



SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

for

SendSuite® Tracking Software
SendSuite Xpress™ Software
Ascent® Mail Center Management Software
All Arrival® Tracking Software
LobbyTrac™ Arrival® Visitor Tracking Software

THIS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT is between Pitney Bowes Inc., a Delaware corporation, with offices at 3001 Summer Street, Stamford, CT 06926, ("**Pitney Bowes**") and the customer ("**Licensee**") named in the sales agreement ("**Sales Agreement**") or lease agreement (which agreement may include financing provisions) ("**Lease Agreement**") with Pitney Bowes or one of its affiliates relating to one or more of the software products named above (whichever of the Sales Agreement or the Lease Agreement is applicable is referred to herein as the "**Sales/Lease Agreement**"). The terms of this Agreement are in addition to, and do not supersede, the terms of the Sales/Lease Agreement, except that, with respect to the Pitney Bowes Software (as defined in Section 1.1 below), this Agreement does supersede those portions of the Sales/Lease 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 Agreement and the Sales/Lease Agreement with respect to the Pitney Bowes Software, the terms of this Agreement shall control. LICENSEE'S SIGNATURE BELOW OR USE OF THE PITNEY BOWES SOFTWARE CONSTITUTES LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE AGREEMENT.

1 LICENSE

1.1 License Grant and Term. Pitney Bowes grants to Licensee, pursuant to, and subject to Licensee's compliance with, the terms and conditions set forth in this Agreement and subject to payment of all applicable license fees relating to the Pitney Bowes Software, and Licensee accepts a non-exclusive, non-transferable license to use the Pitney Bowes Software for the Term (the "**License**"). The "**Term**" is: (a) a perpetual term in the case of Pitney Bowes Software subject to a Sales Agreement; and (b) the term of the applicable Lease Agreement in the case of Pitney Bowes Software subject to a Lease Agreement. This license does not include the right to grant sublicenses. "**Pitney Bowes Software**" means: (a) whichever of the software named above that is listed, with prices, in the Sales/Lease Agreement, (b) any Pitney Bowes proprietary software that interfaces the software named above to any Pitney Bowes equipment, and (c) any other Pitney Bowes proprietary software and third party proprietary software that are listed, with prices, in the Sales/Lease Agreement and are directly related to Licensee's use of the software referred to in clause (a). Notwithstanding the foregoing, "Pitney Bowes Software" excludes any Pitney Bowes proprietary software and any third-party software that is subject to a separate software license agreement ("**Excluded Software**"). All obligations with respect to Excluded Software shall be exclusively governed by such separate software license agreement and, in the case of Excluded Software that is third-party software, shall be exclusively owed to Licensee by the third-party licensor thereof.

1.2 Software Use. Licensee is authorized to use the Pitney Bowes Software and the User Manual (as defined in Section 1.4) solely for its own internal operations at the location(s) indicated in the Sales/Lease Agreement, this Agreement or any applicable Statement of Work or Statement of Work Addendum (collectively, a "**SOW**"). Notwithstanding the foregoing, the Pitney Bowes Software may only be installed and used outside of the United States when the base application of the Pitney Bowes Software is installed within the United States. Licensee shall not use the Pitney Bowes Software in the operation of a time-sharing or service bureau arrangement or as an application service provider. Licensee shall not allow access to the Pitney Bowes Software through any other means than those indicated in the Sales/Lease Agreement or in any applicable SOW. If this License is for a designated computer system, no authorization is required from Pitney Bowes to transfer the Pitney Bowes Software from one computer system to another at such location(s). However, transfer of the Pitney Bowes Software to another Licensee location shall require prior written consent of Pitney Bowes, which shall not be unreasonably withheld. Upon completion of the transfer, Licensee shall certify to Pitney Bowes in writing that all copies of the Pitney Bowes Software at the prior location were either transferred to the new location or destroyed.

1.3 Computer System. Licensee is authorized to install and use the Pitney Bowes Software on a server or, if deployed in a client/server configuration, on load balanced application servers, in either case with user access as defined in the User Manual or applicable SOW. If Licensee wishes to add additional computer servers or systems or users to the computer system environment, then Licensee shall so notify Pitney Bowes, which shall deliver the Pitney Bowes Software or provide access to the Pitney Bowes Software upon payment of any applicable additional fees.

1.4 User Manual. Licensee is entitled to one (1) copy of the applicable User Manual in electronic, paper or other form as usually accompanies the Pitney Bowes Software for each License granted. "**User Manual**" means any manual and other written documentation (including on-line documentation) supplied by Pitney Bowes to Licensee at the time of delivery of, and

for use with, the Pitney Bowes Software or in connection with Software Maintenance (as defined in Exhibit A) (other than updates or enhancements, if any, relating to carrier compliance), in each case where such manual or other documentation describes the core functionality of the Pitney Bowes Software. Pitney Bowes may make changes in the User Manual to correct or remove errors in documentation and to bring the User Manual into substantial compliance with the Pitney Bowes Software.

1.5 Backup Copies. Licensee shall have the right to make no more than two (2) copies of the Pitney Bowes 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.

1.6 Fees. Fees for the License and Software Maintenance, if applicable, are included in payments under the Sales/Lease Agreement. If the number of locations or the number of users or computer systems exceeds what is permitted by and/or paid for under the Sales/Lease Agreement, Pitney Bowes and its affiliates may charge Licensee for, and Licensee shall pay, the appropriate license and Software Maintenance fees based on such excess in accordance with the applicable rates then in effect. Value-based services separately stated in the Sales/Lease Agreement may bear a separate charge as stated therein.

