

Pitney Bowes DMT Sales and Maintenance Agreement Terms

These terms apply to any transaction you enter into with Pitney Bowes Inc., through its Document Messaging Technologies division ("PBDMT") for the purchase of equipment manufactured by PBDMT or a third party ("Equipment"), and maintenance and emergency repair services for such Equipment ("Maintenance Services"). Other provisions, such as software license and maintenance agreement terms, may also apply, depending on your transaction. Separate agreements will cover other software products and services. Please read these provisions carefully as they constitute part of your agreement with PBDMT.

1. Definitions

"Agreement" – the Order and any terms referred to or attached to the Order.

"Order" – the executed order between you and PBDMT for the products covered by the order.

"Installation" – The date Equipment or products sold under this Agreement are made available for use in production.

"You," "Your," or "Client" – the entity identified on the Order.

"PBDMT," "PBI," or "Pitney Bowes DMT" – Pitney Bowes Inc., through its Document Messaging Technologies division

2. Fees

a. **Equipment Fees.** Client will pay the fees specified in the Order and any applicable taxes, within thirty (30) days from the date of PBI's invoice. Client will pay a late charge of one and a half percent (1.5%) per month on any fees not paid by the due date. Client agrees to provide accurate information about base and measured usage rates to PBI. If the information is not accurate, PBI reserves the right to estimate such usage and make adjustments based on actual usage on the Client's next invoice.

b. **Equipment Maintenance Fees.** If the Order specifies the purchase of Maintenance Services, Client will pay the fees for the initial term of one (1) year from the date of installation ("Initial Term"), and any Renewal Period(s) as defined below, upon receipt of PBI's invoice. The fees will be reviewed on an annual basis, and PBI will notify Client in writing of any price increase not less than thirty (30) days prior to the beginning of the Renewal Period. Upon receipt of such notice, Client will have thirty (30) days to reject such increase. If such increase is rejected, the parties will have thirty (30) days from the date of rejection to mutually agree upon a price for the upcoming year. In the event that such negotiation period expires without agreement and PBI is still providing services to Client, Client will be responsible for paying the monthly fee to PBI at the new price until resolution is achieved. In the event there is no agreement as to price, PBI will terminate Maintenance Services. PBI will not be obligated to provide any Maintenance Services before receiving full payment of any applicable invoice.

c. **Volume Overage Fees.** If the Order specifies the purchase of Maintenance Services, PBI will invoice Client for additional fees that result from annual cycle volume overages according to the maximum number of annual cycles per MPS/APS, Flowmaster/FPS/MSE/Rival Inserting System noted on the Order. The overage rate for a MPS/APS, and Flowmaster/FPS/MSE/Rival Inserting System is .0015 cents and .00175 cents, respectively. The number of annual cycles is determined by measuring complete cycles and not individual page counts. If annual cycle amount is not specified then the following standard annual cycle limits will apply per inserter: MPS/APS 18 million cycles, Flowmaster 8 million cycles, FPS/MSE 4 million cycles and Rival 1.5 million cycles.

d. **Taxes.** The fees do not include, and Client is responsible for paying, all charges and taxes which may be imposed or levied upon the sale, purchase, operation, value, possession or use of the Equipment or Maintenance Services, excluding taxes on or measured by PBI's net income, unless Client provides PBI with a valid tax exemption, direct pay or resale certificate.

e. **Late Fees.** To the extent PBI is required to enforce its rights under this Agreement, it may recover all expenses, including reasonable attorneys' fees and interest to the maximum extent permitted by law.

f. **Suspension of Services.** PBI reserves the right to suspend any services during any period in which the Client's account under this or any other agreement with PBI (including any other division or affiliate of PBI) is more than thirty (30) days past due.

