer will only use VeriMove to update Mailing Lists used to prepare Deliverables that will be deposited with the USPS.

f) Customer will not sublicense, sell, assign, or otherwise transfer rights in, reproduce, perform, attempt to improve, reverse engineer, modify or otherwise change, or prepare derivative works of VeriMove. Any attempt to sublicense, sell, assign, or otherwise transfer rights in, or otherwise distribute VeriMove will be void.

g) Customer acknowledges:

(i) that USPS owns the NCOA/Link data, technology, and system in its entirety including that used in the development of VeriMove;

(ii) that USPS owns and retains rights in the trademark of NCOA/Link and in the registered trademarks UNITED STATES POSTAL SERVICE®, POSTAL SERVICE®, US POSTAL SERVICE®, AND USPS® ;

(iii) that PBSI is providing VeriMove to Customer solely for use with the USPS' NCOA/Link Product under a nonexclusive, limited distribution license from the USPS; and

(iv) that the rights Customer obtains in this license are derived from PBSI's agreement with USPS and Customer obtains from PBSI no broader right than PBSI obtains from USPS, except as to Customer's specific right to use VeriMove to access the NCOA/Link data.

h) Customer acknowledges and agrees that Customer has no right to sublicense, sell, distribute, reproduce, or display USPS trademarks or sell VeriMove or other products under USPS' trademarks;

3. Termination.

a) Customer's license to VeriMove may terminate if: (i) Customer's authorization code, issued by the USPS, as described herein, has expired; (ii) Customer is in breach of any of the provisions set out herein; (iii) the USPS terminates support for the NCOA/Link product; (iv) the Agreement or applicable Order/Addendum is terminated; or (v) upon USPS' request.

b) Upon termination of the license to VeriMove, Customer will immediately cease use of VeriMove, purge VeriMove from its computer systems and return VeriMove to PBSI, including any copies, media, documentation thereto and technical related material thereof.

4. Limitation of Liability. Neither PBSI nor the USPS will be liable for any design, performance or other fault or inadequacy of the NCOA/Link Product or for damages of any kind arising out of or in any way related to or connected with such fault or inadequacy. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement.

5. Indemnification. Notwithstanding any provision set out in the Agreement regarding any limitation of liability, Customer will promptly reimburse PBSI to the full amount of any damages

or other claims that PBSI is required to pay, and will otherwise hold PBSI harmless from demands, costs and damages paid to third parties, which are a result of Customer's failure to comply with any of the obligations set out herein.