1.7 Reservation of Rights. Any right not specifically granted in this Agreement by Pitney Bowes is expressly reserved. Nothing herein grants Licensee any ownership rights to the Pitney Bowes Software, or any ownership rights or license to the trademarks, copyrights, trade secrets and patents of Pitney Bowes or Pitney Bowes's licensors, other than as is necessary to execute the Pitney Bowes Software as permitted herein.

2 WARRANTY

2.1 Warranty. (a) Pitney Bowes warrants during the Warranty Period that the Pitney Bowes Software will conform to all substantial operational functions of the Pitney Bowes Software described in the User Manual if installed and used in the operating environment specified therein or in the applicable SOW. The "**Warranty Period**" for the Pitney Bowes Software is ninety (90) days from the date of installation; provided that, due to its installation procedures, the Warranty Period for the SendSuite® shipping software for multiple sites ("**Multi-Site Software**") is ninety (90) days from the date of Acceptance of the Multi-Site Software. "Acceptance" shall be deemed to have occurred when Licensee has indicated its acceptance of the Pitney Bowes Software or when the Pitney Bowes Software has been installed and conforms to all substantial operational functions as described in the User Manual therefor. Licensee shall not unreasonably withhold or delay its acceptance. If the Pitney Bowes Software does not so conform during the Warranty Period, Pitney Bowes shall, at its option, (i) repair the Pitney Bowes Software, (ii) replace the Pitney Bowes Software or (iii) as may be applicable, refund the License fee paid under a Sales Agreement for the non-conforming Pitney Bowes Software or, if the Pitney Bowes Software is subject to a Lease Agreement, refund payments made for the License fee and secure a release from future payments with respect to such License fee under such Lease Agreement. In the case of clause (iii), this Agreement shall be deemed to be terminated as it applies to the relevant Pitney Bowes Software.

(b) If Pitney Bowes supplies carrier rate information ("**Rate Information**") to Licensee in connection with this Agreement, the media upon which the Rate Information is supplied are warranted to be free from defects for a period of ninety (90) days after installation (or after Acceptance in the case of the Multi-Site Software). Licensee's sole remedy for breach of this warranty shall be replacement of the Rate Information media. The Rate Information itself, although obtained from carriers or other sources believed to be reasonably reliable, is not warranted to be accurate, complete or correct. Pitney Bowes shall have no liability for any damages Licensee may incur as a result of Licensee's use of the Rate Information.

(c) The warranties in this Agreement shall not apply if the Pitney Bowes Software fails to perform as a result of: (i) the Pitney Bowes Software not having been used in a manner authorized by this Agreement or for the ordinary purpose for which it is designed or in accordance with the applicable SOW; (ii) the Pitney Bowes Software having been altered, modified, converted or repaired by anyone other than Pitney Bowes; (iii) the Pitney Bowes Software having been used with any Licensee or third-party hardware or software not specified in the applicable SOW; (iv) negligence, accident, misuse, abuse, operator error or any other cause within Licensee's control; (v) virus, contamination, loss of data, external forces, loss of electrical power or power fluctuation; (vi) casualty or sabotage; (vii) breach of this Agreement by Licensee; or (viii) any use of the Pitney Bowes Software beyond the number of locations or the number of computer systems permitted by and/or paid for under the Sales/Lease Agreement, except, in the case of clause (iv), (v) or (vi), to the extent the same results from Pitney Bowes's negligence or willful misconduct.

2.2 Warranty Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT: THE PITNEY BOWES SOFTWARE, EXCLUDED SOFTWARE, USER MANUAL, SOFTWARE MAINTENANCE AND OTHER SERVICES RELATING TO ANY OF THE FOREGOING ARE PROVIDED "AS IS"; AND PITNEY BOWES DOES NOT MAKE, AND LICENSEE SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PITNEY BOWES SOFTWARE, EXCLUDED SOFTWARE, USER MANUAL, SOFTWARE MAINTENANCE, OTHER SERVICES RELATED TO ANY OF THE FOREGOING OR ANY INFORMATION GENERATED BY LICENSEE'S USE OF THE PITNEY BOWES SOFTWARE, EXCLUDED SOFTWARE OR USER MANUAL. THE EXPRESS WARRANTIES GIVEN IN THIS AGREEMENT ARE GIVEN IN LIEU OF ALL OTHER EXPRESS OR IMPLIED

WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF OR RELATING TO RESULTS, ACCURACY, PERFORMANCE, RESOURCE UTILIZATION OR INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, PITNEY BOWES DOES NOT REPRESENT OR WARRANT THAT THE PITNEY BOWES SOFTWARE OR EXCLUDED SOFTWARE WILL MEET LICENSEE'S OR ANY THIRD-PARTY'S REQUIREMENTS, WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR FREE FROM OTHER DEFECT OR FAILURE, OR WILL BE COMPATIBLE WITH OR OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE OR HARDWARE SELECTED OR USED BY LICENSEE OR ANY THIRD-PARTY, OR THAT ANY DEFECT THEREIN OR IN THE SOFTWARE MAINTENANCE IS CORRECTABLE. Some states do not allow the disclaimer of implied warranties. Therefore, the above disclaimer may not apply to Licensee.

3 PROPRIETARY RIGHTS

3.1 Ownership of Pitney Bowes Software. The Pitney Bowes Software, and all materials relating thereto, including, but not limited to, the User Manual, computer software (in object and/or source code form), script, programming code, data, information or HTML script, modifications, enhancements, adaptations or customizing thereof, and derivative works, and all trade secrets, know-how, methodologies and processes related to any of the foregoing and all copyrights, trademarks, patents, trade secrets and other proprietary rights inherent in or appurtenant to any of the foregoing (collectively, the "**Pitney Bowes Materials**") are proprietary to Pitney Bowes and/or its licensors and suppliers and shall remain the sole and exclusive property of Pitney Bowes and/or its licensors and suppliers. The Pitney Bowes 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 Pitney Bowes Materials or copies thereof to others except as expressly permitted in this Agreement. Licensee shall not remove, disfigure or alter any of the proprietary notices or trademarks incorporated into the Pitney Bowes Materials. The Pitney Bowes Materials, and all copies thereof, including translations, compilations, partial copies, modifications and updated works, are the property of Pitney Bowes and/or its licensors and suppliers.