3. **Terms For Customized Equipment.** This Agreement provides that PBI will customize Equipment for Client ("Customized Equipment"). After the Order is executed, PBI and Client will mutually agree on a design sample, which will represent the form Client will use with the Customized Equipment and contain accurate marks showing where the dash marks, fold style, and fold lines will be placed (the "Original Design Sample"). Once the Equipment is designed, PBI will notify Client as to the additional quantities of the Original Design Samples it will require at least 60 days before the date on which Client expects delivery, and Client will provide such forms in the quantities needed. Any modifications to the Original Design Sample may require PBI to modify the Customized Equipment design. To the extent Client makes changes to the Original Design

Sample and PBI can accommodate such changes, Client will be charged for the cost of the redesign. If PBI needs to modify the Original Design Sample, there may be a delay in delivery as well as an increase in cost. If such Client directed modifications cannot be made, Client will be required to reimburse PBI for costs incurred in preparing the Customized Equipment according to the Original Design Sample, even if Client does not take delivery of such Equipment. If Client modifies the Original Design Sample after delivery of the Customized Equipment, and, in PBI's judgment, the modification will increase PBI's warranty or Maintenance Service costs, PBI reserves the right to suspend the warranty and Maintenance Services and negotiate new terms with Client. In any event that Client does not take delivery of the Equipment and if a down payment has been made, PBI may retain the portion of such payment as is necessary to recoup its non-recoverable costs in customizing and manufacturing the Equipment.

4. **Equipment Maintenance.** Should Client choose on-call maintenance, as specified on the Order, PBI will provide Maintenance Services for the Equipment (excluding software) that Client identifies on the Order ("Covered Equipment") during the Initial Term or any Renewal Period (collectively, the "Maintenance Services Term").

a. **Obtaining Service.** Client may call for Maintenance Services on the Covered Equipment during the hours of 8am-5pm local time, Monday through Friday, excluding PBI holidays ("Normal Working Hours").

b. **Repair Service.** If PBI determines that repair service is necessary, it will provide such repair via on-site or remote service. If the equipment is Covered Equipment under warranty, and PBI needs to take the Equipment back to its facility, PBI will be responsible for all transportation costs. Repair service for normal wear and tear of Covered Equipment (excluding software) may include the use of new (or equivalent to new) parts and assemblies. Lubricants and other materials needed to service Covered Equipment, except consumable supplies, are provided without additional charge. Parts or assemblies for discontinued Covered Equipment (and Covered Equipment not marketed as new) will be provided only if available. Not included as normal wear is coverage for repairs made necessary due to Client negligence, misuse, external forces, loss of electrical power, power fluctuation, non-PBI service or the use of supplies not meeting PBI's specifications. If off site service is not successful, then a PBI service representative will be sent to Client's location. No hourly charges will be incurred for on-site or off site service on Covered Equipment unless such service is performed outside Normal Working Hours. If Client qualifies it may have additional remedies available under the Client Satisfaction Guarantee as may be established by PBI from time to time.

c. **Replacement Equipment.** If Client wants to replace any of its Covered Equipment or to have additional equipment designated as Covered Equipment, adjustments will be made by mutual agreement. If Client does not want to continue coverage on new replacement equipment, any further Maintenance Services will be subject to PBI's then-current rates.

d. **Client Self-Service Maintenance.** PBI WILL NOT IN ANY EVENT BE LIABLE FOR ANY CLAIMS OF ANY KIND, ASSERTED BY CLIENT OR ANY THIRD PARTY, CAUSED BY THE REMOVAL, MODIFICATION, FAILURE TO MAINTAIN OR BY-PASSING OF BUILT-IN SAFETY FEATURES BY CLIENT.

5. Equipment Maintenance Term.

a. **Initial Term.** For the Initial Term, PBI will provide Client with Maintenance Services as specified on the Order.

b. **RENEWAL PERIOD(S).** UNLESS SUCH RENEWAL IS PROHIBITED BY APPLICABLE STATE LAW, MAINTENANCE SERVICES WILL AUTOMATICALLY RENEW FOR CONSECUTIVE (1) ONE-YEAR TERMS (EACH, A "RENEWAL PERIOD"), UNLESS TERMINATED BY EITHER PARTY AT LEAST SIXTY (60) DAYS PRIOR TO THE RENEWAL DATE OF SUCH TERM. If Client intends not to renew, it must deliver a written notice (the "Termination Notice") via certified mail to PBI at the following address: Pitney Bowes Inc., 37 Executive Drive, Danbury, CT 06810, Attention: Client & Order Management. If PBI intends not to renew, it will deliver a Termination Notice to Client via certified mail at the address on the Order. IN THE EVENT CLIENT ELECTS TO TERMINATE MAINTENANCE SERVICES WITHOUT CAUSE PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR RENEWAL PERIOD, NO PRO-RATA REFUND WILL BE PROVIDED, EVEN IF ANY

PREPAID HOURS OF SERVICE HAVE NOT YET BEEN PERFORMED BY PBI.

