ON-DEMAND SUBSCRIPTION AGREEMENT
(01/14)

This On-Demand Subscription Agreement (the "Agreement") is made and entered into effective this day of , (the "Effective Date") by and between:

Pitney Bowes Software Europe Limited
Building 5 Trident Place
Hatfield Business Park
Mosquito Way
Hatfield
Hertfordshire
AL10 9UJ
("PBS")

("Client")

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 10(b), below, and downtime arising from causes beyond the reasonable direct control of PBS, such as the interruption or failure of telecommunications or digital transmission links, hostile network attacks or a Force Majeure, as set out in Section 15, below;

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

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

"Documentation" shall mean PBS's guide for the Service maintained on PBS's website that describes the functionality and service level support for the Service;

"Service" shall mean the subscription services offered by PBS as more fully described in Exhibit 1;

"Subscription Order" shall mean Exhibit 1 or a subsequent document pursuant to which Client acquires the right to access the Service;

"Transaction" shall mean the submission and processing of each individual Client Data to the Service or the response to each individual Client 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. PBS hereby grants Client a non-exclusive, non-transferable, revocable right to access and use the Service identified in the Subscription Order during the term of the Subscription Order, subject to the terms of this Agreement and the Subscription Order. PBS further grants Client a non-exclusive, non-transferable, revocable license to any software, including any software development kits, provided by PBS under this Agreement. PBS reserves all rights to the Service not expressly granted by this Agreement.

3. Term of Agreement.

a) This Agreement is effective on the Effective Date and shall remain in effect for an initial Term of twelve (12) months (the "Initial Term"). Thereafter, this Agreement shall continue in effect until all Subscription Orders have expired or been terminated.
b) Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:
(i) the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
(ii) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
(iii) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
(iv) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
(iv) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
(vi) the other party ceases, or threatens to cease, to trade; or

(vii) there is a change of control of the other party within the meaning of section 840 of the Income and Corporation Taxes Act 1988; or
(viii) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

c) PBS may terminate this Agreement in accordance with Sections 5(c) and 14, below.

d) Each Subscription Order shall be effective on the date set out therein and shall remain in effect, subject to Section 3(a), above, during the term identified in the Subscription Order. Each Subscription Order shall automatically renew for twelve (12) month terms unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the applicable term of the Subscription Order.

e) Upon termination of this Agreement or expiration of the term of a Subscription Order, for any reason all licences granted under this Agreement shall immediately terminate. Client shall immediately cease use of the applicable Service and PBS and Client shall promptly return all Confidential Information of the other party. PBS may destroy or otherwise dispose of any of the Customer Data in its possession unless it receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Client of the then most recent back-up of the Customer Data. PBS shall use reasonable commercial endeavours to deliver the back-up to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by PBS in returning or disposing of Customer Data. Sections 4, 7, 8, 9, 12, 13, 18 and 19 shall survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment Terms.

a) Client shall pay to PBS the fees set out in each Subscription Order. Except as otherwise set out in a Subscription Order, all fees are and shall be paid in British Pound Sterling. Following the initial term of a Subscription Order, PBS may change the monthly or other usage fees upon thirty (30) days notice to Client. Client 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 PBS's net income.

b) All fees, expense reimbursements and taxes under this Agreement are due thirty (30) days from date of invoice. Client 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 Client fails to pay any invoices within fifteen (15) days following the due date, PBS may suspend performance of the Services upon ten (10) days written notice to Client.

5. Client Responsibilities.

a) Except as otherwise provided in a Subscription Order, Client 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, Client shall comply with the policy on the use of the Service set forth in the Documentation. All Client Data submitted to the Service must be submitted in PBS's submission format in accordance with the Documentation or any other format agreed to by the parties. Client shall also comply with applicable laws governing use of the Services, including, without limitation, any data protection or privacy laws.

b) Client shall identify to PBS its personnel responsible for Client's use of the Service, including any technical, administrative and contract matters. Client shall be solely responsible for the content of all Client Data submitted to the Service and shall comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Client Data. PBS shall, in providing the Services, comply with its privacy policy relating to the privacy and security of the Client Data available at http://www.pitneybowes.com/uk/privacy-statement.html or such other website address as may be notified to the Client from time to time], as such document may be amended from time to time by the PBS in its sole discretion.

c) Client shall not (i) 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; (ii) Client shall not reverse engineer, decompile or disassemble the Service or any PBS software; (iii) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; (iv) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the authorised users; (v) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 5. The occurrence of any of the foregoing shall be deemed a material breach and PBS may immediately terminate this Agreement upon notice to Client.