3.2 Security. Licensee agrees to: (a) secure and protect the Pitney Bowes Materials and copies thereof in a manner consistent with the maintenance of Pitney Bowes's rights therein; and (b) take appropriate action by instruction or agreement with its employees and consultants who are permitted access to the Pitney Bowes Materials to: (i) prevent the Pitney Bowes Materials or copies thereof from being acquired by unauthorized persons or put to unauthorized use, (ii) prevent unauthorized copies of the Pitney Bowes Materials, and (iii) otherwise satisfy its obligations hereunder. Licensee shall be responsible for any such unauthorized acquisition, use or copying or other breach of its obligations under this Agreement.

3.3 No Decompiling. Licensee agrees not to: (a) disassemble, decompile or otherwise reverse engineer the Pitney Bowes Software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Pitney Bowes Software; (b) alter or modify the Pitney Bowes Software create derivative works therefrom; or (c) allow or assist others (including, but not limited to, Licensee's employees and consultants who are permitted access to the Pitney Bowes Materials) 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 Pitney Bowes.

3.4 Permitted Pitney Bowes Actions. During the term of the License, if Licensee is enjoined from (or Pitney Bowes believes Licensee may be enjoined from) using the Pitney Bowes Software as a result of any action or proceeding based upon any Claim (as defined in Section 6.3), or if Pitney Bowes believes that a Claim may arise, or a Claim has been asserted, Pitney Bowes may, at its own expense and without diminishing its indemnification obligations under this Agreement: (a) procure for Licensee the right to use the Pitney Bowes Software; (b) provide Licensee with substitute software with the substantial operational functions of the original Pitney Bowes Software; (c) modify the Pitney Bowes Software, provided that it has the substantial operational functions of the original Pitney Bowes Software; or (d) terminate this Agreement as it applies to the relevant Pitney Bowes Software. If this Agreement is terminated pursuant to this Section, Pitney Bowes shall:

- (1) if Licensee is a party to a Sales Agreement with respect to the Pitney Bowes Software, refund to Licensee an amount equal to: (A) the license fee paid for the Pitney Bowes Software, multiplied by a fraction of which: (i) the numerator is thirty-six (36) minus the number of months between the commencement of the Warranty Period and the effective date of termination; and (ii) the denominator is thirty-six (36); plus (B) any prepaid fees for Software Maintenance for the period after the effective date of termination; or
- (2) if Licensee is a party to a Lease Agreement with respect to the Pitney Bowes Software, secure for Licensee a release from its payment obligations with respect to the License fee for the Pitney Bowes Software and its other payment obligations with respect to any such Software Maintenance fees included in its payments under the Lease due after the effective date of termination of this Agreement.

4 SOFTWARE MAINTENANCE; TRAINING

4.1 Software Maintenance. Software Maintenance (as defined in Exhibit A) for the Pitney Bowes Software shall be provided during the Warranty Period at no additional cost to Licensee as an ancillary feature of the License in accordance with the terms in such Exhibit. Software Maintenance may be available after the Warranty Period at an additional charge for

as long as Pitney Bowes makes such Software Maintenance generally available to its licensees of the Pitney Bowes Software.

4.2 Training. Pitney Bowes will provide product training and other services as specified in the Sales/Lease Agreement and/or applicable SOW.

5 LIABILITY

5.1 Limitation of Liability. PITNEY BOWES'S AND ITS AFFILIATES' TOTAL LIABILITY UNDER OR RELATING TO THIS AGREEMENT AND THE PITNEY BOWES SOFTWARE (WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT OR OTHERWISE) SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO PITNEY BOWES AND ITS AFFILIATES BY LICENSEE UNDER OR RELATING TO THIS AGREEMENT AND THE RELEVANT PITNEY BOWES SOFTWARE DURING THE SIX-MONTH PERIOD PRECEDING THE DATE THE APPLICABLE CLAIM(S) AROSE, REGARDLESS OF WHEN NOTICE OF SUCH CLAIM(S) WAS GIVEN. NOTWITHSTANDING THE FOREGOING, PITNEY BOWES'S AND ITS AFFILIATES' ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY WITH RESPECT TO THE PROVISION OF MAINTENANCE SUPPORT IS, AT PITNEY BOWES'S OPTION, REFUND OF AMOUNTS PAID FOR SOFTWARE MAINTENANCE FOR THE RELEVANT PITNEY BOWES SOFTWARE DURING SUCH SIX-MONTH PERIOD, REPLACEMENT OF ANY DEFECTIVE MEDIA, OR PROVISION AGAIN BY PITNEY BOWES OF SUCH SOFTWARE MAINTENANCE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR BODILY INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION OR TO AMOUNTS THAT MAY BE OWED TO THIRD PARTIES WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.1. WITHOUT LIMITING THE FOREGOING, PITNEY BOWES SHALL HAVE NO LIABILITY WITH RESPECT TO EXCLUDED SOFTWARE.

5.2 Excluded Damages. NEITHER PITNEY BOWES NOR LICENSEE NOR ANY OF THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY UNDER OR RELATING TO THIS AGREEMENT OR THE PITNEY BOWES SOFTWARE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS, LOST BUSINESS, LOST GOODWILL, LOST OR DAMAGED DATA, WORK STOPPAGE OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHAT LEGAL OR EQUITABLE THEORY MAY BE ASSERTED. THE FOREGOING DOES NOT APPLY TO AMOUNTS THAT MAY BE OWED TO THIRD PARTIES WITH RESPECT TO INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 OR TO OBLIGATIONS UNDER **SEPARATE CARRIER AGREEMENTS RELATED TO THE THIRD PARTY CONTENT AVAILABLE TO YOU AS CLICK THROUGH AGREEMENTS ("CARRIER AGREEMENTS")**.

