

LEAD REFERRAL AGREEMENT
(1115)

IMPORTANT: DO NOT EXECUTE THE TEAMING/LEAD REFERRAL FORM UNTIL YOU HAVE READ AND AGREED TO THIS LEAD REFERRAL AGREEMENT. This is an agreement between you (“Partner”) and the Pitney Bowes entity identified on the Teaming/Lead Referral Form (“PBSI”). By executing a Teaming/Lead Referral Form, you are agreeing to the terms of this Lead Referral Agreement (the “Agreement”) which govern the parties’ performance under the Teaming/Lead Referral Form and is incorporated in its entirety into the Teaming/Lead Referral Form by reference.

1. Definition of Terms. For purposes of this Agreement, the following terms will have the corresponding definitions:

“End User” means a licensee of the Licensed Products identified as a Prospective End User on the Teaming/Lead Referral Form;

“License” means the license agreement for the Licensed Products executed by PBSI and an End User;

“Licensed Products” means the software and data products licensed by PBSI identified in the Teaming/Lead Referral Form;

“Prospective End User” means a prospective licensee of the Licensed Products identified on the Teaming/Lead Referral Form;

“Teaming/Lead Referral Form” means the form executed by the parties which will identify Prospective End Users to PBSI; and

“Territory” will mean the country set out in the Teaming/Lead Referral Form.

2. Opportunity Identification; Rejection of Teaming/Lead Referral Form.

a) Partner will identify to PBSI an opportunity by submitting a Teaming/Lead Referral Form. The Teaming/Lead Referral Form will identify the Prospective End User, the opportunity and the proposed Licensed Products. Upon issuance of an award from a Prospective End User to PBSI, PBSI will license and deliver the Licensed Products directly to the End User, subject to execution of a License.

b) A Teaming/Lead Referral Form must be signed by both the Partner and PBSI to be deemed accepted. PBSI reserves the right to reject any Teaming/Lead Referral Form in its sole discretion.

c) Partner will not make any representation or warranty regarding the Licensed Products. PBSI will be solely responsible for negotiating the License. PBSI may, in its sole discretion, decline to enter into an agreement with the Prospective End User.

3. Fees; Payment Terms. PBSI will be responsible for the billing and collection of all fees due for the Licensed Products directly from the End User and PBSI will pay to Partner the fees due to Partner pursuant the Teaming/Lead Referral Form sixty (60) days following PBSI’s receipt of payment from the End User.

4. Partner Obligations.

a) Partner will provide reasonable assistance to PBSI in the completion of proposals and pursuit of an opportunity by PBSI,

however, PBSI will be responsible for all sales related activities related to the opportunity.

b) Partner may not include Licensed Products on any governmental entity purchasing schedule, such as, but not limited to, a General Services Administration schedule, SEWP or state government equivalent unless PBSI authorizes Partner to do so in a written amendment to this Agreement.

c) Partner will not discriminate against any employee or applicant for employment on account of race, color, religion, sex, sexual orientation, national origin, age, disability or veteran status. Partner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, national origin, age, disability, or veteran status. This will include, but is not limited to: employment; promotion; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship and use of subcontractors. Partner will, in all solicitations or advertisement for employment, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, national origin, age, disability or veteran status.

5. Confidential Information.

a) “Confidential Information” means all confidential and proprietary information of either party (“Disclosing Party”), including but not limited to, each party’s and its affiliates: (i) customer and prospect lists, names or addresses, existing agreements with Disclosing Party and business partners; (ii) pricing proposals, financial and other business information, data processes and plans; (iii) research and development information, analytical methods and procedures, hardware design, technology (including the Licensed Products), financial information, personnel data; (iv) information concerning the customers and potential customers of either party; (v) business practices, know-how, marketing or business plans; (vi) Teaming/Lead Referral Forms, purchase orders, documentation, support guidelines, and training materials; and (vii) any other information identified in writing as confidential or information that the receiving party knew or reasonably should have known was confidential, in each case that is disclosed to the other party (“Receiving Party”) or to which the Receiving Party gains access in connection with this Agreement.

b) The Receiving Party agrees: (i) to hold the Disclosing Party’s Confidential Information in strict confidence, and apply at least the standard of care used by the Receiving Party in protecting its own Confidential Information, but not less than a reasonable standard of care, and not to disclose such Confidential Information to

any third party, except to End Users as necessary to fulfill its obligations under this Agreement; and (ii) without the written permission of the Disclosing Party, not to use any Confidential Information of the Disclosing Party except as reasonably required to exercise its rights or perform its obligations under this Agreement. Each party agrees to cause its employees, subcontractors, agents and, if permitted, affiliates, who require access to such information to abide by such obligations.

c) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this Agreement; or (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; or (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or, (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

d) If a Receiving Party is compelled to disclose the Confidential Information by a governmental agency or a court of law having proper jurisdiction, the Receiving Party will give the Disclosing Party reasonable notice to enable such party to try to protect the confidentiality of the Confidential Information. Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and, certify its destruction in writing, provided, however, that the Receiving Party may retain one (1) copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this Section 5.

e) Disclosing Party may be irreparably damaged if the obligations under this Section 5 are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this Section 5 or any other appropriate equitable order or decree.

