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: _____

PROFESSIONAL SERVICES AGREEMENT
(05.18)

This Professional Services Agreement is made and entered into effective this day of ("Effective Date") by and between:

Pitney Bowes Software Europe Limited	Insert Client Entity
Building 5 Trident Place Hatfield Business Park Mosquito Way, Hatfield Hertfordshire, AL10 9UJ	Insert Client Address
("PB")	("Client")

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 Client or PB;

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

"Data controller, personal data, and processing" are as set out in the Data Protection Legislation in force at the time.

"Data Protection Legislation" means (i) the Data Protection Act 1998, until the effective date of its repeal; (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.

"Deliverable(s)" means any computer software, written documentation, reports or materials developed by PB specifically for Client pursuant to a PSOF;

"PSOF" means a Professional Services Order Form executed by the parties that references this Agreement and describes the Services and Deliverables;

"Services" means the consulting services to be performed by PB as described in the PSOF;and

"Warranty Period" means the thirty (30) day period following completion of the Services.

2. Services.

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

b) PB will perform the Services in accordance with this Agreement and the PSOF. PB is not obligated to provide any Services unless set out in the PSOF. Unless otherwise set out in the PSOF or as agreed to by the parties, PB will commence performance of the Services fifteen (15) business days following execution of the PSOF and the Services will be performed at PB's offices. Unless otherwise stated in the PSOF, Services will be performed and billed in contiguous eight (8) hour increments. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

c) For a time and materials engagement, PB estimates that the Services will be completed in approximately the number of hours set out in the PSOF. PB does not represent, however, that the Services will be completed within the number of hours specified therein. Any estimates provided in the PSOF, including expected hours to complete the Services and any timeline provided by PB, are based on known functional requirements and

technical environments as of the effective date of the PSOF.

d) PB grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client. PB retains all right, title and interest to the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a PSOF.

e) Any modifications to the Services must be in writing and signed by authorized representatives of each party. The modifications may be set forth in a project change request or other document agreed to by the parties in writing. PB personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

3. Fees; Expenses.

a) Fees. Client will pay PB the fees set out in the PSOF or other executed order document (as applicable) for all Services performed by PB, and all taxes related thereto. All fees are due within thirty (30) days of receipt of an invoice from PB. Client will pay a late payment charge of 1.5% per month on any fees not paid by the due date.

b) Billing Schedule. Fees will be invoiced to Client based on one of the following billing options, as indicated in the PSOF:

(i) Time and Materials: For engagements with a time and materials billing schedule, invoices will be issued monthly in arrears as Services are performed, based on the hourly or daily rate set forth in the PSOF or other executed order document. If a minimum number of hours are indicated on the PSOF ("Minimum Hours"), Client will pay for and permit PB to perform the indicated number of Minimum Hours. Should any Minimum Hours not be performed within ninety (90) days of the effective date of the PSOF due to delay, unavailability, or other reason within Client's control, Client will promptly pay the fees for such Minimum Hours upon receipt of an invoice by PB, which will then be credited against the balance of fees due for completed Services as they are performed. If PB performs Services at Client's request on a weekend or federal holiday (for the country where the Services are being performed or if off-site the country where the PB resources are performing the Services), Client will pay PB one and a half (1.5) times the hourly or daily rate for all Services performed on such weekend or federal holiday.

(ii) Retainer Hours: Invoices will be issued to Client based on the number of hours or days indicated as Retainer Hours prior to commencement of any Services, based on the rates set forth in the PSOF or other executed order document. Retainer Hours are then allocated to Services performed upon execution until the Retainer Hours are depleted. All Retainer Hours will be consumed in eight (8) hour increments and must be used within twelve (12) months of the effective date of the original PSOF purchasing the Retainer Hours. If Client fails to use the Retainer Hours within such time period, PB will not refund the unused pre-paid fees and will be under no obligation to perform the Services.

(iii) Fixed Cost: Invoices will be issued upon delivery of milestones, or in accordance with a billing schedule set forth in the PSOF or other executed order document.

c) Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by PB in the performance of the Services in accordance with PB's corporate travel and expense policy, which will be billed on a monthly basis and due thirty (30) days following date of invoice.

d) PB will provide Client with a monthly project status report accounting for the number of hours of Services performed in the prior month, and the expenses incurred in performance of the Services.

