

**Exhibit B****PITNEY BOWES INC., DOCUMENT MESSAGING TECHNOLOGIES  
DIRECT CONNECT SOFTWARE LICENSE EXHIBIT**

**IMPORTANT:** The use of any software programs and databases supplied by Pitney Bowes Inc., through its Document Messaging Technologies division ("Pitney Bowes") is conditioned on Client's agreement to be bound by the terms and conditions of this Exhibit. This License Exhibit covers all software programs, databases and user documentation supplied pursuant to the Lease Supplement Agreement into which this Exhibit is incorporated. The software programs and data bases covered by this Exhibit include Pitney Bowes' proprietary programs and databases as well as programs and databases owned by third parties and distributed by Pitney Bowes under a separate license agreement.

**GRANT OF LICENSE:** Pitney Bowes agrees to grant and Client agrees to accept, a non-exclusive and non-transferable licenses to use each of the software programs and data bases along with documentation identified in the LEASE SUPPLEMENT (the "LICENSED PROGRAMS") in accordance with the terms and conditions of this Software License Exhibit..

This Exhibit authorizes the Client to use the LICENSED PROGRAMS only in machine readable form and only in conjunction with the operation of the specific system equipment identified in the Lease Supplement. Any other use with any other equipment is expressly prohibited.

**OWNERSHIP AND USE:** Client may not copy the LICENSED PROGRAMS. Pitney Bowes will provide one (1) copy of the LICENSED PROGRAMS for back-up purposes. The LICENSED PROGRAMS cannot be transferred via any media, including telecommunications lines, other than that on which it is supplied to Client.

Client shall not create by decompilation or otherwise, the source programs or any part thereof from the object program or from other information made available under this Software License Exhibit.

Client shall not sell, transfer, publish, disclose, display, or otherwise make available any Licensed Program or copies thereof to others.

Client acknowledges that the LICENSED PROGRAMS are trade secrets of Pitney Bowes or of the third parties under whose license Pitney Bowes provides the LICENSED PROGRAMS. Client agrees to secure and protect the LICENSED PROGRAMS and copies thereof in a manner consistent with maintenance of Pitney Bowes' rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder.

The terms of this Software License Exhibit are applicable to the LICENSED PROGRAMS only and take precedence over the terms of any purchase order or other document where such term is inconsistent with the terms of this Exhibit.

**OTHER RESTRICTIONS:** Client shall not use, transmit, or permit export of the LICENSED PROGRAMS in any country where such use is not permitted under United States export regulations or any other applicable law. Use, duplication or disclosure by the Government is subject to any additional restrictions as set forth in subdivision (b) (3) (ii) of the Rights to Technical Data and Computer Software clause at 252.227-7013. Client shall not install, download or execute software other than that provided under this Exhibit on the CPU or storage devices associated with this product.

**TERMINATION:** This Software License Exhibit is effective upon delivery of the LICENSED PROGRAMS and shall remain in force until terminated. Client may terminate this Software License Exhibit at any time by destroying the programs and documentation together with all copies. This Software

License Exhibit will terminate automatically if any term of this Software License Exhibit is violated by Client. Termination of the Software License Exhibit shall be in addition to, and not in lieu of any other legal or equitable remedies available to Pitney Bowes.

**LIMITED WARRANTY:** Pitney Bowes warrants for a period of ninety (90) days from the date of delivery that the LICENSED PROGRAMS will perform substantially in accordance with the user documentation.

This warranty is void if the LICENSED PROGRAMS fail to perform as a result of accident, misuse, or due to use with software programs or non-qualifying databases of any party other than Pitney Bowes or if used on any other equipment or system other than the one(s) specifically identified in the Lease Supplement. To the extent that any of the LICENSED PROGRAMS require current data to operate according to the user documentation, if Client does not obtain and install any necessary current data, this warranty is void.

**EXCEPT AS HEREIN SPECIFICALLY PROVIDED, THE LICENSED PROGRAMS ARE PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Pitney Bowes does not warrant that the functions contained in the LICENSED PROGRAMS will meet Client's requirements, or that the operation of the LICENSED PROGRAMS or any data base supplied will be uninterrupted or error free.

Pitney Bowes may, from time-to-time, revise or update the LICENSED PROGRAMS including user documentation, and in so doing, incurs no obligation to furnish such revisions or updates to the Client after ninety (90) day warranty except as provided for Software Maintenance Agreement subscribers. Any revisions or updates issued during the warranty period will be warranted for the remainder of the warranty period.

**LIMITATION OF REMEDIES:** Pitney Bowes' entire liability and Client's exclusive remedy shall be the replacement of any LICENSED PROGRAMS and/or media which are returned to Pitney Bowes.

**IN NO EVENT WILL PITNEY BOWES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS, ARISING OUT OF THE USE OR PERFORMANCE OF SUCH LICENSED PROGRAMS BY CLIENT OR ANY THIRD PARTY EVEN IF PITNEY BOWES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**GENERAL:** This Exhibit and performance hereunder shall be governed by and construed in accordance with the laws of the State of Connecticut.

The waiver or failure of Pitney Bowes to exercise in any respect any right provided for herein shall not be deemed a waiver of any future right hereunder.

If any portions of this Software License Exhibit are invalid under any applicable statute or rule of law to that extent they shall be deemed omitted from this Software License Exhibit.

LICENSEE HAS READ THIS EXHIBIT AND UNDERSTANDS AND AGREES  
TO ABIDE BY ITS TERMS