

ON-DEMAND SUBSCRIPTION AGREEMENT

(08/10)

IMPORTANT: DO NOT USE THIS SERVICE UNTIL YOU HAVE READ AND AGREED TO THIS LICENSE AGREEMENT. This is an agreement between you (“Customer”) and Pitney Bowes Software Inc. (“PBSI”). If you are located in a geography outside the United States, PBSI shall mean the affiliate or subsidiary of PBSI operating in your geography. By clicking next to “I ACCEPT” prior to accessing the Service or by executing a Subscription Order, you are agreeing to the terms of this On-Demand Subscription Agreement (the “Agreement”). IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT, click next to “I DO NOT ACCEPT” and terminate your access to the Service. The terms of this Agreement shall only apply to the extent Customer and PBSI has not executed a separate On-Demand Subscription Agreement for the same Service.

1. Definitions. For the purposes of this Agreement, the following terms shall have the corresponding definitions:

“Available Hours of Operation” shall mean twenty-four (24) hours per day, seven (7) days per week exclusive of Scheduled Downtime, described in Section 9(b), below, and downtime arising from causes beyond the reasonable direct control of PBSI, such as the interruption or failure of telecommunications or digital transmission links, hostile network attacks or a Force Majeure, as set out in Section 14, below;

“Available Hours of Support” shall mean the hours set out in the Documentation during which time Customer may obtain technical support for the Services;

“Customer Data” shall mean any data, such as an address record, telephone number or user query, or other material submitted by Customer to the Service or provided by Customer to PBSI for the performance of the Service;

“Documentation” shall mean PBSI’s guide for the Service maintained on PBSI’s website that describes the functionality and service level support for the Service;

“Service” shall mean the subscription services offered by PBSI to Customer under the terms of this Agreement, which may include geocoding, routing, mapping, address cleansing and other data processing services;

“Subscription Order” shall mean an order signed by Customer which sets forth the Service purchased by Customer, the related fees, and other terms and conditions applicable to Customer’s use of the Service. Any conflict between the terms of this Agreement and a Subscription Order shall be resolved in favor of a Subscription Order.

“Transaction” shall mean the submission and processing of each individual Customer Data to the Service or the response to each individual Customer Data or user query submitted to the Service, as may be more fully described in the Documentation; and

“Term” shall mean the term of the Agreement set out in Section 3, below.

2. Grant of Rights. PBSI hereby grants Customer a non-exclusive, non-transferable, revocable right to access and use the Service subject to the terms of this Agreement. Certain portions of the Service may be subject to the additional terms set forth in Schedule A to this Agreement. PBSI reserves all rights to the Service not expressly granted by this Agreement.

3. Term of Agreement.

a) This Agreement is effective on the date upon which Customer accepts this Agreement and commences use of the Service, unless some other date is specified in a Subscription Order, and shall remain in effect until Customer’s use of the Service is terminated as otherwise provided herein.

b) A Subscription Order shall remain in effect for the Initial Term designated therein, and shall renew automatically for subsequent twelve (12) month terms (each, a “Renewal Term”) unless such Subscription Order is terminated at the end of a term with thirty (30) days written notice to the other party.

c) If the parties have not entered into a signed Subscription Order, either party may terminate this Agreement for any reason. PBSI shall provide ten (10) days notice to Customer prior to termination of Customer’s access to the Service for reasons other than Customer’s breach of this Agreement.

d) Upon termination of this Agreement for any reason, Customer shall immediately cease use of the applicable Service and PBSI and Customer shall promptly return all Confidential Information of the other party. Sections 5, 6, 7, 8, 11, 16 and 17 shall survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees.

a) Customer shall pay to PBSI the fees for the amount of Transactions used by Customer for the Service. All fees are and shall be paid in United States dollars. PBSI may change the monthly or other usage fees upon thirty (30) days notice to

Customer. Customer shall also be responsible for the payment of any applicable sales, use, value added, personal property, Internet-related or other taxes and government charges imposed on the Services, except taxes relating to PBSI's net income.

b) All fees, expense reimbursements and taxes under this Agreement are due thirty (30) days from date of invoice or as otherwise indicated when Customer placed the order. Customer shall pay a late charge of one-and-one-half percent (1.5%) per month on any fees not paid by the due date. If Customer fails to pay any amounts due by the due date, PBSI may suspend performance of the Services upon ten (10) days written notice to Customer.

c) Customer agrees to purchase the number of Transactions as indicated in Customer's order or set out in a Subscription Order ("Allotment") which may be used for up to twelve (12) calendar months. Upon exhaustion of Customer's Allotment, Customer shall automatically be invoiced for an additional Allotment of Transactions equal to Customer's prior Allotment at the then-current price per Transaction. Purchase of a new Allotment will begin a Renewal Term, which may result in the Initial Term or any Renewal Term being less than twelve calendar months. PBSI may discontinue Customer's access to the Service if all of its allotted Transactions are consumed and Customer does not purchase additional Transactions. The Transactions purchased may not be carried over into subsequent Terms. Upon request, PBSI will issue Customer a report detailing the current number of Transactions charged against Customer's Allotment, but no more than one (1) time per calendar quarter.