4. Client Obligations.

a) Client will provide any assistance reasonably required by PB to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite.

b) Client will designate a project manager for the Services. The project manager will have the authority to make decisions on behalf of Client with respect to changes in the Services, resource allocation, expenditures, resolution of issues, scope changes and other matters involving the Services.

c) Client will maintain a back-up of any data or data files provided to PB.

d) Client will be responsible for securing all licenses for third party technology necessary for PB to perform the Services (including the right for PB to use such technology), and will be responsible for the performance of any third party providing goods or services to Client related to the Services, including such third party's cooperation with PB.

5. Warranty.

a) The Services will be performed in a professional manner in accordance with generally accepted industry

standards for the software consulting industry. PB will use reasonable commercial efforts to complete the Services in accordance with the PSOF. If the Services fail to comply with this warranty during the Warranty Period, Client will promptly notify PB in writing specifying in reasonable detail any alleged non-conformities in the Services. Upon such notice, PB will, as Client's remedy, promptly re-perform any such Services in accordance with the PSOF and this Agreement.

b) Except for the express warranties set forth in this Agreement, PB and its third party suppliers disclaim all other warranties and conditions, express or implied, with respect to the Services provided 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.

6. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a) "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 Deliverables); (iv) financial information or personnel data; (v) information concerning the customers and potential customers of either party; (vi) business practices, know-how, marketing or business plans; (vii) this Agreement and the PSOF, technical documentation, user manuals, and training materials; and (viii) 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 performance of the Services.

b) The Receiving Party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence, 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 and the PSOF. Each party agrees to cause its employees, subcontractors, agents and, if permitted, Affiliates, who require access to such information to abide by such obligations.

c) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this Section 6; 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) 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 as permitted by law to enable such party to try to protect the confidentiality of the Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided, however, that the Receiving Party may retain one copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this Section 6.

f) Disclosing Party may be irreparably damaged if the obligations under this Section 6 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 6 or any other appropriate equitable order or decree.

7. Indemnification.

a) PB will indemnify, defend and hold Client, 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 Deliverables or Services, as delivered by PB, infringe or misappropriate any copyright, trade secret, trademark or patent registered or valid within the country the Deliverables are authorized to be used. PB 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. Client must notify PB promptly of any such claim and provide reasonable cooperation to PB, upon PB's request and at PB's cost, to defend such claim. PB 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 the indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

b) If the Deliverables are subject to a claim of infringement or misappropriation, or if PB reasonably believes that the Deliverables may be subject to such a claim, PB will: (i) replace the Deliverables with a functional non-infringing equivalent; (ii) modify such Deliverables while retaining substantively equivalent functionality; or (iii) procure at no cost to Client the right to continue to use such Deliverables. If, however, PB determines that none of the foregoing alternatives are commercially reasonable, PB may terminate Client's license to the Deliverables and PB will, as Client's remedy, refund to Client the fees paid for such Deliverable.

c) PB will have no obligation to defend or indemnify Client under this Section 7 if the infringement or misappropriation results from: (i) modifications to the Deliverables by anyone other than PB; (ii) combination of the Deliverables with Client's equipment or non-PB software programs if such claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; (iii) Client's failure to implement modifications (which if delivered to Client expressly to avoid infringement, will be delivered at no additional cost to Client and which will provide substantially the same functionality as the infringing or potentially infringing Deliverables); or (iv) Services performed or Deliverables developed at the direction of Client, where Client specifies the means, manner or method of performing the Services or developing the Deliverables and to the extent PB did not exercise its independent judgment and discretion in performing the Services or developing the Deliverables.

8. Limitation of Liability.

a) Except as set out in 8(c) below, each party's total liability to the other party, in tort (including negligence), contract or otherwise relating to this Agreement or a PSOF, will be limited to 110% of the amount of fees payable by Client under such PSOF.

b) Except as set out in 8(c) below, under no circumstances will either party be liable for any (i) loss or damage to profits, sales, business, goodwill or anticipated saving; 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) PB's liability under Section 7 (Indemnification); or (iv) any other cause of action which cannot be limited or excluded under applicable law.