6. Warranties.

a. Client Warranties. Client represents and warrants that: (i) it is financially solvent and is able to pay for the Equipment and Maintenance Services contemplated by this Agreement; and (ii) it is using the Equipment for business and commercial purposes and not for personal, family or household use.

b. PBI Equipment Warranty.

(i) Except as explained further below, PBI warrants to Client that Equipment will be free from manufacturing defects in material and workmanship ("Manufacturing Defect(s)") and that it will perform according to PBI's specifications for ninety (90) days from the date of delivery or if installed by Pitney Bowes, then ninety (90) days from the date of Installation ("Warranty Period"). For console inserting systems, the Warranty Period will run for ninety (90) days from the date of delivery or if installed by Pitney Bowes, then ninety (90) days from the date of Installation, or until the system reaches PBI's Equipment usage limits, whichever occurs first.

(ii) Warranty Exclusions. PBI does not assume a warranty obligation for consumable parts or supplies such as print heads and ink or for parts worn out due to extraordinary use of the Equipment or use inconsistent with manufacturer's specifications. This warranty excludes: (a) preventative maintenance, routine service and normal wear and tear; (b) Equipment serviced, repaired or refurbished by persons not certified by PBI to perform such service and repair; (c) damage to the Equipment caused by use of spare parts or supplies not supplied by PBI; (d) damage to Equipment caused by not using the procedures authorized by PBI; or (e) damage caused by integrating Equipment with products or processing equipment of companies other than PBI or its wholly-owned subsidiaries. For this warranty to be valid, Client must operate the Equipment in accordance with PBI's specifications including, without limitation, under suitable temperature, humidity, line voltage, and any other PBI specified environmental conditions and only if Client uses reasonable care in handling, operating, and maintaining the Equipment and uses the Equipment only for the purpose for which it was designed.

(iii) Services Warranty. PBI warrants that any services provided pursuant to this Agreement will be performed in a professional and workmanlike manner.

(iv) Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PBI DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES FOR EQUIPMENT AND SERVICE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(v) Third Party Equipment. PBI makes no warranty of any kind as to the Equipment sold hereunder but manufactured by a third party. PBI agrees to pass through to Client all third party warranties it receives on such Equipment to the extent such warranties are transferable. Further, any Maintenance Services performed by PBI will not include maintaining such Equipment.

7. Limitation on Liability.

- a. PBI'S TOTAL LIABILITY IS LIMITED TO THE FEES PAID BY CLIENT TO PBI FOR THE APPLICABLE EQUIPMENT OR SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- b. PBI WILL HAVE NO LIABILITY FOR ANY DAMAGE YOU MAY INCUR BY REASON OF YOUR NEGLIGENT ACTS OR OMISSIONS, OR YOUR MISUSE OF THE EQUIPMENT.
- c. PBI WILL NOT IN ANY EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND RELATED TO THIS AGREEMENT, EVEN IF PBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Support Services. If Client requests that PBI provide services such as installation, maintenance, training, consulting, systems integration and data conversion or other similar support services ("Support Services"), charges for such services are in addition to the price of the Equipment, unless otherwise specified in the Order. Client's obligation to pay for Support Services is a binding obligation and will survive any termination of this Agreement for whatever reason.

9. Leases or Rentals. Additional terms and conditions apply to leases or rentals of Equipment and leases and rentals are subject to a lease or rental agreement, as the case may be, and must be entered into separately.

10. Delivery; Installation; Risk of Loss; Binding Order; Returns.

a. Delivery. Except as otherwise stated in the Order, Client will pay all costs for transporting the Equipment from PBI's facility to the location designated in the Order. PBI will make commercially reasonable efforts to deliver the Equipment on the delivery date in the Order, but cannot guarantee a specific date.

b. Installation. Client must provide a suitable power source, access, and space for installation according to PBI's specifications. Client must give PBI advance notice of any site problems.

c. Title; Risk of Loss. Title to the Equipment and risk of loss to the Equipment and any embedded software will pass to Client upon delivery to the location in the Order.

d. Binding Order. The Order will become binding upon Client at the earliest of the following: (i) the date the Equipment is shipped to Client; (ii) the date Client

executes the Order, or (iii) the date on which PBI receives the first installment payment if the Equipment is to be paid for in installments. After the date the Order has become binding upon Client, there will be no refund of any deposit made by Client to PBI.

e. Returns. Unless the Equipment fails to conform to the express warranties set forth herein, the Equipment will not be returned to PBI.

