SOFTWARE AND DATA END USER LICENSE AGREEMENT

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1.   Definitions. As used in this Agreement, the following terms have the meanings set forth below:

"Affiliate" means an entity that Controls, is Controlled by or is under common Control with a party;

"Application" means the application, if any, identified in an Order;

"**Computer**" means the server or computer identified in an Order on which Licensed Products are authorized to be installed and used;

"Control" means the ownership of more than fifty percent (50%) of an entity's stock or other voting interest;

"**Data Output**" means the maps, reports or other information generated by analyzing or processing Subscription Data, including geocode coordinates or address corrections appended to Licensee database records.

"Data Record" means each separate, individual digital data record which is used, referenced or accessed by the Licensed Products;

"**Documentation**" means the current technical and user documentation for the Licensed Products, Support Guidelines and other specifications. The Documentation may be modified from time-to-time to incorporate Enhancements;

"**Enhancements**" means any updates, upgrades, modifications, new releases and corrective programming to the Software, Subscription Data and Documentation that are provided as part of Maintenance Services;

"**Installation Site**" means the location identified in an Order where the Licensed Products are authorized to be installed and used;

"Licensee" means Client or the Affiliate of Client identified in an Order that is authorized to use the Licensed Products identified therein;

"Licensor" means PBSI or the Affiliate of PBSI identified in an Order that is granting the license set out therein;

"Licensed Products" means the Software and Enhancements;

"**Maintenance Services**" means the services described in Section 8(b), below;

"MIPS" means the processing speed of a computer expressed in millions of instructions per second;

"**Order**" means the document pursuant to which a Licensee licenses Licensed Products and obtains related services;

"Processor Cores" or **"CPU Cores"** means the number of cores on each processor or CPU in the Computer;

"Remote Access" means access to and use of the Licensed Products, including, without limitation, the submission and/or receipt of data, documents or processing instructions, directly or indirectly via a server, Internet, independent software application or otherwise, to the Computer, from locations other than the Installation Site;

"**Service Provider**" means a Licensee that uses the Licensed Products to perform services, including, without limitation: to verify address information and/or provide postal-related services; develop, design, archive, process and/or print bills, statements or other business documents; merge or convert print stream data; append geographic coordinates to address records or other data and/or perform other data processing services; for entities other than Licensee, such as an Affiliate;

"Software" means the computer software identified in an Order;

"**Subscription Data**" means data files, including, but not limited to, postal, census, geographic, demographic, and other data, that are either identified in an Order or otherwise licensed with certain of the Licensed Products;

"**Support Guidelines**" means the then current technical support guidelines for the Licensed Products located at http://www.pbinsight.com/resources/get/9898;

"Transaction" means a record or user query that is submitted to the Licensed Products;

"User" means an individual authorized by Licensee to use the Licensed Products in accordance with an Order regardless of whether the individual is actively using the Licensed Products at any given time; and

"**Warranty Period**" means the ninety (90) day period following initial delivery of the Software.

2.   Scope of Agreement; Orders by Licensee. From time to time during the term of this Agreement, Client may license Licensed Products and obtain Maintenance Services by entering into one or more Orders, which will become effective when executed by both parties. Each Order will constitute a separate contract between the parties, and will be governed in all respects by the terms of this Agreement and the applicable Order. Any conflict between the terms of an Order and this Agreement will be resolved in favor of the Order.   Affiliates of Client are authorized to place Orders under this Agreement (each a "Client Affiliate"). By submitting an Order under this Agreement, Client Affiliate is deemed to agree to be bound by the terms of this Agreement. The term "Licensee" as used in this Agreement and the applicable Order will be deemed to refer to either Client or such Client Affiliate entering into the Order.

3.   Grant of License.

a)   Subject to the terms and conditions of this Agreement and all Orders, Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the Licensed Products in accordance with the terms of this Agreement and the applicable Order. Unless otherwise identified in an Order, the Subscription Data is licensed for twelve (12) month terms and the license to the Subscription Data may be renewed for additional twelve (12) month terms as part of Maintenance Services in accordance with Section 8. The grant of rights to the Licensed Products

is not a sale of the Licensed Products. Licensor and its third party providers reserve all rights not expressly granted by this Agreement.