6 INDEMNIFICATION

6.1 By Pitney Bowes. Pitney Bowes shall indemnify, defend and hold Licensee harmless from all claims and suits (including reasonable attorneys fees) against Licensee by a third party alleging infringement of a copyright, trademark, trade dress, trade secret or patent arising out of Licensee's authorized use of the Pitney Bowes Software during the term of the License. Pitney Bowes shall have no obligation to indemnify, defend and hold Licensee harmless with respect to any claim or suit that is: (a) based on any Third-Party Content (as defined in Section 9.8) except to the extent that Pitney Bowes's licensors or suppliers of such Third-Party Content have indemnified, defended and held Pitney Bowes harmless; (b) based on an event that would cause the warranty in this Agreement to be inapplicable under Section 2.1(c)(i), (ii) or (iii) (whether during or after the Warranty Period); or (c) not based on the most current release of the Pitney Bowes Software made available to Licensee to the extent that such claim or suit could have been avoided or mitigated by Licensee's use of such most current release. The provisions of this Section shall constitute the entire liability of Pitney Bowes with respect to a copyright, trademark, trade dress, trade secret or patent infringement claim or suit.

6.2 By Licensee. Licensee shall indemnify, defend and hold Pitney Bowes harmless from all claims and suits (including reasonable attorneys fees) against Pitney Bowes by a third party based on: (a) any event that would cause the warranty in this Agreement to be inapplicable under Section 2.1(c)(i), (ii) or (iii) (whether during or after the Warranty Period); or (b) use of a release of the Pitney Bowes Software that is not the most current release made available to Licensee to the extent that such claim or suit could have been avoided or mitigated by Licensee's use of such most current release.

6.3 Procedures. Licensee or Pitney Bowes (the "**Indemnified Party**") shall give the other (the "**Indemnifying Party**") prompt written notice of any matter with respect to which the Indemnified Party intends to seek indemnification under this Agreement (a "**Claim**"), provided, that the failure or delay in providing such notice shall not relieve the Indemnifying Party from any obligation to indemnify the Indemnified Party except to the extent that such failure or delay prejudices the defense of any such Claim. The Indemnifying Party may, at its election, conduct and control the defense of the Claim with counsel selected by it, subject to the Indemnified Party's consent, not to be unreasonably withheld or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and its counsel in investigating and/or contesting any Claim. No compromise or settlement of the Claim may be effected by the Indemnifying Party without the Indemnified Party's prior written consent (which will not be unreasonably withheld or delayed), unless (a) there is no finding or admission of any

violation of law by the Indemnified Party, and (b) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party.

7 TERMINATION

7.1 Termination. (a) This Agreement may be terminated: (i) by Pitney Bowes or Licensee, immediately upon written notice to the other party if the other party becomes insolvent, seeks protection under any bankruptcy, receivership, trust, deed, creditors arrangement, composition or comparable proceeding, proceedings in bankruptcy or insolvency are instituted against the other party, or a receiver is appointed with respect to the other party, or if any substantial part of the other party's assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution; or (ii) by Pitney Bowes, upon written notice to Licensee, as provided in Section 3.4; or (iii) by Pitney Bowes or Licensee, upon written notice to the other, in the event of a material breach of this Agreement or the Sales/Lease Agreement by such other party that is not cured within thirty (30) days after receipt by such other party of written notice thereof.

(b) The License shall immediately terminate upon: (i) Licensee's unauthorized use, transfer or copying of the Pitney Bowes Materials, or any portion thereof; or (ii) Licensee's breach of Section 3.1-3.3 or 9.14 or the Carrier Agreements.

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

7.3 Remedies. Except as otherwise expressly provided in this Agreement, the obligations of Pitney Bowes to Licensee in respect of any breach of any term, condition or warranty (whether implied, by statute or otherwise) shall be limited, at Pitney Bowes's option, to: (a) using commercially reasonable efforts to correct or replace the defective feature of the Pitney Bowes Software in breach of such term, condition or warranty; or (b) the resupply or cost of resupply of any services. Such obligations shall only apply if Pitney Bowes is given written notice of such breach within thirty (30) days after the occurrence of such breach.

7.4 Effect of Termination. Upon termination of the License or this Agreement, Licensee shall cease use of the Pitney Bowes Materials and shall irretrievably delete and/or remove such items from its servers, terminal and other computer systems and, to the extent not so deleted and/or removed, return such items, together with all copies thereof, to Pitney Bowes; and Licensee shall certify compliance with the foregoing in writing.

7.5 Survival. The following shall survive termination of this Agreement: Sections 2.2, 3.1-3.3, 5, 6, 7.2, 7.4, 7.5 and 9 and the portions of the Carrier Agreements indicated therein as surviving.

8 FORCE MAJEURE

A party hereto shall be excused from any obligation under this Agreement (other than payment and confidentiality obligations) to the extent and for so long as non-fulfillment of such obligation is due to fire, flood, storm, earthquake, epidemic, strike, civil war, riot, terrorism, explosion, compliance with any law, order or decree of any court or government agency or other cause beyond such party's reasonable control; provided, however, that such party's non-fulfillment of its obligation does not exceed ninety (90) days in duration.

9 MISCELLANEOUS

9.1 Governing Law. This Agreement and the rights and duties set forth herein, shall be governed by and construed in accordance with the laws of the State of Connecticut, but without recourse to that state's conflict of laws provisions. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. In the event of any dispute arising out of or relating to this Agreement, a suit shall be brought only in a federal or state court of competent jurisdiction located in Fairfield County in the State of Connecticut.