5. Customer Responsibilities.

a) Customer shall use the Service solely for its internal business purposes and shall not use the Service on behalf of or make the Service available to any third party. In addition, Customer shall comply with the policy on the use of the Service set forth in the Documentation. All Customer Data submitted to the Service must be submitted in PBSI's submission format in accordance with the Documentation or any other format agreed to by the parties. Customer shall also comply with applicable laws governing use of the Services, including, without limitation, any data protection or privacy laws.

b) Customer shall identify to PBSI its personnel responsible for Customer's use of the Service, including any technical, administrative and contract matters. Customer shall be solely responsible for the content of all Customer Data submitted to the Service and shall comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Customer Data.

c) Customer shall not use the Service to send or store infringing, obscene, threatening or unlawful or tortuous material or disrupt other users of the Service, network services or network equipment. Disruptions include, but are not limited to, denial of service attempts, distribution of unsolicited advertising or chain

letters, propagation of computer worms and viruses, or use of the Service to make unauthorized entry to any other device accessible via the network or Service. In addition, Customer shall not reverse engineer, decompile or disassemble the Service.. The occurrence of any of the foregoing shall be deemed a material breach and PBSI may immediately terminate this Agreement upon notice to Customer.

6. Confidentiality.

a) During the term of this Agreement, each party may have access to certain confidential and proprietary information of the other party, (collectively, the "Confidential Information"). Confidential Information shall include, but is not limited to: (i) the Service, Documentation, this Agreement; a Subscription Order, Customer Data; (ii) customer lists, prospect lists, existing agreements with vendors and business partners of either party, pricing proposals; (iii) marketing, sales, financial and other business information, data and plans; (iv) research and development information; (v) formulas, methods, know-how, processes, designs, new products, performance tests, proprietary computer software, bug fixes, reported problems with the Service; (vi) information concerning the service providers of either party; and (vii) any other information identified in writing as confidential or information that the receiving party knew or reasonably should have known was confidential.

b) Confidential Information shall be used solely for each party's performance under this Agreement and the exercise of its rights hereunder and shall not be disclosed to any third party. PBSI may, subject to the terms of this Agreement, disclose Customer's Confidential Information to any entity controlling, controlled by or under common control with PBSI or a third party consultant or contractor assisting PBSI with the Service or any of PBSI's other obligations under this Agreement. PBSI shall require such third party consultant or contractor to agree in writing to confidentiality provisions at least as protective of confidential information as the provisions set out herein. Each party shall take reasonable precautions, at least as great as the precautions it takes to protect its own confidential information, to maintain the Confidential Information in strict confidence.

c) Confidential Information shall not include any information that the receiving party can establish: (i) is or subsequently becomes publicly available through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to disclosure of such information; (iii) is subsequently disclosed to receiving party by a third party who is not in breach of an obligation of confidentiality; or (iv) is independently developed by the receiving party without the use or benefit of the Confidential Information. Confidential Information may be disclosed under a court order, or a valid subpoena, to the extent counsel for the receiving party determines in its reasonable discretion that the disclosure of such Confidential Information is reasonably required and promptly notifies the disclosing party in writing of such determination and provides the disclosing party an opportunity to seek an

appropriate protective order prior to disclosing such Confidential Information.

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

7. Proprietary Rights; Suggestions. Customer shall retain all right, title and interest in and to all Customer Data. Customer grants PBSI a royalty-free, worldwide, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Service.

8. Noninfringement; Indemnification.

a) PBSI shall indemnify, defend and hold Customer harmless from any claim that the Service infringes or misappropriates any copyright, patent, trademark or trade secret. PBSI shall have control of the defense and shall defend at its own expense, any claim or litigation to which this indemnity relates. Customer shall notify PBSI promptly of any such claim and shall reasonably cooperate with PBSI, upon PBSI's request and at PBSI's cost, to defend such claim.

b) In the event of an infringement claim or if Customer's use of the Service is otherwise enjoined, PBSI shall have the right to: (i) offer a replacement Service at no cost to Customer, which replacements shall be functionally equivalent to the Service (ii) procure, at no cost to Customer, the right to continue to use the Service, or (iii) direct Customer to terminate use of the Service. Subject to PBSI's indemnification obligations set forth above, this is PBSI's sole liability to Customer under this section.