6. Data Protection

(a) Should PBS processes any personal data on the Client's behalf when performing its obligations under this Agreement, the parties record their intention that the Client shall be the data controller and PBS shall be a data processor and in any such case: (i) the Client acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Client and the authorised users are located in order to carry out the Services and PBS's other obligations under this Agreement; (ii) the Client shall ensure that:
(a) the Client is entitled to transfer the relevant personal data to PBS so that PBS may lawfully use, process and transfer the personal data in accordance with this Agreement on the Client's

behalf; and (b) the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; (c) PBS shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Client from time to time; and (d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

7. 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, Client 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. The Client acknowledges that the Services, the results of any performance tests of the Services constitute the PBS's Confidential Information. PBS may, subject to the terms of this Agreement, disclose Client's Confidential Information to any entity controlling, controlled by or under common control with PBS or a third party consultant or contractor assisting PBS with the Service or any of PBS's other obligations under this Agreement. PBS 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

8. Proprietary Rights; Suggestions. The Client acknowledges and agrees that PBS and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation. PBS confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement. Client shall retain all right, title and interest in and to all Client Data. Client grants PBS a royalty-free, worldwide, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Client relating to the operation of the Service.

9. Noninfringement; Indemnification.

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

b) In the event of an infringement claim or if Client's use of the Service is otherwise enjoined, PBS shall have the right to: (i) offer a replacement Service or replace or modify any software, at no cost to Client, which replacements shall be functionally equivalent to the Service or software (ii) procure, at no cost to Client, the right to continue to use the Service or any software, or (iii) direct Client to terminate use of the Service or any software. If PBS directs Client to terminate use of the Service or any software, Client's remedies, in addition to the indemnification set out herein, shall be limited to a refund of any prepaid but unused fees for the Service.

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

d) Client shall indemnify, defend and hold PBS harmless against any claim arising from: (i) Client's use of the Service in a

manner not permitted under this Agreement; (ii) a claim that the Client Data or any other data, files or other materials provided by Client to PBS 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. Client shall have control of the defence and shall defend at its own expense, any claim or litigation to which this indemnity relates. PBS shall notify Client promptly of any such claim and shall reasonably cooperate with Client, upon Client's request and at Client's cost, to defend such claim.

10. PBS Responsibilities; Support.

a) The Services shall be 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 Client 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 PBS to perform maintenance support services ("Scheduled Downtime"). PBS 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.

c) PBS may rely upon a third party to host the Service and PBS may in its sole discretion change such host. If the agreement between PBS and the host is terminated, PBS may, upon notice to Client, immediately terminate this Agreement and Client's sole remedy shall be a refund of any prepaid but unused fees for the Service.

11. Training. In consideration of the fees set out in a Subscription Order, Client may attend the training class identified therein. Training shall be provided, unless otherwise agreed to by the parties, as an online webinar or a prerecorded training session

12. Warranties; Disclaimers.

a) PBS represents and warrants to Client that the Service shall materially conform to the Documentation. PBS 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. PBS does not warrant the operability or accuracy of any Client Data processed by PBS.

b) Except for the express warranties set forth in this Agreement, PBS and its third party suppliers disclaim all other warranties and conditions, express or implied, with respect to the Services furnished under this Agreement, including but not limited to, any warranty of satisfactory quality, merchantability, fitness for a particular purpose, accuracy, reliability, course of dealing, course of performance or usage in trade.

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 9 AND SECTION 12(A), HEREIN, ACCESS AND USE OF ANY OR ALL SUCH DATA AND SOFTWARE IS PROVIDED "AS IS".

