



## SHRINK-WRAP DATA LICENSE AGREEMENT

THIS IS A SHRINK-WRAP DATA LICENSE AGREEMENT (THE "AGREEMENT") BETWEEN YOU, THE END-USER ("CUSTOMER") AND PITNEY BOWES SOFTWARE INC. ("PITNEY BOWES SOFTWARE INC."). PLEASE READ THIS AGREEMENT BEFORE OPENING THIS SEALED PACKAGE. PITNEY BOWES SOFTWARE INC. IS WILLING TO LICENSE THE ENCLOSED DATA PRODUCT TO CUSTOMER ONLY UPON THE CONDITION THAT CUSTOMER ACCEPTS ALL OF THE TERMS CONTAINED HEREIN. **IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT – DO NOT OPEN THIS PACKAGE – RETURN THE UNOPENED PACKAGE, OTHER COMPONENTS, AND DOCUMENTATION (COLLECTIVELY, THE "MATERIALS") TO PITNEY BOWES SOFTWARE INC. AT PITNEY BOWES SOFTWARE INC.'S EXPENSE. IF CUSTOMER DOES NOT RETURN THE MATERIALS TO PITNEY BOWES SOFTWARE INC., THEN CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

The United States Postal Service ("USPS") has created a confidential and proprietary hash table, the Delivery Point Validation data product ("DPV"), SuiteLink and LACSLink (collectively, the "Licensed Materials"). This Agreement authorizes Customer to install and operate the Licensed Materials in accordance with this Agreement for Customer's use only in combination with the U.S. address coding software product (the "U.S. Coder") previously licensed to Customer under a software license agreement (the "License").

1. **Grant of License.** Pitney Bowes Software Inc. grants Customer a non-exclusive, non-transferable license to use the Licensed Materials for the remainder of Customer's current term for maintenance and subscription services for the U.S. Coder in accordance with the terms of this Agreement. Customer shall use the Licensed Materials only in combination with U.S. Coder.

2. **Confidentiality.** The Licensed Materials are confidential and proprietary property of the USPS. Customer shall maintain the Licensed Materials in strict confidence in accordance with the License.

3. **Use Restrictions.** Customer shall not: (i) use DPV or any of its technology to compile a list of delivery points not already in Customer's possession or to otherwise create a mailing list or portion thereof, (ii) 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, or (iii) create derivative products based upon information received from or through the Licensed Materials or its technology. Customer shall not rent, sell, distribute or otherwise provide, in whole or in part, to any third party for any purpose whatsoever any address list(s) or service products or other system or records that contain(s) address attributes updated or otherwise processed through the Licensed Materials. In other words, Customer will use the Licensed Materials only for Customer's own internal use. Customer agrees not to export the Licensed Materials outside the United States of America.

4. **License Term.** The license to the Licensed Materials granted to Customer hereunder will remain in effect until the current term for maintenance and subscription services for the U.S. Coder expires. However, Pitney Bowes Software Inc. shall have the right at any time to terminate this license and Customer's use of the Licensed Materials if Customer (i) breaches this Agreement (ii) if the USPS cancels Pitney Bowes Software Inc.'s right to distribute the Licensed Materials or (iii) the License or license to the U.S. Coder is terminated. Upon any termination, Customer shall purge from all of Customer's computer systems and processors all copies of the Licensed Materials and destroy the accompanying documentation.

5. **Third Party Beneficiary.** The USPS shall be a third party beneficiary with respect to this Agreement and thereby shall have the right to enforce directly against Customer any breach by Customer of any of the restrictions with respect to the Licensed Materials set out herein.

6. **Disclaimer of Warranties; Disabling Device; Limitation of Liabilities.**

a) **THE LICENSED MATERIALS ARE PROVIDED TO CUSTOMER "AS IS." CUSTOMER'S USE OF THE LICENSED MATERIALS ARE AT CUSTOMER'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, PITNEY BOWES SOFTWARE INC.**

**DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PITNEY BOWES SOFTWARE INC. DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE USE OR RESULTS OF THE LICENSED MATERIALS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL PITNEY BOWES SOFTWARE INC. BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE LICENSED MATERIALS EVEN IF PITNEY BOWES SOFTWARE INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PITNEY BOWES SOFTWARE INC. NOR THE USPS SHALL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE LICENSED MATERIALS V.**

b) **DPV CONTAINS DISABLING DEVICE(S) DESIGNED TO PREVENT USE NOT PERMITTED BY THIS AGREEMENT. ONE SUCH DISABLING DEVICE IS THE "STOP DPV PROCESSING" FUNCTION,** which is designed to satisfy USPS requirements. The "stop processing" code will cause DPV to stop working when, for example: (i) the DPV data has aged more than one hundred and five (105) days from the product date or (ii) when another impermissible use (unauthorized exposure to an apparent artificially-created address; attempt to compile a list of delivery points not already in Customer's possession) is suspected. When Customer encounters the "Stop DPV Processing" function, Customer must call Pitney Bowes Software Inc. in order to restore DPV processing capability. Pitney Bowes Software Inc. shall immediately notify USPS of Customer's name and address.

c) Customer shall promptly reimburse Pitney Bowes Software Inc. for the full amount of any damages or other claims that Pitney Bowes Software Inc. is required to pay, and Customer shall otherwise hold Pitney Bowes Software Inc. harmless for any other claims, demands or damages made by third parties, that arise as a result of Customer's failure to comply with any of the obligations set out herein.

7. **General.**

a) Customer shall not transfer or assign any of its rights or obligations under this Agreement without the prior written consent of Pitney Bowes Software Inc., which consent shall not be unreasonably withheld, delayed or denied. Any such transfer or assignment without Pitney Bowes Software Inc.'s written consent shall be void and of no force and effect.

b) No course of dealing or failure to enforce any provision of this Agreement shall constitute a waiver of any rights hereunder. Any notice alleging a breach of this Agreement shall be in writing and shall be sent by overnight courier or delivered in person to the party's main business address. If any provision of this Agreement, or portion

thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and the remaining provisions of the Agreement shall remain in full force and effect.

c) This Agreement shall be governed by the laws of the State of Maryland without reference to principles of conflict of laws. To the extent permitted under the law, this Agreement shall not be subject to the Maryland Uniform Computer Information Transactions Act. In addition, the United Nations Convention on contracts for the international sale of goods shall not apply to this Agreement. Except as otherwise indicated herein, this Agreement constitutes the entire agreement between Pitney Bowes Software Inc. and Customer, and supersedes all proposals, purchase orders, understandings, representations, prior agreements or communications relevant to the subject matter hereof. Pre-printed terms contained on any purchase order or similar document issued by a Customer shall have no force or effect on this Agreement.

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