6. Term; Termination; Survival.

a) This Agreement will commence on the effective date set forth in the Teaming/Lead Referral Form and will remain in effect until: (i) PBSI enters into a License with the End User and pays Partner; (ii) PBSI rejects the Teaming/Lead Referral Form; or (iii) twelve (12) months following the effective date of the Teaming/Lead Referral Form, whichever occurs first (the "Term"), subject to Section 6(b).

b) Either party may, at its sole option, terminate this Agreement: (i) immediately upon written notice to the other party if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties; or (ii) immediately if the other party: (A) ceases to conduct business in its ordinary course; (B) is adjudged bankrupt or insolvent under applicable law; (C) has made a general assignment for the benefit of creditors; (D) files or becomes subject as a debtor to a petition in bankruptcy for liquidation or reorganization; (E) becomes otherwise insolvent; or (F) admits its inability to pay its debts generally as they become due.

c) Sections 5 (Confidential Information), 6 (Term; Termination; Survival), 8 (Limitation of Liability), 9 (Non-Solicitation) and 12 (Applicable Law) of this Agreement will survive termination indefinitely or to the extent provided in such sections.

7. Representations and Warranties.

a) PBSI and Partner each represent and warrant that: (i) it is, and will remain, a corporation in good standing under the laws of the jurisdiction of its organization; (ii) it has all requisite corporate power and authority to carry on its business as contemplated herein, including obtaining all necessary third party consents, approvals or authorizations for performance under this Agreement; (iii) there are no agreements by which it is bound preventing its performance hereunder and performance under this Agreement will not constitute a breach of any contract, agreement, or understanding by which it is bound; and (iv) it will comply with all applicable laws, rules, and regulations in performing its obligations under this Agreement.

b) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

8. Limitation of Liability.

A) DISCLAIMER. NEITHER PARTY NOR PBSI'S THIRD PARTY SUPPLIERS WILL BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR LOST DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

B) MAXIMUM LIABILITY. IN ANY EVENT, EITHER PARTY'S (AND PBSI'S THIRD PARTY SUPPLIER'S) MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY TEAMING/LEAD REFERRAL FORM (IN TORT, CONTRACT OR OTHERWISE) WILL NOT EXCEED THE GREATER OF: THE (I) AMOUNT OF FEES PAID BY PBSI TO PARTNER UNDER THE TEAMING/LEAD REFERRAL FORM; OR (II) TEN THOUSAND DOLLARS (\$10,000).

9. Non-Solicitation. During the Term and for a period of twelve (12) months thereafter, Partner will not knowingly solicit for employment nor knowingly employ (either as an employee or consultant) any of PBSI's employees. In addition, during the Term and for six (6) months thereafter, Partner will not solicit or request any End User, Prospective End User or other client of PBSI that Partner became aware of pursuant to this Agreement to transfer its business from PBSI to any third party.

10. Force Majeure. Neither party is responsible from any delay or failure to perform resulting from causes beyond its reasonable control.

11. Publicity. Neither Partner nor PBSI will refer to each other and this relationship in any marketing or publicity activities without the prior written consent of the other party, which consent will not be unreasonably withheld, delayed or denied.

12. Applicable Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York without regard to its principals of conflict of laws. In the event of any dispute arising out of or relating to this Agreement, a suit will be brought only in a federal or state court of competent jurisdiction located in New York County in the State of New York. If Partner is located in Canada, this Agreement will be governed by the laws of the Province of Ontario. Ontario's principles of conflict of laws or the United Nations Convention on contracts for the international sale of goods will not apply to this Agreement. In the event of any dispute arising out of or relating to this Agreement, a suit will be brought only in the General Division of the Ontario Court of Justice.

13. Assignment. Partner will not assign any of its rights or obligations under this Agreement without the prior written consent of PBSI.

14. General.

a) No waiver of any breach of any provision of this Agreement by either party or the failure of either party to insist on the exact performance of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

b) Any notice alleging a breach of this Agreement must be in writing and be sent by overnight courier or delivered in person to the party's address set forth in this Agreement. Any other notice required to be provided by PBSI under this Agreement may be sent by postal mail service or e-mail to the individual designated by Partner. Any

notice delivered to PBSI hereunder must be sent to the attention of "Contract Administration."

c) 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 will be severed and the remaining provisions of the Agreement will remain in full force and effect.

d) Each party will act as an independent contractor and employees of each party will not be considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither party may make any commitments binding on the other, nor may either party make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing services pursuant to this Agreement, and will be solely responsible for their supervision, daily direction, control, and for the payment of all of their compensation and other employment related costs.

e) Except as otherwise provided herein, each party will be responsible for all costs and expenses associated with this Agreement and its performance hereunder.

15. Entire Agreement. This Agreement and the Teaming/Lead Referral Form constitute the sole and complete agreement between the parties with regard to its subject matter, and supersedes all proposals, understandings, representations, prior agreements or communications relating to the subject matter of this Agreement. This Agreement also supersedes any pre-printed terms contained on any purchase order or similar document issued by Partner and any such terms will have no force or effect. This Agreement may not be modified or amended except by a writing signed by both parties. Neither this Agreement nor the Teaming/Lead Referral Form will be construed against the party that has prepared such Agreement or Teaming/Lead Referral Form, but instead will be construed as if both parties prepared the Agreement or Teaming/Lead Referral Form.