11. Security Interest. Client hereby grants PBI a purchase money security interest in the Equipment and in any and all replacements and substitutions therefor, as well as in any proceeds from the sale of such Equipment, for the purpose of securing payment of any balance due hereunder. PBI has the right to recover the Equipment if Client has not paid for it. PBI may file a copy of this Agreement as a financing statement with the appropriate State authorities.

12. Force Majeure. Neither party will be held responsible or incur any liability for any delay or failure to perform any part of the this Agreement if such delay or failure results from causes beyond its control, including, but not limited to, fire, flood, explosion, acts of terrorism, war, labor disputes, embargo, civil or military authority, natural disaster, judicial or governmental action or requirement, or acts of God.

13. Assignment. Neither party may assign this Agreement or Order including by operation of law without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any attempted assignment without consent will be without force and effect.

14. Export Laws. Client agrees: (i) to comply with all applicable U.S. export control laws and regulations; (ii) that all products and technologies received hereunder will only be exported, re-exported or transferred, directly or indirectly, in accordance with these laws and regulations; (iii) that it will not export, re-export, or transfer, directly or indirectly, any products and technologies received hereunder to any destination or to any person if this would be prohibited, in whole or in part, by any U.S. law or regulation or would otherwise be prohibited by any U.S. Government entity or agency; and (iv) to immediately notify PBI in writing if it or one of its affiliates is or becomes listed in any Denied Parties List or if its export privileges or the export privileges of any of its affiliates are denied, suspended or revoked, in whole or in part, by any U.S. Government entity or agency.

15. Entire Agreement. This Agreement, including the Order and all attached exhibits, is the sole and complete agreement between the parties and will not be modified or amended except by a writing signed by all parties. However, software including embedded software provided hereunder is subject to PBI's software license terms. PBI does not accept and will not be subject to any terms and conditions in Client's purchase order, acknowledgement, or any other form, and any such provisions will be deemed rejected.

16. Waiver; Severability; Survival; Governing Law. No waiver of any breach of any provision of this Agreement by any party or the failure of any party to insist on exact performance will constitute a waiver of any other breach of performance of the same or any other provision hereof. If any provision of this Agreement will be or become invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remaining provisions of this Agreement. The provisions of this Agreement which by their meaning and effect are meant to survive the termination or expiration of this Agreement, will so survive. This Agreement will be governed by, construed and interpreted in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.

SORTER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

The following terms apply only if you purchase a Sorter from PBDMT and are in addition to the terms set forth in the Agreement.

THIS SORTER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT ("Sorter License Agreement") is between **PBDMT** and You ("**Licensee**") with PBDMT or one of its affiliates relating to one or more of the imbedded sorter software products named on the Order. The Sorter License Agreement is for software imbedded in a Sorter purchased from PBDMT ("Operating Software") and/or any software licensee may elect to license in connection with such Sorter ("Application Software"). Application Software includes, but is not limited to, Fast Forward, Clear Scan, OCR, AddressScript, and UMove. The terms of this Sorter License Agreement are in addition to, and do not supersede, the terms of the Agreement, except that, with respect to the PBDMT Software (as defined in Section 1.1 below), this Sorter License Agreement does supersede those portions of the Agreement that refer expressly to software (other than those portions that relate to financing with respect to the Licensed Software). In the event of a conflict between the terms of this Sorter License Agreement and the Agreement with respect to the PBDMT Software, the terms of this Sorter License Agreement shall control. LICENSEE'S SIGNATURE ON THE ORDER, OR USE OR CONTINUED USE OF THE PBDMT SOFTWARE, CONSTITUTES LICENSEE'S AGREEMENT TO THIS SORTER LICENSE AGREEMENT.

1 LICENSE

1.1 License Grant and Term: PBDMT grants to Licensee, pursuant to, and subject to Licensee's compliance with, the terms and conditions set forth in this Sorter License Agreement and subject to payment of all applicable license fees relating to the Operating and Application Software (collectively "PBDMT Software"), and Licensee accepts a non-exclusive, non-transferable license to use the PBDMT Software for the Term (the "**License**"). **Term:** Unless terminated as provided herein, the term of the License for the PBDMT Software shall commence on the equipment delivery date and shall continue for a period of one (1) year. Thereafter, this Sorter License Agreement shall be renewed automatically for additional one (1) year periods unless either party gives written notice of its intention not to renew no less than ninety (90) days prior to the anniversary date. In the event Licensee elects to terminate this Sorter License Agreement without cause prior to the expiration of the then-current one (1) year term, no pro-rata refund will be provided.