c) PBSI shall not indemnify Customer or be liable for claims arising from the use of the Service with data, hardware or software not provided by PBSI or Customer's use of the Service other than as described in the Documentation.

d) Customer shall indemnify, defend and hold PBSI harmless against any claim arising from: (i) Customer's use of the Service in a manner not permitted under this Agreement; (ii) a claim that the Customer Data or any other data, files or other materials provided by Customer to PBSI infringes any patent, copyright or trademark or misappropriates any trade secret; (iii) a violation of any law, rule or regulation regarding the protection of personal data or the use or access to the Service; or (iv) acts of gross negligence or willful misconduct. Customer shall have control of the defense and shall defend at its own expense, any claim or litigation to which this indemnity relates. PBSI shall notify Customer promptly of any such claim and shall reasonably

cooperate with Customer, upon Customer's request and at Customer's cost, to defend such claim.

9. PBSI Responsibilities; Support.

a) PBSI shall use best efforts to make the Services available during the Available Hours of Operation. Support for the Service shall be available during the Available Hours of Support. Support shall consist of telephone technical support to assist Customer with the use of the Service and shall be provided in accordance with the Documentation. Telephone support calls may be monitored or recorded.

b) The Service may be inaccessible or inoperable during certain periods to permit PBSI to perform maintenance support services ("Scheduled Downtime"). PBSI shall use reasonable commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with the Scheduled Downtime or other disruption of Service.

10. Warranties; Disclaimers.

a) PBSI represents and warrants to Customer that the Service shall materially conform to the Documentation. PBSI further represents and warrants that any consulting or support shall be performed, in a professional manner in accordance with generally accepted industry standards and practice. PBSI does not warrant the operability or accuracy of any Customer Data processed by PBSI.

b) EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT, PBSI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. EXCEPT AS PROVIDED IN SECTION 7, PBSI SHALL NOT BE LIABLE FOR ANY LOSS OF CUSTOMER DATA OR LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE INTERRUPTION OR LOSS OF USE OF THE SERVICE.

c) THE SERVICE IS DEPENDENT ON ADDRESS, DEMOGRAPHIC, BUSINESS AND A VARIETY OF OTHER DATA PROVIDED BY THIRD PARTY DATA PROVIDERS, EXCEPT AS SET OUT IN SECTION 7 AND SECTION 9(A), HEREIN, ACCESS AND USE OF ANY OR ALL SUCH DATA AND SOFTWARE IS PROVIDED "AS IS".

11. Limitation of Liability. EXCEPT FOR PBSI'S LIABILITY UNDER SECTION 8, PBSI'S TOTAL LIABILITY TO CUSTOMER ARISING OUT OF THIS AGREEMENT IN TORT, CONTRACT OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO PBSI DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF SUCH CLAIM. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT

LIMITED TO, LOSS OF PROFITS OR REVENUE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

12. Customer Default. If Customer is in breach of any provision of this Agreement, Customer shall have five (5) days following written notice from PBSI, or an additional period of time as reasonably agreed to by the parties, to cure such breach. If Customer is unable to timely cure such breach, PBSI's remedies shall include, without limitation, the right to terminate this Agreement or suspend performance of the Services and Customer's rights hereunder.

13. Force Majeure. Neither party shall be liable for and each party shall be excused from, any failure to deliver or perform or for delay in delivery or performance due to causes beyond its reasonable control, including, but not limited to, governmental actions, including postal authorities, fire, shortages, civil disturbances, transportation problems, interruptions of power or communications, failure of Internet service, hosting or telecommunication service providers, natural disasters, acts of war or terrorism or acts of God.

14. Assignment. Customer shall not assign any of its rights or obligations under this Agreement without the prior written consent of PBSI.

15. Publicity. Neither party shall use the name of the other party in any press release or other marketing collateral without the consent of the other party, which consent shall not be unreasonably withheld, delayed or denied; provided, however, PBSI may include Customer's name in any Customer list.

16. Arbitration and Applicable Law.

a) This Agreement shall be governed by the laws of the State of New York without reference to principles of conflict of laws. This Agreement shall not be subject to the Maryland Uniform Computer Information Transactions Act.

b) Subject to Section 5, any controversy or claim arising out of or relating to this Agreement or the breach thereof, including the determination of whether a dispute between the parties is subject to this provision, shall be settled by binding arbitration. The arbitration shall be held in the Washington, D.C. metropolitan area in accordance with the Commercial Arbitration

Rules of the American Arbitration Association then in effect. In no event shall the arbitrator award punitive or exemplary damages. The decision of the arbitrator shall be rendered within thirty (30) days following conclusion of the arbitration, shall be in writing and shall set forth in detail the reasons for such decision. Judgment upon the award may be entered in any court of competent jurisdiction.

c) If any action or proceeding (including arbitration) is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees arising from such action or proceeding.

