



BETA EVALUATION AGREEMENT

(September 2014)

IMPORTANT: DO NOT USE THE LICENSED PRODUCTS UNTIL YOU HAVE READ AND AGREED TO THIS BETA EVALUATION AGREEMENT. This is an agreement between you ("Client") and Pitney Bowes Software Inc. or the affiliate indicated in the Beta Product Order Form ("PBSI"). By executing the Beta Product Order Form, you are agreeing to the terms set forth herein (the "Agreement"). IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT, do not execute the Beta Product Order Form or install or use the Licensed Products and immediately send the Licensed Products and any other Confidential Information, as defined herein, back to PBSI at the address on the Order Form attention Contract Administration. The terms of this Agreement supersede any "shrinkwrap" or "clickwrap" licenses contained in the packaging or installation process for the Licensed Products.

1. License and Proprietary Rights.

a) **Grant of License.** PBSI grants Client a limited, non-exclusive, non-transferable license during the license term set out in the Beta Product Order Form (the "Order Form"). Client will install and use only one (1) copy of the pre-release, experimental version of the PBSI software or data products identified in the Order Form (the "Licensed Products") and related user manuals and documentation solely to evaluate the Licensed Products and provide feedback to PBSI, in accordance with the terms set forth herein. In addition to the terms of this Agreement and the Order Form, product-specific license terms applicable to certain Licensed Products can be found at <http://www.pitneybowes.com/us/license-terms-of-use.html> and are hereby incorporated into this Agreement by reference.

b) **Feedback.** Client agrees to evaluate and test the Licensed Products and provide PBSI reports and feedback to assist in future development of the Licensed Products. PBSI may also collect certain technical information regarding Client's use of the Licensed Products for the purpose of improving the Licensed Products.

c) **Limitations.** Client is not permitted to: (i) reverse engineer, decompile or disassemble the Licensed Products; (ii) make derivative works of the Licensed Products; (iii) make copies of the Licensed Products; (iv) sublicense, rent, lease, lend or host the Licensed Products to or for other parties; (v) separate the components of Licensed Products or install and use such components separately and independently of the Licensed Products they comprise; (vi) use Licensed Products to translate a third party's products unless you have the legal right to do so; (vii) attempt to unlock or bypass any initialization system, encryption methods or copy protection device incorporated into the Licensed Products; (viii) alter, remove or obscure any patent, copyright or trademark notice contained in the Licensed Products; or (ix) use the Licensed Products in any productive manner or for any other purpose not expressly granted hereunder.

d) **Ownership.** The Licensed Products are the proprietary and copyrighted property of PBSI and its third party suppliers, who reserve all rights not expressly granted to Client herein. Client hereby assigns to PBSI all right, title, and interest (including all rights in copyright and resulting patents) in any data, feedback, suggestions, and written materials provided to PBSI related to Client's use of the Licensed Products, exclusive of Client's Confidential Information. At PBSI's request, Client will sign an appropriate document to assign such rights.

2. **Fees.** The Licensed Products are licensed to Client during the Term at no cost.

3. **Term, Termination.** This Agreement will commence on the date set forth in the Order Form and will continue during the period identified therein (the "Term"). The Term may be extended upon the written consent of the parties. Either party may terminate this Agreement and the Order Form upon written notice to the other party. Following termination of the Agreement and/or expiration of the Term, Client will immediately: (i) discontinue all use of the Licensed Products; and (ii) purge the Licensed Products from Client's computer systems and return the Licensed Products to PBSI, including any media, copies and any related Confidential Information. At PBSI's request, Client will certify in writing to PBSI that Client has taken all actions required in this paragraph.

4. Confidentiality.

a) **Confidential Information.** "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) this Agreement, 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) **Use of Confidential Information.** 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; 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, and agents, who require access to such information to abide by such obligations.

c) Exclusions. 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) Protective Order. 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.

e) Equitable Relief. Disclosing Party may be irreparably damaged if the obligations under this Section 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 or any other appropriate equitable order or decree.

5. Warranties; Limitation of Liability. Client acknowledges that the Licensed Products are pre-release versions and may contain errors, omissions, and programming issues. PBSI will have no obligation to correct any defects or programming issues in the Licensed Products or to ensure that the Licensed Products operate properly. CLIENT ACCEPTS THE LICENSED PRODUCTS "AS IS" AND UTILIZES THE LICENSED PRODUCTS AT ITS OWN RISK. PBSI MAKES NO WARRANTIES HEREUNDER AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PBSI AND ITS THIRD PARTY LICENSORS WILL NOT BE LIABLE IN ANY EVENT TO CLIENT OR ANY OTHER PERSON, REGARDLESS OF THE CAUSE, FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, MULTIPLE OR CONSEQUENTIAL DAMAGES ARISING FROM OR OCCASIONED BY CLIENT'S USE OF THE LICENSED PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. GENERAL.

a) 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 Client 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.

b) Assignment. Client will not assign its rights or obligations under this Agreement without the prior written consent of PBSI.

c) Delivery. If physical delivery of the Licensed Products is required, delivery of the Licensed Products will be FOB point of origin (within the United States) and for deliveries outside of the United States or from any country outside of the United States, delivery will be Carriage Paid To (CPT). PBSI may, to the extent available, deliver the Licensed Products or key codes electronically via the Internet or permit Client to download the Licensed Products or key codes from PBSI's website.

d) Severability. If any provision of this Agreement 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.

e) Notices. All notices hereunder will be in writing and will be sent by overnight courier or regular mail to the party's address set forth in the Order Form attn. Legal Department.

f) Conflicting Terms. This Agreement and the Order Form and all appendices, exhibits, schedules and attachments thereto constitutes the sole and complete agreement between the parties with regard to its subject matter, may not be modified or amended except by a writing signed by both parties, and supersedes all proposals, understandings, representations, prior agreements or communications relating to the Licensed Products and the subject matter of this Agreement. This Agreement also supersedes any pre-printed terms contained on any purchase order or similar document issued by Client and any such terms will have no force or effect.