Application Software provided hereunder requires Licensee to provide testing materials to the United States Postal Service ("USPS") for purposes of ensuring MERLIN compliance. PBDMT assumes no liability for Licensee's failure to obtain USPS approval.

1.2 Software Use: Licensee is authorized to use the PBDMT Software solely for its own internal operations on the sorter indicated in the Order, this Sorter License Agreement or any applicable Statement of Work or similar agreement between PBDMT and Licensee with respect to the PBDMT Software.

1.3 Backup Copies: Licensee shall have the right to make no more than one copy of the PBDMT Software solely for backup and archival purposes and exclusively for Licensee's internal use provided that such copies include all original copyright and other proprietary notices.

1.4 Fees: Commencing on the equipment delivery date, Licensee shall pay to PBDMT the license and maintenance charges described in the Order or if applicable, Exhibit C attached hereto. For any Software Maintenance (as defined in Exhibit A) provided after the first year, pricing will be reviewed on an annual basis. In the event Software Maintenance is terminated by Licensee, Licensee's license rights hereunder shall also terminate.

PBDMT will invoice Licensee for annual license and maintenance charges (or for any *pro rata* portion thereof) on the delivery date and on each subsequent anniversary thereof. Any invoice not paid within thirty (30) days of such timeframe shall carry a late charge at the rate of 1.5% per month from the date such payment is due until paid in full. If Licensee upgrades to a new release, *i.e.*, major enhancements and/or new functionality of the programs licensed by PBDMT, the Software Maintenance services provided hereunder may be transferred to the new release at the then current subscription fee for the new release less credit for fees previously paid hereunder.

If AddressScript™ software is licensed hereunder; advance purchase of blocks of clicks (11-digit finalized answers) is required. Licensee's initial purchase of

clicks shall be set forth in the Order. Licensee agrees to purchase all such clicks from PBDMT. Licensee further understands that if it purchases or otherwise acquires clicks from any other source, Licensee's license will be terminated and PBDMT may seek remedies hereunder.

2 WARRANTY

2.1 Warranty: PBDMT warrants during the Warranty Period that the PBDMT Software will conform to all substantial operational functions of the PBDMT Software described in any documentation provided if installed and used in the operating environment specified therein. The "**Warranty Period**" for the PBDMT Software is ninety (90) days from the date of delivery. If the PBDMT Software does not so conform during the Warranty Period, PBDMT shall, at its option, (i) repair the PBDMT Software or (ii) replace the PBDMT Software. This warranty is void if the PBDMT Software fails to perform as a result of accident, misuse, or due to use with hardware, software programs or non-qualifying databases of any party other than PBDMT. To the extent that the PBDMT Software requires current data to operate in accordance with the documentation, if Licensee does not obtain and install any necessary current data, this warranty is void.

2.2 Warranty Limitation: EXCEPT AS HEREIN SPECIFICALLY PROVIDED, THE PBDMT SOFTWARE IS 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. PBDMT DOES NOT WARRANT THAT THE FUNCTION CONTAINED IN THE PBDMT SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE PBDMT SOFTWARE OR ANY DATABASE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE.

3 PROPRIETARY RIGHTS

3.1 Ownership of PBDMT Software. The PBDMT Software and Materials, and all materials relating thereto (collectively, the "**PBDMT Materials**") are proprietary to PBDMT and/or its licensors and suppliers and shall remain the sole and exclusive property of PBDMT and/or its licensors and suppliers. The PBDMT Software and Materials are protected by United States copyright and international treaty provisions. Licensee shall not sell, transfer, publish, disclose, distribute, display, copy, use or otherwise make available the PBDMT Materials or copies thereof to others except as expressly permitted in this Sorter License Agreement. Licensee shall not remove, disfigure or alter any of the proprietary notices or trademarks incorporated into the PBDMT Materials.

