

ON-DEMAND TRIAL EVALUATION AGREEMENT

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 Trial Evaluation Subscription Order, you are agreeing to the terms of this On-Demand Trial Evaluation 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 Trial Evaluation Agreement for the same Service.

1. GRANT OF LICENSE

a) PBSI hereby grants Customer a limited, non-exclusive, non-transferable license to access and use the hosted subscription services offered by PBSI, which may include geocoding, routing, mapping, address cleansing and other data processing services (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.

b) Customer shall access and use the Service solely for evaluation and shall not use the Service for production, development or any other purpose and only to perform the number of Transactions set out in the Trial Evaluation Subscription Order. PBSI reserves all rights to the Service not expressly granted by this Agreement. For purposes of this Agreement, "Transaction" shall mean the submission and processing of each individual data record, such as an address record, telephone number or user query, or other material ("Customer Data") to the Service or the response to each individual Customer Data or user query submitted to the Service.

c) Customer is prohibited from: (i) attempting to unlock or bypass any initialization system, encryption methods or copy protection device incorporated into the Service; (ii) altering, removing or obscuring any patent, copyright, or trademark notice contained in the Service; (iii) storing or appending to Customer's database vector data (including latitude/longitude or "x,y" coordinates) for any purpose; (iv) providing vector data to third parties; or (v) providing access to the Service to any third party. No deployment or production of Service-based applications is permitted under any license granted in this Agreement.

2. 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 and any third party data appended to the submitted Transaction; (ii) software technical and user documentation and guides; (iii) customer and prospect lists, pricing proposals; (iv) marketing, sales, financial and other business information, data and plans; (v) research and development information; (vi) formulas, methods, know-how, processes, designs, product evaluations, including the result thereof, bug fixes, reported problems with the Service 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. 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 during the term of this Agreement and for a period of twenty four (24) months thereafter.

3. NO WARRANTY

THE SERVICE AND THE RELATED SOFTWARE IS PROVIDED "AS IS." PBSI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. LIABILITY

UNDER NO CIRCUMSTANCES SHALL PBSI BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, COSTS, LOSSES AND/OR EXPENSES ARISING OUT OF OR RELATED TO CUSTOMER'S USE OF THE SERVICE AND THE RELATED SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. TERM

This Agreement shall commence on the date set forth in the Trial Evaluation Subscription Order and shall continue for the term set forth therein. Either party may terminate this Agreement and the Trial Evaluation Subscription Order for any reason immediately upon written notice to the other party. Upon termination of this Agreement and the Trial Evaluation Subscription Order for any reason, Customer's access to the Service shall also terminate. Upon notification of termination, Customer shall immediately cease use of the Service and purge its system and records of all Confidential Information provided by PBSI and each party shall promptly return all Confidential Information of the other party in its possession.

6. GENERAL

- a) This Agreement shall be governed by the laws of the State of New York without regard to its conflict of law principals. This Agreement shall not be subject to the Maryland Uniform Computer Information Transactions Act.
- b) Customer shall not assign its rights and obligations under this Agreement without the prior written consent of PBSI.
- c) If any provision of this Agreement or the Trial Evaluation Subscription Order, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement or the Trial Evaluation Subscription Order and the remaining provisions shall remain in full force and effect.
- d) This Agreement and the Trial Evaluation Subscription Order constitutes the entire agreement between PBSI and Customer, and supersedes all understandings, representations, prior agreements or communications relevant to Customer's evaluation of the Service.
- e) PBSI shall not be deemed in default under this Agreement or the Trial Evaluation Subscription Order as a result of any delay in the performance of its obligations due to causes beyond its reasonable control.

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, SuiteLink and LACSLink. 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, SuiteLink and LACSLink data.

a) The delivery point validation (the "DPV Product"), LACSLink and SuiteLink and any updates, materials, know-how, computer code, and technical information (hereinafter collectively, the "USPS Data") are confidential and proprietary to the USPS and shall remain the property of USPS. Customer shall maintain the USPS Data in strict confidence in accordance with the terms of the Agreement.

b) Customer is prohibited from: (i) modifying, improving, correcting, or enhancing the USPS Data in any way; (ii) combining the USPS Data, or any portion thereof, with other information, data, software or the like to create any derivative product of the USPS Data; or (iii) making or reducing to practice any invention, idea or concept, whether patentable or not, on or relating to the USPS Data, or any portion thereof, without the prior written approval of USPS.

c) Customer shall not: (i) use the USPS Data 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) rent, sell, distribute or otherwise provide any of Customer's proprietary address lists, service products, or other system of records that contain address attributes derived or updated through the use of the USPS Data; or (iii) in addition to the foregoing, 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.

- d) Customer is not permitted to export the USPS Data outside the United States or its territories.
- e) Customer agrees and acknowledges that USPS retains all right, title and interest in the USPS Data, and all trademarks, trade dress, service marks, trade secrets, copyrights, patents and other intellectual property rights related thereto.
- f) The USPS shall be a third party beneficiary with respect to the license to the USPS Data granted hereunder and thereby shall have the right to directly enforce against Customer the restrictions with respect to the USPS Data set out herein.
- g) NEITHER PBSI NOR THE USPS SHALL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE USPS DATA. 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 BY THIS LICENSE. PBSI shall document all disabling devices to Customer. In the event 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.
- i) Notwithstanding any provision set out in the Agreement regarding any limitation of liability, Customer shall promptly reimburse PBSI to the full amount of any damages or other claims that PBSI is required to pay, and shall otherwise hold PBSI harmless from demands, costs and damages paid to third parties, which are a result of Customer's failure to comply with any of the obligations set out in these provisions.
- j) Notwithstanding anything to the contrary elsewhere in the Agreement or any applicable order, the USPS Data is not licensed on a perpetual basis, and may only be licensed for the limited term set out in the applicable order. Customer may elect to renew Customer's term license the USPS Data to the extent PBSI continues to offer a license to the USPS Data, for an additional term upon payment of the applicable renewal fees. PBSI shall have the right to terminate Customer's license to the USPS Data if (i) the USPS cancels PBSI's right to distribute the USPS Data, (ii) Customer is in breach of any of the foregoing provisions; or (iii) the Agreement or applicable order is terminated.