9. Term of Agreement.

a) This Agreement will commence on the Effective Date and will continue in effect until terminated as set forth in this Agreement or as agreed to by the parties. Each PSOF will be effective as of the effective date of the PSOF and will remain in effect until the Services are completed, or the termination date set out in the PSOF (the "Termination Date"), whichever is later. If no specific Termination Date is designated in the PSOF, Client may terminate the PSOF and this Agreement upon thirty (30) days written notice to PB.

b) Either party may terminate this Agreement and/or any PSOF immediately upon written notice to the other party for cause, if: (i) such party is in breach of a material provision of this Agreement or the PSOF and fails to cure such breach within fifteen (15) days following written notice of such breach; or (ii) the other party ceases to conduct business in its ordinary course; is adjudged bankrupt or insolvent under applicable law; has made a general assignment for the benefit of creditors; files or becomes subject as a debtor to a petition in bankruptcy for liquidation or reorganization; becomes otherwise insolvent; or admits its inability to pay its debts generally as they become due. Any PSOF 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 the PSOF until the termination or expiration of such PSOF,

c) Upon the effective date of termination of this Agreement or a PSOF, PB will cease performance of the Services. Client will pay PB for all Services performed prior to the date of termination plus any additional fees that may be due under the PSOF, including the fees for the balance of any unused Minimum Hours (as applicable). For Services performed on a fixed-cost basis, should the PSOF be terminated prior to delivery of any milestone or Deliverable, Client will pay PB at the hourly rate for all Services performed up to the date of termination as set forth in the PSOF. If no hourly rate is designated, Client will pay PB's then standard hourly rate for such Services.

d) Sections 3 (Fees, Expenses), 5(b) (Warranty), 6 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), 9 (Term of Agreement), 11 (Non-Solicitation) 16 (General) and 17 (Applicable Law), and any other provision which by its nature it intended to survive termination will

survive termination of this Agreement indefinitely or to the extent set out therein.

10. Data Protection.

a) Both parties will comply with all applicable requirements of the Data Protection Legislation.

b) Client and PB agree that the PB will not be processing any personal data on behalf of the Client as data controller.

c) PB will collect, use, disclose, transfer, and store personal information when needed to administer this Agreement and for our operational and business purposes, as further described in PB's Privacy Statement which is found here: http://pitneybowes.com/content/pb/uk/en/privacy-statement.html.

11. Non-Solicitation. During the term of this Agreement and for twelve (12) months thereafter, Client will not solicit for employment, nor knowingly employ (either as an employee, contractor or agent), any of PB's employees or subcontractors.

12. 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.

13. Independent Contractor. 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. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation.

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

15. Publicity. Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except PB may include Client's name in any PB client list.

16. General.

a) No waiver of any breach of any provision of this Agreement or the PSOF by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the PSOF 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 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 under this Agreement may be sent by e-mail or regular post or mail to the individual designated by Client or PB. Any notice delivered to PB hereunder shall be sent to the attention of "Contract Administration."

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

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

e) Rights of Third Parties. Except as provided in this Agreement that a third party may enforce or rely upon a term of this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement. Nothing in this Agreement shall affect

any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.

f) Client agrees not to export, re-export, or provide the Deliverables to: (i) any country to which the United States or any other applicable government or agency 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 other United States or other applicable export control or regulation.

17. Applicable Law. This Agreement shall be governed by the laws of England. The parties hereby consent to the exclusive jurisdiction of the English courts.

18. Entire Agreement.

a) This Agreement constitutes the entire agreement between PB and Client, and supersedes all prior agreements, proposals, purchase orders, understandings, representations or correspondence relevant to the subject matter hereof.

b) Client has not been induced to enter into this Agreement or the PSOF by any representations or promises not specifically stated herein. This Agreement and any PSOF shall be signed by authorized representatives of PB and Client. In the event of a conflict between this Agreement and a PSOF, the terms of the PSOF shall control.

Agreed to and Accepted:

PITNEY BOWES SOFTWARE EUROPE LIMITED.

By: _____

Name: _____

Title: _____

Insert Client Entity

By: _____

Name: _____

Title: _____