13. Limitation of Liability.

a) THE CLIENT ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE SERVICES AND THE DOCUMENTATION BY THE CLIENT, AND FOR CONCLUSIONS DRAWN FROM SUCH USE. PBS SHALL HAVE NO LIABILITY FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, INSTRUCTIONS OR SCRIPTS PROVIDED TO PBS BY THE CLIENT IN CONNECTION WITH THE SERVICES, OR ANY ACTIONS TAKEN BY PBS AT THE CLIENT'S DIRECTION. EXCEPT FOR PBS'S LIABILITY UNDER SECTION 9 AND AS SET OUT IN 13(C) PBS'S TOTAL LIABILITY TO CLIENT, IN TORT (INCLUDING NEGLIGENCE), , CONTRACT OR OTHERWISE IN RELATION TO THIS AGREEMENT OR AN ORDER, WILL BE LIMITED TO 110% OF THE AMOUNT OF LICENSE FEES PAYABLE BY SUCH CLIENT TO PBS UNDER SUCH ORDER.

b) Except as set out in 13 (c) below, under no circumstances will either party be liable for any (i) loss or damage to profits, sales, business, goodwill or anticipated savings; or (ii) business interruption or lost data; or (iii) punitive, special, consequential, incidental or indirect damages; even if such party has been advised of the possibility of such loss or damage.

c) Nothing in this Agreement shall exclude, limit or restrict either party's liability for: (i) death or personal injury resulting from the negligence of a party; (ii) fraud or fraudulent misrepresentation; (iii) either party's liability in connection with non-infringement; or (iv) any other cause of action which cannot be limited or excluded under applicable law.

14. Client Default. If Client is in breach of any provision of this Agreement, Client shall have fifteen (15) days following written notice from PBS, or an additional period of time as reasonably agreed to by the parties, to cure such breach. If Client is unable to timely cure such breach, PBS's remedies shall include, without limitation, the right to terminate this Agreement or suspend performance of the Services and Client's rights hereunder. If PBS terminates this Agreement or any of the rights granted hereunder, Client shall remain liable for all fees due under this Agreement prior to the date of such termination and no amount previously paid to PBS shall be refunded.

15. 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.

16. Assignment. Client shall not assign any of its rights or obligations under this Agreement, including the Subscription Order without the prior written consent of PBS, which consent shall not be unreasonably withheld, delayed or denied.

17. 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, Client may include Client's name in any client list.

18. Governing Law and Jurisdiction.

a) This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

b) The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

19. Verification. Upon ten (10) days written notice, PBS or its designated third party may verify Client's compliance with the terms of the Agreement and applicable order at all locations and for all environments in which Client uses the Service. 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 Client's work environment. PBS may use an independent third party under obligations of confidentiality substantially similar to those set forth in this Agreement to provide assistance. PBS will notify Client in writing if any such verification indicates that Client has used the Service in excess of the use authorized by the Agreement. Client agrees to promptly enter into an order for the Service and pay all associated fees directly to PBS for the charges that PBS 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.

20. 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 PBS under this Agreement may be sent by Royal Mail or e-mail to the individual designated by Client.

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.

d) If Client desires to retain PBS to provide any consulting services related to Client's use of the Service. Client and PBS shall execute a separate consulting agreement.

e) This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. Entire Agreement. This Agreement constitutes the entire agreement between PBS and Client, and supersedes all proposals, purchase orders, understandings, representations, prior agreements or communications relevant to Client's use of the Service. This Agreement also supercedes any preprinted terms contained on a purchase order or similar document issued by Client subsequent to the execution of this Agreement or a Subscription Order and such preprinted terms shall have no force or effect. Client has not been induced to enter into this Agreement by any representations or promises not specifically stated herein. Neither this Agreement nor a Subscription Order shall be construed against the party that prepared such document, but instead shall be construed as if both parties prepared the Agreement or addendum. This Agreement shall be signed by authorized representatives of PBS and Client.

Agreed to and accepted:

PITNEY BOWES SOFTWARE EUROPE LIMITED.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____