

AUTOMAIL LLC END USER LICENSE AGREEMENT

END-USER LICENSE AGREEMENT FOR AUTOMAIL LLC SOFTWARE IMPORTANT--READ CAREFULLY:

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity, hereinafter "Licensee") and AutoMail LLC ("Developer"). The terms of a printed paper EULA, which may accompany the Software, supersede the terms of any on-screen EULA. By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you may not use or copy the Software, and you should promptly contact Developer for instructions on return of the Software.

1. Definitions. As used in this Agreement, the following definitions shall apply: (a) "Designated Application Software" shall mean the application software and programs of Licensee which interact with the Software and which are in use by Licensee at the time of the original installation of the Software. (b) "Designated Equipment" shall mean the central processing unit or computer hardware of Licensee and its associated equipment that are in use by Licensee at the time of the original installation of the Software. (c) "Specifications" shall mean the functional specifications for the Software in existence as of the effective date of this Agreement. (d) "Errors, Malfunctions and Defects" shall mean the failure or inability of the Software to perform any material functions set forth in the Specifications when the Software is used on the Designated Equipment in conjunction with the Designated Application Software. (e) "Annual SMS Fees" shall mean the amount due to the Developer by the Licensee for Annual Maintenance as outlined in the Sales Agreement.. (e) "License Fees" shall mean the Initial License Fee and Additional Volume License Fee as set forth in the Sales Agreement. (f) "SMS Services" shall mean the services to be provided by Developer to Licensee as set forth in paragraph 3, Software Maintenance. (g) "Software" means AutoMail and/or MSM which is to be licensed to Licensee. (h) "Maintenance Period" means the term of this Agreement as set forth in paragraphs 8 and 9 hereof. (i) "Professional Services" means the services provided by Developer as specified in the "Scope of Work" document executed in connection with the Sales Agreement. (j) "Sales Agreement" shall mean the Software Sales Agreement between Developer or Developer's agent and Licensee and which provides for the grant of the license for the Software as set forth herein.

2. License and Professional Services. (a) Developer hereby grants to Licensee a non-exclusive, limited license to: (1) use the Software in connection with the Designated Application Software on the Designated Equipment located at Licensee's single business location (site) in the United States of America; (2) copy the Software into any computer at Licensee's business site for back-up or modification purposes in support of Licensee's use of the Software. (b) Developer hereby agrees to provide the Professional Services.

3. Software Maintenance. During the Maintenance Period Developer shall:

(a) Assist Licensee in diagnosing Errors, Malfunctions, and Defects when the Software is used on the Designated Equipment in connection with the Designated Application Software. (b) Provide technical services to User to correct diagnosed Errors, Malfunctions, and Defects. (c) Provide to Licensee any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software, but shall not include any substantially new or rewritten version of the Software. (d) Provide modifications and updates to the Software necessary to accommodate changes in Postal rates, procedures, updates to the applicable database, etc..

Licensee acknowledges that after the expiration or termination of the Maintenance Period that no Maintenance of any kind will be provided or made available and that the version of the Software licensed to Licensee may become non-functional.

4. Duties of Licensee. Licensee shall provide Developer with all information, documentation, technical assistance and access to the Designated Equipment and Designated Application Software as Developer may require in order to perform its duties set forth herein including, the SMS Services provisions hereof and to audit and verify actual processing volumes. Developer shall be relieved of any obligation to perform its affected duties hereunder, if Licensee is unable to or otherwise fails to provide Developer with any of the foregoing matters.

5. Reservation of Rights and Ownership Developer and its suppliers reserve all rights not expressly granted to Licensee in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. Developer owns the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold. This Agreement does not grant Licensee any rights to trademarks or service marks of Developer. Except as provided herein, Licensee shall not modify, copy, duplicate, reproduce, license or sub-license the Software, or transfer or convey the Software or any right therein to anyone else without the prior written consent of Developer.

6. Additional Maintenance Any maintenance not specifically included in the SMS Services, including, but not limited to reprogramming of the Software due to changes in or migration of the Designated Equipment or Designated Application Software, or any other reason not listed herein, may be provided to Licensee upon mutual agreement of the parties and subject to such terms and conditions, including price, as are agreed by the parties.