17. Audit Rights. PBSI may upon reasonable notice to Customer and at PBSI's sole cost and expense, audit Customer's books and records to determine compliance by Customer with the terms and conditions of this Agreement. Customer shall provide all reasonable assistance to PBSI during such audit.

18. General.

a) No waiver of or failure to act regarding any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or other provisions hereof.

b) 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 address set forth in this Agreement. Any other notice required to be provided by PBSI under this Agreement may be sent by United States mail or e-mail to the individual designated by Customer.

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 shall be severed herefrom and the remaining provisions of the Agreement shall remain in full force and effect.

19. Entire Agreement. This Agreement and any Subscription Orders executed by the parties constitute the entire agreement between PBSI and Customer, and supersedes all proposals, purchase orders, understandings, representations, prior agreements or communications relevant to Customer's use of the Service. Customer has not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

Schedule A
Additional Terms

1. **VeriMove Access.** The following terms apply to the VeriMove Access Service
 - a). VeriMove Access Service contains the United States Postal Service (“USPS”) NCOA/Link data product and is made available to Customer solely to update a list, system, group or other collection of at least 100 unique names and addresses (herein “Mailing Lists”) used for addressing letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other deliverable item handled by the USPS (herein “Deliverables”) solely for delivery by the USPS.
 - b). Customer shall not develop or use the NCOA/Link data, service to compile or maintain a list or collection of names and addresses or addresses only of new movers or to create other products or data bases or collections of information concerning new movers, histories of address changes, lists or histories of residents, or other informational or data sources based upon information received from or through the NCOA/Link data for the purpose of renting, selling, transferring, disclosing, making available or otherwise providing such information to an entity unrelated to Customer.
 - c). For the purposes of communicating with addressees on Customer’s Mailing Lists and for the purpose of record-keeping, however, Customer is permitted to retain updated addresses so long as not used in violation of this Agreement, for individuals and entities with whom it has or has had a business relationship, in connection with which it will use the updated address; however, these updated addresses may only be used by Customer and Customer may use them only for carrying out Customer’s organizational purposes in connection with that individual or entity and may not transfer, disclose, license or distribute to, or be used by any other entity or individual whatsoever.
 - d). No proprietary Mailing List that contains both old and corresponding updated address records, or any service product or system of lists that can be used to link old and corresponding updated address records, if updated by use of NCOA/Link, shall be rented, sold, transferred, disclosed, made available, or otherwise provided, in whole or in part to Customer’s customers or any other individual or entity.
2. **United States Postal Service (“USPS”) Delivery Point Validation and LACS Link.** The following terms apply to VeriMove Access, Address Validation – US and any other Service that provides Customer with access to the USPS’ Delivery Point Validation and LACSLink data.
 - a). The DPV and LACSLink Products and any updates, materials, know-how, computer code, and technical information (hereinafter collectively, the “Licensed Materials”) are confidential and proprietary to the USPS and shall remain the property of USPS. Customer shall treat the Licensed Materials as Confidential Information, in accordance with the Agreement.
 - b). Customer shall not use any Customer Data obtained or derived from, or based on or incorporating directly or indirectly, in whole or in part, from the Licensed Materials to create or maintain any derivative products that incorporate, in whole or in part, directly or indirectly, data obtained from use of the Licensed Materials, in whole or in part, for the benefit of Customer.
 - c). Customer shall not use the DPV Product or any of its technology to (i) compile a list of delivery points or generate address records not already in Customer ’s possession or, (ii) to otherwise create a mailing list or portion thereof.
 - d). Customer shall not (i) to improve, correct enhance, modify, alter, reconfigure, change, or prepare derivatives or variations of the Licensed Materials or (ii) to reduce to practice any concepts ideas or thoughts related to the Licensed Materials or any portion thereof.
 - e). Customer shall not rent, sell, distribute or otherwise provide in whole or in part any licensee proprietary address lists, service products, or other system of records that contain address attributes derived or updated through the use of the Licensed Materials.

- f) The USPS shall be a third party beneficiary with respect to the Licensed Materials and shall have the right to directly enforce against Customer the restrictions with respect to the Licensed Materials set out herein.
- g) NEITHER PBSI NOR THE USPS SHALL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE LICENSED MATERIALS. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement.
- h) To satisfy USPS requirements THE DPV PRODUCT SHALL CONTAIN DISABLING DEVICE(S) DESIGNED TO PREVENT USE NOT PERMITTED HEREUNDER. PBSI shall document all disabling devices to Customer. If Customer encounters the "Stop DPV Processing" function, Customer shall contact PBSI in order to restore DPV processing capability. PBSI shall immediately notify USPS of Customer 's name and address. At the sole discretion of the USPS, PBSI may not have the right to restore Customer 's DPV processing capability.