4.   Use of Licensed Products.

a)   Licensee is permitted to use the Licensed Products and Data Output only for its own internal business purposes. The Licensed Products will be installed and used only at the Installation Site on the Computer containing up to the number of MIPS or Processor Cores set out in the applicable Order and utilizing the operating system set out therein. If the Licensed Products are installed in a virtual environment, the number of Processor Cores within the environment that may be used, in whole or in any part, to access the Licensed Products will be set forth in the applicable Order. Remote Access to the Licensed Products and use of the Licensed Products as a Service Provider are prohibited unless otherwise authorized in the applicable Order. Additional terms of authorized use are as set forth in the applicable Order, and may include limitations on: (i) the number of Users; (ii) the Application authorized to access the Licensed Products and use the Data Output; and (iii) the number of Transactions processed or Data Records accessed using the Licensed Products. Licensed Products licensed for desktop use by a specific number of Users may be installed on the number of devices equal to the specific number of User licenses purchased, or may be installed on multiple devices so long as the number of Users do not exceed the number of licenses purchased.

b)   Licensee may add additional Processor Cores or MIPS to the Computer, transfer the Licensed Products to a different computer with more MIPS or Processor Cores, utilize the Licensed Products with a different operating system, process additional Transactions or add Users or Applications upon PBSI written consent and the payment of applicable fees. If the Installation Site is located in the United States, such Installation Site may be changed to another location within the United States upon written notice to Licensor, but may not be changed to a location outside the United States absent Licensor's prior written consent. If the Installation Site set forth in the Order is located outside of the United States, such Installation Site may be changed to another location within the original country upon notice to Licensor, but may not be changed to a different country absent Licensor's prior written consent.

c)   Licensee may make a reasonable number of copies of the Licensed Products and Documentation solely for back up or disaster recovery purposes. Licensee must reproduce all copyright, trademark, trade secret and other proprietary notices in such copies. The back up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer becomes inoperative. If the Computer becomes inoperative, the Licensed Products can only be used on a back-up computer utilizing the same operating system with equal to or a fewer number of Processor Cores or MIPS as the Computer. Except to perform disaster recovery testing in accordance with Licensee's disaster recovery procedures, Licensee is not permitted to use the back up or disaster recovery copies of the Licensed Products for production or testing concurrently with the production or testing copies of the Licensed Products.

d)   Licensee may install, for a period not to exceed fifteen (15) days from date of installation, Enhancements in a test environment for the sole purpose of determining if such Enhancements will be deployed by Licensee on the authorized Computer(s). Thereafter, Licensee is permitted to install only the authorized number of licensed copies of the Licensed Products on the authorized Computers.

e)   Licensee may, upon prior written notice to Licensor, permit its third party contractors to access and use the Licensed Products solely on behalf of, and for the benefit of, Licensee, so long as: (i) contractor agrees to comply fully with all terms and conditions of this Agreement and the applicable Order(s) as if they were Licensee; (ii) Licensee remains responsible for each contractor's compliance with this Agreement and the applicable Order(s) and any breach thereof; (iii) any User limitation includes User licenses allocated to Contractors; and (iv) the contractor is not a competitor of PBSI, Licensor or any Licensor Affiliate. All rights granted to any contractor hereunder terminate immediately upon conclusion of the services rendered to Licensee that gives rise to such right. Upon termination of such rights, contractor must immediately cease all use of the Licensed Products, un-install and destroy all copies of the Licensed Products, Documentation and any other Licensor information in its possession, and must certify in writing upon Licensor request of compliance with this section.

f)   In addition to the terms of this Agreement and the Order(s), product-specific license terms applicable to certain Licensed Products can be found at http://www.pb.com/license-terms-of-use/ and are hereby incorporated into this Agreement by reference.