7. Fees (a) In consideration for the License, Licensee shall pay Developer the License Fees and Professional Service Fee as set forth in Sales Agreement. (b) In consideration of Developer's provision of the SMS Services Licensee shall pay Developer the Annual SMS Fees set forth in Sales Agreement. Annual SMS Fees are subject to review and change annually. (c) If travel is required, Licensee shall pay Developer's actual, reasonable travel and living expenses if the problem to be corrected is caused by Designated Application Software. If travel is required and the problem is determined not to be caused by the Designated Application Software, Licensee shall pay, in addition to Developer's actual, reasonable travel and living expenses, Developer's then current charges for similar services. (d) Any amounts due from Licensee shall be due and payable on the terms and conditions as set forth in Sales Agreement, or if not then within thirty (30) days of the invoice date. (e) Licensee acknowledges that processing volumes shall be reviewed on an annual basis for the purpose of reconciling the Additional Volume Fee and Annual SMS Fees as outlined in Sales Agreement. (f) If Licensee makes a substantial change in its Designated Application Software or Designated Equipment and Developer agrees to provide support for same in accordance with paragraph 6 a conversion fee may be applicable.

8. Term This Agreement shall continue in full force and

effect from the date the Sales Agreement was entered into for one (1) year and shall be automatically renewed for successive one (1) year terms unless either party gives the other written notice of termination at least ninety (90) days before the end of any term.

9. Termination. This Agreement may be terminated upon the occurrence of one or more of the following events; provided, however, that the terminating/canceling party shall have no liability to the other party for the exercise of any rights granted in this paragraph, nor shall such exercise have the effect of waiving any rights, claims, or damages to which the terminating/canceling party might be entitled: (i) By either party, if the other party is adjudicated bankrupt or seeks protection as a debtor, voluntarily or involuntarily, under any bankruptcy law, (ii) By Developer, if Licensee fails to pay any fees, taxes or other amounts due Developer hereunder, (iii) By either party, if the other party is in default of any other provision of this Agreement provided written notice of such alleged default has been given to the other party and such other party has not cured such default within thirty (30) days after receipt of such notice, or (iv) Pursuant to Paragraph 8 above.

Additionally, after the first anniversary of this Agreement Licensee may discontinue its use of the Software and terminate this Agreement upon notice to Developer provided that Developer shall receive all fees and compensation which would have otherwise been payable hereunder for the next ninety (90) days (the "Termination Fee"). Licensee shall deliver payment for the Termination Fee together with notice of the termination. If Licensee has prepaid applicable fees then Developer shall provide a refund of any excess unearned amounts for the remainder of the renewal year (not including the Termination Fee) within thirty (30) days of its receipt of the notice of termination.

10. Change of Ownership or Acquisition Licensee shall notify Developer prior to the effective date of any acquisition by Licensee of another party, whether direct or indirect, by merger, purchase or otherwise; likewise of the acquisition of Licensee by another party (herein called the "acquiring party"). In addition, Licensee shall advise any acquiring party in writing of the existence of this license and the name and address of the Developer. Unless the acquiring party notifies Developer of its intent to terminate this Agreement and destroys the Software, including all copies, modifications and merged portions

within a reasonable time after the effective date of the acquisition and so notifies Developer, the acquiring party shall be deemed to have accepted this license as Licensee and shall be bound by the terms hereof.

11. Warranty Disclaimer DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Limitation of Liability Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, or punitive or exemplary damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of fees paid by Licensee during the twelve (12) months prior to the time any claim arises, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

13. Taxes For tax purposes, Licensee is the owner of this license and if a taxing authority should impose a property tax on this license or Licensee's use of the Software, payment of that tax is the responsibility of Licensee. If a taxing authority should consider amounts paid by Licensee to Developer a sale or otherwise as a basis for imposing a sales tax, gross receipts tax, excise tax or other tax based on such payments, these are also Licensee's responsibility. In no event shall Licensee be obligated to pay any tax on the income of Developer, on Developer's ownership of the right to license the Software or on Developer's privilege of doing business.

14. Notice Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

15. Governing Law This Agreement shall be construed and enforced in accordance with the laws of the state of Arkansas.

16. No Assignment Neither this Agreement nor any interest in this Agreement may be assigned by Licensee without the prior

express written approval of Developer.

17. Final Agreement This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

18. Severability If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

19. Headings Headings used in this License are provided for convenience only and shall not be used to construe meaning or intent.

20. Arbitration Any controversy or claim arising out of or relating to this License, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules [including the Emergency Interim Relief Procedures]. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.