9.2 Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

9.3 Modifications. This Agreement may not be modified or amended in any way except in writing signed by duly authorized representatives of Pitney Bowes and Licensee or as otherwise expressly provided herein. In no event shall terms contained in any Licensee purchase order be made a part of or supersede this Agreement.

9.4 Notices. Any notice under this Agreement may be given by delivery: in the case of notices to Licensee, to Licensee at its address in the Sales/Lease Agreement or the address to which Pitney Bowes or any of its affiliates sends invoices to

Licensee; and in the case of notices to Pitney Bowes, to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926, Attn: President, U.S. SMB, with a copy at such address to: Attn: Deputy General Counsel (MSC 64-03).

9.5 Non-waiver. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other or subsequent breach or default. Failure or delay by either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

9.6 Binding Effect; Assignment. This 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 Agreement or assign, sublicense or transfer any of its rights hereunder without the prior written consent of Pitney Bowes; provided, however, that Licensee may assign this Agreement to an affiliate of Pitney Bowes for the purpose of such entity providing Licensee financing with respect to the Pitney Bowes Software.

9.7 Confidentiality. Licensee acknowledges that the Pitney Bowes Materials contain proprietary and confidential information. Licensee will not disclose or show the Pitney Bowes Materials, or any part thereof, to anyone for any purpose other than in order to enable Licensee to use the Pitney Bowes Materials in accordance with the terms of this Agreement. Upon termination of this Agreement, except as otherwise provided in Section 7.4, Licensee shall return all copies of the Pitney Bowes Materials. This Agreement (including any amendments) is confidential information of Pitney Bowes and shall not be disclosed by Licensee.

9.8 Third Party Content; Regulated Functionality. Various third party software and other documentation ("**Third Party Content**") may have been incorporated into the Pitney Bowes Materials by Pitney Bowes under permission from Pitney Bowes's licensors and suppliers. The United States Postal Service ("**USPS**") or other governmental bodies may regulate certain functionality of the Pitney Bowes Software. Special terms and conditions applicable to the Third Party Content or such functionality are included in **the Carrier Agreements**; and Licensee agrees to be bound by and to comply with such terms and conditions. Any terms and conditions in such Carrier Agreements that are inconsistent with, or in addition to, the terms and conditions of the rest of this Agreement shall control with respect to the Third Party Content or such functionality. Pitney Bowes may amend such Carrier Agreements from time to time, by providing the revised portions of such Agreements to Licensee, to reflect (a) changes in Pitney Bowes's arrangements with its licensors or suppliers for Third-Party Content, or (b) regulatory requirements. Notwithstanding the foregoing, any separate software license agreement provided with any Excluded Software shall apply to such Excluded Software.

9.9 Termination of Third Party Content. If Pitney Bowes's license to any Third Party Content terminates, Licensee agrees: (a) that the Sales/Lease Agreement and all other agreements between Pitney Bowes or any of its affiliates and Licensee related thereto (e.g., equipment or software maintenance agreements) shall remain in full force and effect in accordance with their terms; (b) to discontinue use of, and/or return the terminated Third Party Content upon notice from Pitney Bowes; and (c) that Pitney Bowes shall have no further obligation with respect to such Third Party Content.

9.10 Other Functionality. Licensee shall be solely responsible for: (a) entering into its own arrangements with third parties, including carriers, for software functionality not provided by Pitney Bowes as part of the Pitney Bowes Software; and (b) payment of all fees for third-party software not expressly included in the License fee paid under the Sales/Lease Agreement, including, without limitation, fees associated with Licensee's operating environment.

9.11 Licensee Cooperation. For increased visibility of both Pitney Bowes and Licensee, Licensee agrees that: (a) Pitney Bowes may refer to Licensee as a Pitney Bowes customer and to Licensee's use of the Pitney Bowes Software in a press release, public statement or sales and marketing material; (b) at Pitney Bowes's request, Licensee will speak at one (1) industry seminar or trade show per year, subject to Licensee's reasonable availability therefor and with Licensee's reasonable out-of-pocket travel expenses paid for by Pitney Bowes; (c) Pitney Bowes may publish a case study(s) about Licensee's use of the Pitney Bowes Software, and use all or portions of such study(s) for marketing, promotional and other reasonable purposes. Licensee shall have the opportunity to review and comment on such study(s) prior to initial use by Pitney Bowes and agrees to provide any comments it may have reasonably promptly after receipt of a draft study (and in any event within thirty (30) days after such receipt); and (d) Licensee will serve as a reference for other potential or actual Pitney Bowes customers, host up to four (4) visits a year by such customers and participate in a reasonable number of telephone calls with such customers, subject to any reasonable objection Licensee may have to a visit by, or telephone call with, any particular customer.

For the foregoing purposes, Licensee hereby grants Pitney Bowes a limited, non-exclusive, nontransferable, worldwide, irrevocable royalty-free license for the term of the Sales/Lease Agreement or any other agreement between Pitney Bowes and Licensee to use the trade names and associated logos of Licensee or any of its affiliates ("**Licensee Marks**"). Pitney Bowes acknowledges that use of any Licensee Mark will not create in Pitney Bowes any right, title or interest in or to such Licensee Marks other than the license expressly granted herein. Licensee will reasonably cooperate with Pitney Bowes's marketing personnel regarding the above activities.