3.2 Security. Licensee shall not sell, transfer, publish, disclose, display, or otherwise make available any PBDMT Software or copies thereof to others. Licensee acknowledges that the PBDMT Software is a trade secret of PBDMT or of the third parties under whose license PBDMT provides the PBDMT Software. Licensee agrees to secure and protect the PBDMT Software and copies thereof in a manner consistent with maintenance of PBDMT's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder.

3.3 No Decompiling. Licensee agrees not to: (a) disassemble, decompile or otherwise reverse engineer the PBDMT Software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the PBDMT Software; (b) alter or modify the PBDMT Software or Materials or create derivative works therefrom; or (c) allow or assist others to do any of the foregoing. All rights in derivative works created by Licensee will be deemed to be the property of and owned by PBDMT or the Third Party provider who provided such content.

4 SOFTWARE MAINTENANCE

4.1 Software Maintenance: Software maintenance for the Operating Software shall be provided as part of your equipment warranty and/or equipment maintenance. Software Maintenance for Application Software is available at an additional charge for as long as PBDMT makes such Software Maintenance generally available to its licensees of the PBDMT Software.

5 LIABILITY

5.1 Limitation of Liability: PBDMT'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY SHALL BE THE REPLACEMENT OF ANY PBDMT SOFTWARE. IF PBDMT IS UNABLE TO DELIVER SUCH A REPLACEMENT, LICENSEE MAY TERMINATE THIS SORTER LICENSE AGREEMENT BY RETURNING THE PBDMT SOFTWARE, AND THE LICENSE FEE FOR ANY UNUSED PERIOD WILL BE REFUNDED. LICENSEE AGREES THAT PBDMT'S LIABILITY FOR USE OF THE PBDMT SOFTWARE BY LICENSEE OR ANY THIRD PARTY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OF WARRANTY, OR OTHERWISE, SHALL NOT EXCEED AMOUNTS PAID BY LICENSEE FOR THE PARTICULAR PBDMT SOFTWARE.

5.2 Excluded Damages: IN NO EVENT WILL PBDMT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST PROFITS, ARISING OUT OF THE USE OR PERFORMANCE OF SUCH PBDMT SOFTWARE, EVEN IF PBDMT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6 TERMINATION

6.1 Termination: This Sorter License Agreement will terminate automatically if any term of this Sorter License Agreement, or Order is violated by Licensee. Termination of the license shall be in addition to, and not in lieu of any other legal or equitable remedy available to PBDMT.

6.2 Injunctive Relief: Licensee acknowledges that any breach of its obligations under this Sorter License Agreement with respect to PBDMT's or a third party's proprietary rights or confidential information will cause PBDMT and/or such third party irreparable injury for which there exists no adequate remedies at law, and therefore PBDMT shall be entitled to injunctive relief, without the posting of any bond, in addition to all other remedies provided by this Sorter License Agreement or available at law.

6.3 Survival: The following shall survive termination of this Sorter License Agreement: Sections 1.4, 2.2, 3, 5, 6.2, 6.3, 7 and 8.

EXHIBIT A TO SORTER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

If Licensee has elected to purchase maintenance from PBDMT, or has included maintenance in its lease payments to PBDMT, for software licensed hereunder ("Software Maintenance"), the following terms and conditions will apply:

1. Services Provided. PBDMT shall provide the following support services:

(a) **Error Correction.** PBDMT shall attempt to correct documented errors in the Software. Errors must be reported to PBDMT within a reasonable time and must be repeatable by PBDMT. PBDMT shall, as expeditiously as possible, use its best efforts to correct such errors, or to provide a software patch or bypass around such error. No warranty is made that all errors can or will be corrected. Licensee shall provide PBDMT with reasonable direct and/or remote access to Licensee's equipment, the Software and all relevant documentation and records, and shall provide such reasonable assistance as PBDMT may request, including, but not limited to, providing sample output and other diagnostic information.

(b) **Updates.** PBDMT shall provide Licensee, at no additional cost, error corrections, modification or minor enhancements (herein called "Updates") for the Software when such Updates are developed or published by PBDMT and made generally available to other licensees of the Software. All Updates shall become part of the Software and shall be subject to the terms of this Sorter License Agreement. Any new products developed or published by PBDMT will be offered to Licensee at PBDMT's then current rates. Determination of whether specific software programs are Updates or new products shall be made solely and exclusively by PBDMT.