5.   General Use Restrictions.

a)   Licensee will not: (i) make derivative works of the Licensed Products; (ii) reverse engineer, decompile or disassemble the Licensed Products or any portion thereof; (iii) make copies of the Licensed Products or Documentation except as otherwise authorized in Section 4(c) or an Order; (iv) disclose the Licensed Products, Documentation or any other Licensor information marked confidential or proprietary to any third party; (v) sublicense, rent, lease, lend, or host the Licensed Products to or for other parties; (vi) attempt to unlock or bypass any initialization system, encryption methods or copy protection devices in the Licensed Products; (vii) modify, alter or change the Licensed Products; (viii) alter, remove or obscure any patent, trademark or copyright notice in the Licensed Products or Documentation; or (ix) use components of a Licensed Product independent of the Licensed Products they comprise.

b)   Licensee is prohibited from using the Licensed Products within or in conjunction with in-flight navigation or any vehicle navigation system providing turn-by-turn directions.

c)   Licensee will not use Data Output outside of the Application designated in the Order (if applicable), or disclose Data Output to third parties except as authorized in the applicable Order(s), including the longitude and latitude or "x,y" coordinates contained therein. Any authorized disclosure of Data Output to third parties must prohibit those third parties from selling, sublicensing or disclosing the Data Output to additional third parties and from using the Data Output for any purpose other than as authorized in the applicable Order(s). Licensee may use Data Output to derive conclusions or recommendations that form part of Licensee's services to its customers, but Licensee may not provide Data Output as part of those services. Licensee may translate Subscription Data into other data formats so long as use of the Subscription Data in all formats does not exceed the limits of this Agreement and the applicable Order(s).

6.   Fees; Payment Terms.

a)   Licensee will pay to Licensor, or Licensor's authorized designee or agent, the license, maintenance, training and any other fees set out in an Order. All fees identified in an Order or this Agreement and any applicable taxes are due and payable within thirty (30) days from the date of Licensor's invoice. Licensee will pay a late charge of one and a half percent (1.5%) per month or the highest amount permitted by law, whichever is less, on any fees not paid by the due date. Unless otherwise identified in an Order, all fees are stated in and will be paid in United States currency.

b)   The fees do not include any amount for taxes. Licensee will pay all federal, state and local sales, use, property, excise, and other taxes imposed on or with respect to this Agreement or an Order for the products and\or services provided hereunder. If any sales, use, excise or other taxes (except for taxes based on Licensor's net income) are assessed against or required to be collected in connection with this Agreement or an Order, Licensor will itemize such taxes on invoices issued in connection with an Order.

7.   Indemnification.

a)   Licensor will indemnify, defend and hold Licensee, its officers, directors and employees, harmless from all losses, damages, and reasonable costs and expenses to the extent they arise out of a claim by a third party that the Licensed Products, when used in accordance with the Documentation and in compliance with the terms of this Agreement and the applicable Order(s), infringe or misappropriate any copyright, trade secret, trademark or patent registered or valid within the country the Licensed Products are authorized to be installed as set out in the applicable Order. Licensor will have control of the defense and will defend at its own expense, any claim or litigation to which this indemnity relates, including the right to settle any such claim. Licensee must notify Licensor promptly of any such claim and provide reasonable cooperation to Licensor, upon Licensor's request and at Licensor's cost, to defend such claim. Licensor will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's

prior consent. Licensee may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

b)   If the Licensed Products are subject to a claim of infringement or misappropriation, or if Licensor reasonably believes that the Licensed Products may be subject to such a claim, Licensor reserves the right to: (i) replace the Licensed Products with functionally equivalent Software or Subscription Data; (ii) modify such Licensed Products while retaining substantively equivalent functionality; (iii) procure at no cost to Licensee the right to continue to use such Licensed Products; or (iv) if the foregoing is not commercially reasonable, direct Licensee to terminate use of such Licensed Products. If Licensor directs Licensee to terminate use of such Licensed Products (or a permanent injunction is issued against such use), Licensee will immediately terminate such use and Licensee's remedies, in addition to the indemnification set out herein, will be limited to a pro rata refund of the current maintenance fees unused at the time of termination plus license fees previously paid for such Licensed Products that are subject to the infringement or misappropriation claim based on: (i) a term of sixty (60) months following execution of the applicable Order for a perpetual license; or (ii) any pre-paid but unused fees for the balance of a limited term license.