9.12 Audit. Pitney Bowes may conduct, or have conducted, during normal business hours and upon prior notice, audits of Licensee's use of the Pitney Bowes Software to verify Licensee's compliance with this Agreement. Licensee shall cooperate with such audits; and, if requested, shall provide Pitney Bowes with copies of audited materials. Such audits shall be

conducted not more than once per calendar year, unless the prior audit reveals a material breach of this Agreement with respect to such use. Pitney Bowes's cost of any audit requested by it shall be borne by Pitney Bowes unless such audit discloses an underpayment based on usage or otherwise due to Pitney Bowes in excess of five percent (5%) of the amount actually due or use of the Pitney Bowes Software or Materials that constitutes a material breach of this Agreement, in which case the cost of such audit shall be borne by Licensee.

9.13 U.S. Government Restricted Rights. The Pitney Bowes Software and Materials are provided with "RESTRICTED RIGHTS". Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or their successors. The use of the Pitney Bowes Software by the Government constitutes acknowledgment of Pitney Bowes's proprietary rights in the Pitney Bowes Software.

9.14 Export and Other Laws. Licensee agrees that, unless it has obtained prior written authorization from the United States Department of Commerce or is otherwise permitted by the United States Department of Commerce Export Administration Regulations and, in either case, has the prior written consent of Pitney Bowes, it will not export or otherwise disclose, directly or indirectly, any technology or software received from Pitney Bowes nor allow the direct product thereof to be shipped or to be disclosed, either directly or indirectly, to any destination that is prohibited by the United States Government or to a foreign national that is prohibited by the United States Government. Without limiting the foregoing, Licensee and Pitney Bowes shall comply with all applicable laws and regulations relating to the Pitney Bowes Software and its use.

9.15 Use of Information. Pitney Bowes and its affiliates may collect and use information Licensee provides or Pitney Bowes obtains or which is derived from Licensee's use of the Pitney Bowes Software (including, without limitation, shipping information) or Software Maintenance and other services for the Pitney Bowes Software; provided that such information shall be used for Pitney Bowes's internal purposes related to macro-level systems analysis and research, customer segmentation and/or the manner or method in which Pitney Bowes conducts business with its customers.

9.16 Captions and Headings. All captions, headings and titles contained in this Agreement are for convenience and reference purposes only and shall not be deemed a part of this Agreement.

9.17 Relationship of the Parties. Nothing contained in this Agreement shall be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party, and neither party shall hold itself out as such.

9.18 Taxes. Licensee shall pay, and indemnify Pitney Bowes for, all charges and taxes which are based on, measured by, imposed on, resultant from or levied upon this Agreement, the sale, purchase, personal property ownership, leasing, value, possession, or use of the Pitney Bowes Software, including, without limitation, sales, excise, use or property taxes, but excluding taxes on or measured by Pitney Bowes's net income. Such charges and taxes shall be collected from Licensee and remitted by Pitney Bowes to the appropriate tax authorities to the extent that Pitney Bowes is required by law to do so.

10 ENTIRE AGREEMENT

This Agreement, the Sales/Lease Agreement, any related SOW, and any other agreement between Pitney Bowes 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.

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

LICENSEE

PITNEY BOWES INC.

By _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SOFTWARE MAINTENANCE AND SUPPORT

Pitney Bowes offers two Service Plan levels of Software Maintenance: (1) Tier 1; and (2) Tier 2. The Service Plan level provided under this Agreement will be as indicated on the Sales/Lease Agreement. Features below are available under all Service Plan levels except those indicated by * are available only under the Tier 2 Service Plan.

1. **“Software Maintenance”** means with respect to the Pitney Bowes Software:
 - (a) corrections or changes to the Pitney Bowes Software to correct errors or to otherwise make the Pitney Bowes Software conform to all substantial operational functions in accordance with the User Manual;
 - (b) Maintenance Support as set forth in Sections 2 and 3 of this Exhibit;
 - (c) updates and software patches as set forth in Sections 4 and 5, respectively, of this Exhibit.
 - (d) rate changes as set forth in Section 6 of this Exhibit;
 - (e) additional carrier functionality and routine revisions for compliance with carrier requirements as set forth in Section 7 of this Exhibit; and
 - (f) * on-site service as set forth in Sections 2(c) and 2(e) of this Exhibit.

Software Maintenance applies only to the Pitney Bowes Software and, without limitation, does not apply to any modifications to the Pitney Bowes Software requested by Licensee; and if any Software Maintenance for such modifications is provided, at Pitney Bowes's election, it shall be subject to additional charges at Pitney Bowes's then prevailing rates.

2. **Maintenance Support**

- (a) During Maintenance Support, Pitney Bowes shall use commercially reasonable efforts to respond to issues identified by Licensee within a commercially reasonable time. The determination and classification of reported issues by Licensee shall be made by Pitney Bowes's Customer Service Department (“**CSD**”). Pitney Bowes's CSD shall evaluate and identify each issue and assign it an appropriate severity level. In the absence of unusual circumstances, issues with a greater severity level shall be treated with a higher priority level than those with a lesser severity level. Pitney Bowes currently classifies severity levels and responds as follows:

Severity Level 1: Primary functionality of the Pitney Bowes Software has been lost and there is no work-around. Until the severity level is reduced or the problem is resolved, Pitney Bowes CSD will work continuously during Normal Operating Hours (as defined below) to develop a plan to resolve the problem and, thereafter, will assign appropriate resources to implement plan. Pitney Bowes CSD will provide status updates to Licensee regularly, which shall be no less frequently than daily at end of day.

Severity Level 2: Same as Severity Level 1, except there is a reasonable work-around.

Severity Level 3: Use of the Pitney Bowes Software is impaired and there is a work-around. Until the severity level is reduced or the problem is resolved, Pitney Bowes CSD will work during Normal Operating Hours to develop a plan to resolve the problem and, thereafter, will assign appropriate resources to implement plan. Pitney Bowes CSD will provide status updates to Licensee no less frequently than weekly.