(c) **USPS Address Data Directory.** PBDMT shall provide Data Directory updates to be installed by you on a bi-monthly basis to satisfy USPS requirements.

(d) **Sorting Software.** PBDMT shall provide Sorting updates to Licensee as required by the USPS, including all postal rates and classification changes

(e) **Telephone Support Service.** PBDMT will provide twenty-four (24) hours a day, seven (7) days a week, to discuss technical and operational issues pertaining to Software.

7 MISCELLANEOUS

7.1 Binding Effect; Assignment: This Sorter License Agreement shall be binding on and inure to the benefit of parties hereto and their respective successors and permitted assigns. Licensee may not assign this Sorter License Agreement or assign, sublicense or transfer any of its rights hereunder without the prior written consent of PBDMT. In addition, for certain Application Software, the Third Party Content Provider may have to consent to the assignment of any licenses provided hereunder and an additional fee may apply.

7.2 Third Party Content: Various third party software and other documentation ("Third Party Content") may have been incorporated into the PBDMT Software and/or the Materials by PBDMT under permission from PBDMT's licensors and suppliers. Certain Third Party Content provided hereunder requires Licensee be certified by the United States Postal Services. Licensee's failure to obtain such certification shall not impact Licensee's obligation to pay to PBDMT fees due hereunder. In addition, certain Third Party Content requires Licensee to agree to additional terms of use set forth on Exhibit B hereto. If PBDMT's license to any Third Party Content terminates, Licensee agrees: (a) that the Order and all other agreements related thereto (e.g. equipment or software maintenance agreements) shall remain in full force and effect in accordance with their terms; (b) to discontinue and/or return the terminated Third Party Content upon notice from PBDMT; and (c) that PBDMT shall have no further obligation with respect to such Third Party Content.

8 ENTIRE AGREEMENT: This Sorter License Agreement, the Order, the Agreement, any related statement of work, application design agreement or similar document signed by both PBDMT and Licensee, and any other agreement between PBDMT and Licensee expressly referred to herein contain the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior agreements, understandings, promises, representations or warranties made by one party to the other, whether oral or in writing, concerning the subject matter contained herein or the terms or conditions applicable hereto.

2. Licensee Responsibilities.

(a) **Operation.** Licensee is responsible for properly managing and operating the Software.

(b) **Modifications by Licensee.** In no event shall PBDMT be responsible to correct any errors or damages resulting from Licensee's unauthorized changes or modifications of the Software.

(c) **Uninstalled Updates.** Support services shall only be offered with the most current version of the Software. PBDMT shall not be responsible for correcting any alleged error if the Licensee has failed to incorporate any Update, which has been made available by PBDMT.

3. Charges for Maintenance and Support.

(a) Commencing on the equipment delivery date, Licensee shall pay to PBDMT the maintenance charges described in the Sorter License Agreement to which this is an exhibit. Pricing will be reviewed on an annual basis.

(b) In the event maintenance is not included in Licensee's lease payment to PBDMT, PBDMT will invoice Licensee for annual maintenance charges (or for any *pro rata* portion thereof) on the delivery date and on each subsequent anniversary thereof. Any invoice not paid within thirty (30) days of such timeframe shall carry a late charge at the rate of 1.5% per month from the date such payment is due until paid in full.

(c) If Licensee upgrades to a new release, *i.e.*, major enhancements and/or new functionality of the programs licensed by PBDMT, the Software Maintenance services provided hereunder may be transferred to the new release at the then current subscription fee for the new release less credit for fees previously paid hereunder.

EXHIBIT B TO SORTER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

The following terms apply if Licensee licenses certain third party Application Software hereunder.

Software provided by Firstlogic, Inc. and/or its successors and assigns is subject to the following additional terms and conditions.

Directories. Due to United States Postal Service regulations, Licensee, depending on which Licensed Product is being used, must use a current Zip+4 directory ("Directory") to operate the Licensed Software within the mail transport product. The Licensed Software will not operate without a current Directory which is compatible with the Licensed Software. PBDMT, on behalf of Firstlogic and/or its successors and assigns, supplies updated Directories on an annual basis to Licensees for whom such service is subscribed and for whom the annual Software Maintenance fee set forth in the Order is timely paid. In order to continue receiving the Directory updates, the Software Maintenance must be renewed each year and another annual Software Maintenance fee paid to PBDMT. During the term of this Sorter License Agreement, PBDMT will supply Directory updates to each Licensee for such periods for which the applicable Annual Subscription Fees are received by PBDMT. PAYMENT OF THE APPLICABLE ANNUAL SUBSCRIPTION FEES FOR EACH LICENSEE IS REQUIRED TO OPERATE THE LICENSED SOFTWARE WITHIN THE LICENSEE APPLICATION.