c)   Licensor will have no obligation to indemnify Licensee under this Section 7 if the infringement or misappropriation results from Licensee's (i) modification of the Licensed Products; (ii) combination, operation or use of the Licensed Products with non-Licensor software products if such claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; (iii) use of the Licensed Products in breach of this Agreement or an Order; or (iv) use of other than the most current release of the Licensed Products if such claim of infringement or misappropriation could have been avoided by Licensee's use of such current release of the Licensed Products, provided Licensor delivered such superseding version to Licensee and notified Licensee of the need to use such version.

8.   Maintenance; Renewal of Term License.

a)   Licensee will obtain Maintenance Services for Licensed Products for the initial term set forth in the Order and for the fees set forth therein. Following such initial term, Licensee may elect to purchase additional Maintenance Services in twelve (12) month terms at Licensor's then current rates in accordance with this Section 8.

b)   Maintenance Services consist of: (i) reasonable amounts of telephone support to assist Licensee with the use of the Licensed Products in accordance with the Support Guidelines; (ii) Enhancements provided to other licensees of the Licensed Products who have paid for Maintenance Services for the current maintenance term; (iii) Subscription Data, as applicable; and (iv) the correction of errors or non-conformities with the Licensed Products in accordance with the Support Guidelines. Telephone support is provided only to the individuals located at a single designated location. If Licensor is unable to correct a reported error or non-conformity that is classified in the Support Guidelines as a critical or high severity level problem within thirty (30) days following notice from Licensee or an additional period of time reasonably agreed to by the parties, Licensee may terminate Maintenance Services for such Licensed Products and receive, as its remedy, a pro-rata refund of the fees paid for Maintenance Services for the balance of the existing maintenance term.

c)   Maintenance Services for the Licensed Products may be terminated by Licensee prior to the end of a term upon notice to Licensor. Licensor may terminate Maintenance Services for the Licensed Products upon at least ninety (90) days written notice to Licensee prior to the end of any term or upon one hundred eighty (180) days written notice to Licensee for any superseded versions of the Licensed Products or if the Licensed Products are licensed for use on an operating system or Computer that is no longer supported by their developer or manufacturer.

d)   If Licensee terminates or declines to renew Maintenance Services for the Licensed Products and subsequently elects to renew Maintenance Services, Licensee will pay to Licensor the fees for the subsequent twelve (12) month renewal term plus three times (3x) the applicable fees for the total period of non-maintenance.

e)   Prior to the expiration of the term to any Licensed Products licensed on a limited term, Licensee may renew or extend the term license for such Licensed Products upon agreement by Licensor at rates and for the duration set forth in a quote issued by Licensor. Licensee may issue Licensor a purchase order for such renewal as set forth in the quote, provided such purchase order will: (i) incorporate the terms of the Agreement and the applicable Order, as may be amended; and (ii) not introduce any new terms. The parties agree that any pre-printed terms on such

purchase order will have no force or effect, and Licensor hereby expressly disclaims any acceptance of such additional terms. If a Licensee has a term license to the Licensed Products, Licensee must renew the term license in order to purchase and obtain additional Maintenance Services for such Licensed Products.

9. Training; Services.

a) In consideration of the fees for training set out in an Order, Licensee may attend the training class identified therein. Licensee must attend and, if the training is on-site at Licensee's location, permit Licensor to perform the training course prior to the expiration date set out in the Order. If Licensee fails to have personnel attend the training class or permit Licensor to perform the training class prior to such expiration date, Licensor will not provide Licensee with a refund of the training fees or be obligated to perform the training. Unless otherwise specified in an Order, training will be provided at one of Licensor's training locations. Licensee will be solely responsible for all travel-related expenses incurred in attending such training. If an Order provides for training at Licensee's location, Licensee will pay for all reasonable travel-related expenses incurred by Licensor in the performance of the training.

b) Licensor, upon Licensee request, may perform additional consulting and professional services for Licensee ("Services"). Any Services performed by Licensor will be set forth in a Statement of Work ("SOW") executed by the parties and governed by the terms of this Agreement and addendum to this Agreement executed by the parties.