Severity Level 4: There is a minor problem with the Pitney Bowes Software. Pitney Bowes CSD will provide status updates to Licensee in accordance with a mutually agreed upon schedule.

Severity Level 5: Licensee has requested a new feature or modification of the Pitney Bowes Software. Pitney Bowes CDS will discuss the request with Licensee, inform Licensee if the request can be accommodated, with or without additional charge, and if it can, provide status updates to Licensee in accordance with a mutually agreed upon time schedule.

- (b) Maintenance Support shall be limited to telephone, Internet or electronic customer support response(s) at our sole discretion; and is contingent upon Licensee providing access, as requested by Pitney Bowes, for Internet and/or electronic remote support. Maintenance Support is provided under the condition that Licensee provides adequate information with respect to any malfunction in the Pitney Bowes Software.

- (c) * On-site support shall be provided at U.S. locations only and upon written request of Licensee and the execution of, or in conjunction with, an additional agreement with Pitney Bowes. If Licensee requests on-site assistance, Licensee shall be billed for and pay appropriate time and travel-related expenses. If Pitney Bowes determines that error corrections must be performed on-site, the related services are billable to Licensee unless Licensee has elected coverage under a Tier 2 Service Plan.
- (d) If Licensee is provided with Internet and/or electronic customer support, it is Licensee's responsibility to determine the access allowed to its equipment. Pitney Bowes accepts no responsibility for any problems, loss or damage caused directly or indirectly by Pitney Bowes personnel or any other third parties when providing such service except to the extent directly caused by Pitney Bowes's, and not caused by Licensee's, negligence or willful misconduct.
- (e) * We service your Software on-site at our sole discretion, Monday through Friday, 8 a.m. to 5 p.m. in your local U.S. time zone, excluding PBI-observed U.S. holidays. If we deem it necessary, a service engineer will be dispatched to arrive at Licensee location for on-site service, in most cases within eight- (8) normal business-day working hours after your initial contact with Pitney Bowes reporting the Software failure. If Licensee has elected coverage under a Tier 2 Service Plan there will be no hourly charges unless Pitney Bowes performs service outside those hours.
- (f) Professional services and training services, other than repair and maintenance services specifically referred to herein, are not covered by this Agreement.

3. Hours of Operation; Off-hours Support; Multiple-User Products

- (a) Pitney Bowes Customer Support is available at a toll-free Pitney Bowes customer support number and internet during normal operating hours, which are from 7 a.m. to 7 p.m. Central Time, Monday through Friday, excluding PBI-observed U.S. holidays, except as otherwise noted in the related SOW ("**Normal Operating Hours**"). You may request service by contacting Pitney Bowes by telephone or you may place a request via Pitney Bowes' website www.pb.com.
- (b) Pitney Bowes shall not be obligated to provide unlimited phone support for the Pitney Bowes Software outside of Normal Operating Hours ("**Standby Support**") unless Licensee has purchased access to such Standby Support, as evidenced by its election in the Sales/Lease Agreement or its entering into a new agreement with Pitney Bowes. Standby Support will be provided to U.S. locations only, and will provide emergency software repair, and not general user "help" and "how to" inquiries. If Customer elects to purchase such service, Customer will be charged an annual or monthly access fee along with usage fees based upon Licensee's use of such Standby Support, in each case, at Pitney Bowes' then-current rates. To access Standby Support (i.e., emergency phone support service outside 7 a.m. to 7 p.m. Central Time, Monday through Friday, or on PBI-observed U.S. holidays), Licensee should call the toll-free phone number and leave a message for the support representative on call to be paged. Licensee should include in its message the name of the individual calling, the Licensee company name, area code and phone number where the caller can be reached, and a brief description of the problem.
- (c) Multiple-User Products
 - (i) If Licensee is licensed to use a Pitney Bowes Software that may have fifty (50) or more users at one or more locations (including, but not limited to, Pitney Bowes Software with desktop access), all Licensee users of the Pitney Bowes Software will initially contact Licensee's Corporate Help Desk or other Licensee qualified contact(s) (collectively, "**Licensee Support**") for support. Such support shall include, but not be limited to, answering and logging the user's call; resolving all "how to" questions arising during normal operation of the Pitney Bowes Software; and attempting to resolve all of the user's other questions or problems. If necessary, the Licensee Support will escalate the call to others within Licensee's organization, including, but not limited to, Information Technology staff members who have been trained with respect to the Pitney Bowes Software as systems administrators and who are specifically accountable for support of the Pitney Bowes Software. Such levels of support are referred to as Levels 1 and 2 Support and are the responsibility solely of Licensee. It is expected that Licensee will be able to resolve most user calls by providing Level 1 and 2 Support.
 - (ii) Pitney Bowes will provide Level 3 Support for calls escalated by a limited number of mutually agreed upon members of Licensee's Information Technology staff who have been successfully trained by Pitney Bowes with respect to the Pitney Bowes Software for such purpose ("**Authorized Licensee Personnel**"). Support will be provided only to Authorized Licensee Personnel and will not be provided directly to Licensee's users or to Licensee Support or other members of Licensee's Information Technology staff generally. No call shall be placed to Pitney Bowes Level 3 Support unless Authorized Licensee Personnel have first validated that the subject matter of the call does not arise within Licensee's own LAN/WAN and operating environment and that such subject matter is a well-documented, reproducible problem.
 - (iii) Authorized Licensee Personnel must provide the Pitney Bowes support representative with the following information: the caller's name; the Licensee company name; a detailed description of the problem, including validation required above; details of any error messages that may have been displayed; what the user was

doing at the time of the problem; any other necessary phone numbers; and other information Pitney Bowes may ask for.

- (iv) If Licensee does not have Licensee Support and/or Authorized Licensee Personnel available, Licensee and Pitney Bowes may agree on other arrangements by which Level 1 and 2 Support may be provided by Pitney Bowes to Licensee at an additional charge.