Software provided by Computech Corporation and/or its successors and assigns is subject to the following additional terms and conditions.

Dongles. Computech Corporation reserves the right to include a deactivation device ("dongle") in each copy of the CARS II Software. If included, the dongle will prevent the use of such CAR II Software until Computech furnishes the key which will activate the CARS II Software. Dongles are the property of Computech Corporation and are used to prevent unauthorized copying or use of the CARS II Software. Dongles may not be transferred between Licensee unless the corresponding software is transferred under the terms of this Sorter License Agreement. Dongles remain the property of Computech and must be returned by Integrator to Computech upon expiration/termination of each Licensee account.

USPS Terms – DPV/LACS and SuiteLink Product

The following terms apply solely to Your use of the United States Postal Service ("USPS") data that is provided under license from PBDMT.

Capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Agreement. The terms and conditions set forth below supersede any conflicting terms and conditions in the Agreement.

a) The delivery point validation (the "DPV Product"), LACSLink and SuiteLink and any updates, materials, know-how, computer code, and technical information (hereinafter collectively, the "USPS Data") are confidential and proprietary to the USPS and shall remain the property of USPS. You shall maintain the USPS Data in strict confidence in accordance with the terms of the Agreement.

b) You are prohibited from: (i) modifying, improving, correcting, or enhancing the USPS Data in any way; (ii) combining the USPS Data, or any portion thereof, with other information, data, software or the like to create any derivative product of the USPS Data; or (iii) making or reducing to practice any invention, idea or concept, whether patentable or not, on or relating to the USPS Data, or any portion thereof, without the prior written approval of USPS.

c) You shall not: (i) use the USPS Data or any of its technology to compile a list of delivery points not already in Your possession or to otherwise create a mailing list or portion thereof; (ii) rent, sell, distribute or otherwise provide any of your proprietary address lists, service products, or other system of records that contain address attributes derived or updated through the use of the USPS Data; or (iii) in addition to the foregoing, use SuiteLink for any purposes other than for improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other item that will be delivered by USPS.

d) You are not permitted to export the USPS Data outside the United States or its territories.

e) You agree and acknowledge that USPS retains all right, title and interest in the USPS Data, and all trademarks, trade dress, service marks, trade secrets, copyrights, patents and other intellectual property rights related thereto.

f) The USPS shall be a third party beneficiary with respect to the license to the USPS Data granted hereunder and thereby shall have the right to directly enforce against You the restrictions with respect to the USPS Data set out herein.

g) NEITHER PBDMT NOR THE USPS SHALL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE USPS DATA. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement.

h) To satisfy USPS requirements THE DPV PRODUCT SHALL CONTAIN DISABLING DEVICE(S) DESIGNED TO PREVENT USE NOT PERMITTED BY THIS LICENSE. PBDMT shall document all disabling devices to You. In the event You encounter the "Stop DPV Processing" function, You shall contact PBDMT in order to restore DPV processing capability. PBDMT shall immediately notify USPS of Your name and address. At the sole discretion of the USPS, PBDMT may not have the right to restore Your DPV processing capability.

i) Notwithstanding any provision set out in the Agreement regarding any limitation of liability, You shall promptly reimburse PBDMT to the full amount of any damages or other claims that PBDMT is required to pay, and shall otherwise hold PBDMT harmless from demands, costs and damages paid to third parties, which are a result of Your failure to comply with any of the obligations set out in these provisions.

j) Notwithstanding anything to the contrary elsewhere in the Agreement or any applicable order, the USPS Data is not licensed on a perpetual basis, and may only be licensed for the limited term set out in the applicable order. You may elect to renew Your term license the USPS Data to the extent PBDMT continues to offer a license to the USPS Data, for an additional term upon payment of the applicable renewal fees. PBDMT shall have the right to terminate Your license to the USPS Data if (i) the USPS cancels PBDMT's right to distribute the USPS Data, (ii) You are in breach of any of the foregoing provisions; or (iii) the Agreement or Order is terminated.