10. Warranties; Disclaimers.

a) Licensor represents and warrants that it has the right to grant to Licensee the rights granted hereunder.

b) Licensor represents and warrants that during the Warranty Period the Licensed Products will perform all material functions set out in the Documentation for such Licensed Products and otherwise operate in substantial accordance with such Documentation. If, during the Warranty Period the Licensed Products fail to comply with this warranty, Licensee must notify Licensor in writing of any alleged errors or non-conformities with the Licensed Products. Licensor will have thirty (30) days from receipt of such notice or an additional period of time as reasonably agreed to by the parties to correct such errors or non-conformities in accordance with the Support Guidelines. If Licensor is unable to timely correct such errors or non-conformities, Licensee may elect to terminate the license to such Licensed Products. If Licensee terminates the license to such Licensed Products during the Warranty Period in accordance with this Section, Licensee will, as its remedy, receive a refund of all fees previously paid for such Licensed Products.

c) LICENSOR DOES NOT WARRANT THAT THE LICENSED PRODUCTS WILL OPERATE ERROR-FREE OR THAT LICENSOR WILL CORRECT ALL PRODUCT ERRORS INCLUDING THOSE DESIGNATED AS MEDIUM OR LOW SEVERITY LEVEL ISSUES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE LICENSED PRODUCTS ARE PROVIDED "AS IS" AND LICENSOR AND ITS THIRD PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PRODUCTS AND SERVICES FURNISHED UNDER THIS AGREEMENT, 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.

d) LICENSOR WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED BY THE UNAUTHORIZED USE OF THE LICENSED PRODUCTS OR ACTS OF ABUSE OR MISUSE BY LICENSEE. IN ADDITION, LICENSOR WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE INTERRUPTION OR LOSS OF USE OF THE LICENSED PRODUCTS OR THE LOSS OR CORRUPTION OF LICENSEE'S DATA OR FILES PROCESSED OR STORED BY THE LICENSED PRODUCTS.

e) THE LICENSED PRODUCTS MAY CONTAIN A DISABLING DEVICE OR DEVICE REQUIRING ENABLEMENT: (i) TO COMPLY WITH REQUIREMENTS OF REGULATORY AUTHORITIES; (ii) TO PREVENT USE OF THE LICENSED PRODUCTS BEYOND THE TERM OF A LICENSE IDENTIFIED IN AN ORDER OR ON A COMPUTER OTHER THAN THE COMPUTER AUTHORIZED IN AN ORDER; AND/OR (iii) TO PREVENT USE OF THE LICENSED PRODUCTS IN EXCESS OF ANY TRANSACTIONS (OR OTHER RESTRICTIONS) OR BY MORE THAN THE NUMBER OF USERS SET OUT IN AN ORDER.

11. 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 LICENSOR'S THIRD PARTY SUPPLIER'S) MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY ORDER OR SOW (IN TORT, CONTRACT OR OTHERWISE) WILL NOT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE TO LICENSOR UNDER THE APPLICABLE ORDER OR SOW.

C) EXCLUSIONS. THE FOREGOING DISCLAIMER SET FORTH IN SECTION 11(A) DOES NOT APPLY TO LICENSEE'S BREACH OF SECTION 5(A) (GENERAL USE RESTRICTIONS) OR LICENSOR'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7. THE FOREGOING MAXIMUM LIABILITY SET FORTH IN SECTION 11(B) DOES NOT APPLY TO LICENSEE'S BREACH OF SECTION 4 (USE OF LICENSED PRODUCTS), SECTION 5 (GENERAL USE RESTRICTIONS), LICENSEE'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER AN ORDER OR SOW, OR LICENSOR'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.