4. Updates

Updates to the Pitney Bowes Software consisting of new code relating to the existing functionality of the Pitney Bowes Software may be issued periodically by Pitney Bowes. Updates shall be provided in executable code format on an "as is" basis and shall be implemented by Licensee.

5. Software Patches. Software patches to the Pitney Bowes Software may be issued periodically by Pitney Bowes. Software patches are fixes to previously reported "bugs" to the Pitney Bowes Software and/or technical upgrades to the Pitney Bowes Software. Subject to Section 9 of this Exhibit, Licensee may accept or reject a software patch to the Pitney Bowes Software at the time the software patch is offered. If the software patch is accepted, the software patch shall become part of the Pitney Bowes Software. Software patches shall be provided in executable code format on an "as is" basis and shall be implemented by Licensee. Software patches are also generally provided in the next scheduled update to the Pitney Bowes Software.

6. Rate Changes. If Pitney Bowes supplies carrier rate information to Licensee as part of Software Maintenance, Pitney Bowes shall provide rate change replacements based on the level of carrier coverage selected and paid for by Licensee, in electronic, physical or other format and shall be implemented by Licensee. Such rate change replacements shall include postal or carrier rate increases and decreases, zip code or zone changes and changes in service provided by carriers (e.g., required new report formats or geographical expansions). Rate change replacements exclude custom rate changes, (except for one (1) single UPS Contract custom rate change provided as part of Software Maintenance per calendar year), new classes of services offered by carriers, and new rates needed to establish a new home zip code because of a change in location.

7. Additional Carrier Functionality. Additional carrier functionality made available by Pitney Bowes generally to Pitney Bowes Software customers without any additional separate charge and routine revisions for compliance with carrier requirements will be added to the Pitney Bowes Software through Software Maintenance and shall be implemented by Licensee. Pitney Bowes reserves the right not to add functionality or carrier services, even though they may be available from the carrier or requested by Licensee.

8. Exclusions from Maintenance. Pitney Bowes shall have no obligation to provide Software Maintenance if such Software Maintenance is required due to: (i) any event that would cause the warranty in this Agreement to be inapplicable or void (whether during or after the Warranty Period); or (ii) failure by Licensee to implement the most current update or software patch available from Pitney Bowes. Software Maintenance excludes any Pitney Bowes responsibility with respect to Licensee's operating systems, third-party connectivity software to host computers or web browsers. Pitney Bowes shall not be responsible for interruptions in the Pitney Bowes Software that are the result of machine failure or software supplied by vendors other than Pitney Bowes, improper preparation of input data, modification(s) performed by Licensee or its agent, or attempts to use the Pitney Bowes Software in a manner for which it was not intended. If Pitney Bowes elects to provide Software Maintenance notwithstanding the occurrence of an event specified in this paragraph, Pitney Bowes may charge Licensee, and Licensee shall pay, Pitney Bowes's standard fees, as then in effect, for the services and materials provided.

Software Maintenance excludes modifications to Pitney Bowes Software and/or updates or software patches thereto that have been modified by Pitney Bowes at Licensee's request ("**Modified Pitney Bowes Software**"). Such modifications and installation of the Modified Pitney Bowes Software may incur an additional charge.

New features or functionality and non-routine revisions for compliance with carrier requirements (including, without limitation, revisions not generally applicable to all shippers and regardless of whether such revisions are initiated by a licensee or a carrier) may also be available, from time to time, outside of Software Maintenance at an additional charge.

9. Term of Maintenance Support. (a) The initial term of Software Maintenance for Pitney Bowes Software subject to a Sales Agreement is the twelve (12) month period beginning at date of installation; provided that due to its installation procedures, the initial term for Multi-Site Software is upon Acceptance of the Multi-Site Software. Such term shall be automatically renewed for successive twelve (12) month periods unless Pitney Bowes receives from Licensee written notice of termination at least sixty (60) days before the end of the initial term or the then current renewal term. Pitney Bowes shall invoice Licensee for each additional twelve (12) month period sixty (60) days before the termination of the then current term, at Pitney Bowes's rate then in effect, which amount shall be deemed due and payable to Pitney Bowes upon receipt of such invoice by Licensee.

(b) The term of Software Maintenance for Pitney Bowes Software that is subject to a Lease Agreement is the term of the Lease Agreement.

10. Modification; Termination. Pitney Bowes may, from time to time, change the services provided in Software Maintenance, modify the terms of Software Maintenance, or terminate Software Maintenance, at Pitney Bowes's discretion, with notice to Licensee. Pitney Bowes will advise Licensee, in such notice, if it reasonably believes that any such change in services or modification of terms is material. If Licensee receives notice that any such change in services or modification of terms is material, Licensee may terminate Software Maintenance by delivering to Pitney Bowes written notice of such termination within thirty (30) days after Licensee's receipt of such notice from Pitney Bowes. Any such termination by Licensee shall be effective ten (10) business days after Pitney Bowes's receipt of Licensee's notice of termination. Licensee's notice must include Licensee's Customer Account Number and, if applicable, lease number and be sent to Pitney Bowes, by certified mail, return receipt requested, at the following address: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. If Software Maintenance is terminated, Pitney Bowes's sole obligation shall be, as may be applicable, a pro rata refund of Licensee's prepaid fee for Software Maintenance or securing for Licensee a release of its future payment obligations due under the Lease Agreement after the date of termination of Software Maintenance. Such obligation shall not apply in the case of termination due to a breach by Licensee. Except as provided in this paragraph, under no circumstances may Licensee cancel or terminate Software Maintenance during the term of Software Maintenance; and Licensee may only terminate for the successive period by providing timely notice of non-renewal as provided above.