12. Term; Termination.

a) This Agreement will commence as of the date set forth above and will continue in effect until terminated as set forth in this Agreement or as agreed to in writing signed by both parties. Each Order or SOW will be effective as of the date set forth in such Order or SOW and will remain in effect until its expiration. Any Order entered into before the termination of this Agreement will remain in full force and effect for its entire term and this Agreement will remain in full force and effect for purposes of such Order until the termination of such Order, or in the case of perpetual licenses granted under an Order, for the duration of the license.

b) Either party may terminate this Agreement or any Order by written notice to the other party if the other party commits a material breach of this Agreement or the applicable Order 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.

c) Upon: (i) expiration of a term license to any of the Licensed Products, unless such term license is renewed; (ii) termination or expiration of the license to any of the Licensed Products for any reason; or (iii) termination of an Order, Licensee will immediately cease use of the applicable Licensed Products and delete and/or remove all copies of such products from its servers, terminals and other computer systems and promptly return or destroy all copies of the Licensed Products, Documentation and any other Licensor confidential and proprietary information in Licensee's possession. If requested, Licensee will certify compliance with the foregoing in writing.

d) Sections 6 (Fees, Payment Terms), 7 (Indemnification), 10 (Warranties, Disclaimers), 11 (Limitation of Liability), 12 (Term, Termination), 16(e) (General), 17 (Applicable Law), 18 (Verification) and other sections that by their nature are intended to survive will survive termination of this Agreement or an Order indefinitely or to the extent set out therein.

13. Force Majeure. Except for Client's payment obligations, neither party is responsible from any delay or failure to perform resulting from causes beyond its reasonable control.

14. Assignment. Licensee is not permitted to transfer or assign (by operation of law or otherwise) any of its rights or obligations under an Order or this Agreement without the prior written consent of Licensor, which consent will not be unreasonably withheld, delayed or denied. Any such transfer or assignment without Licensor's written consent will be void and of no force and effect.

15. Publicity. Subject to Licensee's consent, which will not be unreasonably withheld, delayed or denied, Licensor may prepare a press release, case study or other collateral regarding Licensee's use of the Licensed Products.

Otherwise, neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party except Licensor may use Licensee's name in Licensor's client list.

16. General.

a)   No waiver of any breach of any provision of this Agreement or an Order by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or an Order 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 Licensor under this Agreement may be sent by postal mail service or e-mail to the individual designated by Licensee. Any notice delivered to Licensor hereunder must be sent to the attention of "Contract Administration."

c)   If any provision of this Agreement or an Order, 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 or Order will remain in full force and effect.

d)   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). Licensor may, to the extent available, deliver the Licensed Products, Enhancements or key codes electronically via the Internet or permit Licensee to download the Licensed Products, Enhancements or key codes from Licensor's website.

e) Licensee agrees not to export, re-export, or provide the Licensed Products to: (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List; or (iv) any person or entity where such export, re-export or provision violates any U.S. Export control or regulation.

f)   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.

17. 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.

18. Verification. Upon ten (10) days written notice, Licensor or its designated third party may verify Licensee's compliance with the terms of the Agreement and applicable Order at all locations and for all environments in which Licensee uses the Licensed Products. Such verification will take place no more than one (1) time per twelve (12) month period during normal business hours in a manner which minimizes disruption to Licensee's work environment.   Licensor may use an independent third party under obligations of confidentiality to provide assistance. Licensor will notify Licensee in writing if any such verification indicates that Licensee has used the Licensed Products in excess of the use authorized by the Agreement or Order. Licensee agrees to promptly enter into an Order and pay all associated fees directly to Licensor for the charges that Licensor specifies including, but not limited to: (i) any excess use; (ii) maintenance and/or subscription fees for the excess use for the duration of such excess or (2) two years, whichever is less; and (iii) any additional charges determined as a result of such verification.

19. U.S. Government Restricted Rights. If Licensee is an agency of the United States Government, the Licensed Products will be deemed "commercial computer software" or "commercial computer software documentation" and the Governments rights with respect to such Licensed Products and Documentation are limited by the terms of this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

20. <u>Entire Agreement</u>. This Agreement and each Order and all appendices, exhibits, schedules and attachments hereto constitute 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 except as otherwise indicated herein, 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 Licensee and any such terms will have no force or effect. Neither this Agreement nor any Order will be construed against the party that has prepared such Agreement or Order, but instead will be construed as if both parties prepared the Agreement or Order.