

All references to Pitney Bowes (“PBSI”) in these Terms and Conditions should be read as “Contractor (immixTechnology, Inc.), acting by and through its supplier, Pitney Bowes.”

### **PBSI MASTER LICENSE AGREEMENT**

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

“**Affiliate**” shall mean an entity that Controls, is Controlled by or is under common Control with Customer;

“**Application**” shall mean the application, if any, identified in an Order;

“**Computer**” shall mean the server or computer identified in an Order on which the Licensed Products are authorized to be installed and used;

“**Confidential Information**” shall mean the information identified in Section 6;

“**Control**” shall mean the ownership of more than fifty percent (50%) of an entity’s stock or other voting interest;

“**Documentation**” shall mean the current technical and user documentation for the Licensed Products. The Documentation may be modified from time-to-time to incorporate Enhancements;

“**Enhancements**” shall mean the updates, upgrades, modifications, new releases and corrective programming to the Software and Subscription Data that are provided as part of Maintenance Services;

“**Installation Site**” shall mean the location identified in an Order where the Licensed Products are authorized to be installed;

“**Licensee**” shall mean Customer or the entity identified in an Order that is authorized to use the Licensed Products identified therein;

“**Licensor**” shall mean PBSI or the entity identified in an Order that is granting the license set out therein. Licensor may include an entity that Controls, is controlled by or is under common Control with PBSI;

“**Licensed Products**” shall mean the Software, Enhancements and Subscription Data;

“**Maintenance Services**” shall mean the services described in Section 9(b), below;

“**MIPS**” shall mean the processing speed of a computer expressed in millions of instructions per second;

“**Order**” shall mean the document pursuant to which a Licensee licenses the Licensed Products and obtains related services. The Order shall be in a format substantially similar to the form set out in Exhibit 1;

“**Processor**” or “**CPU**” shall mean a single processor with a dual core on a computer;

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

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

“**Software**” shall mean the computer software identified in an Order;

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

“**Support Guidelines**” shall mean the then current technical support guidelines for the Licensed Products;

“**Transaction**” shall mean a record or user query that is submitted to the Licensed Products;

“**User**” shall mean an individual authorized by Licensee to use the Licensed Products in accordance with an Order regardless of whether the individual is actively using the Licensed Products at any given time; and

“**Warranty Period**” shall mean the ninety (90) day period following initial delivery of the Software.

2. Scope of Agreement; Orders by Licensee. During the term of this Agreement, a Licensee may license Licensed Products and obtain Maintenance Services and other related services pursuant to the terms and conditions of this Agreement by executing an Order. Each Order shall be signed by Licensor and Licensee, shall incorporate this Agreement by reference and shall give rise to a separate and distinct contract under this Agreement. Any event of default under an Order shall not be considered, in and of itself, an event of default under any other Order. All references to Licensee and Licensor in this Agreement shall apply to, respectively, each Licensee and Licensor that has executed an Order.

3. Grant of License. Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the Licensed Products in accordance with the terms of this Agreement and an Order. Unless otherwise identified in an Order, the Subscription Data is licensed for twelve (12) month terms and the license to the Subscription Data may be renewed for additional twelve (12) month terms as part of Maintenance Services in accordance with Section 9, below. The grant of rights hereunder to the Licensed Products is not a sale of the Licensed Products. Licensor and its third party providers reserve all rights not expressly granted by this Agreement.

4. Use of Licensed Products.

a) Subject to the terms of an Order, the Licensed Products shall be installed and used only on the Computer containing up to the number of MIPS or Processors set out in an Order and utilizing the operating system set out therein. The Licensed Products shall also only be used by and for the benefit of Licensee and, unless permitted in an Order, Licensee shall not have Remote Access nor shall Licensee use the Licensed Products as a Service Provider. In addition, the use of the Licensed Products shall, subject to the terms of an Order, only be used: (i) by up to the specified number of Users; (ii) in conjunction with the designated Application; (iii) at the Installation Site; and (iv) to process up to the identified number of Transactions.

b) Licensee may, as applicable and upon Licensor’s prior written consent, which consent may be conditioned upon payment by Licensee of any applicable fees, add additional Processors or MIPS to the Computer, transfer the Licensed Products to a different computer with more MIPS or Processors, utilize the Licensed Products with a different operating system, process additional Transactions or add Users or Applications. Licensee may, upon prior written notice to Licensor, transfer the Licensed Products to a computer that has an equal or fewer numbers of processors or MIPS and utilizes the same operating system as the prior Computer. The Installation Site may be changed by Licensee to another location in the United States upon prior written notice to Licensor. The Installation Site shall not be changed to any location outside the United States except upon Licensor’s prior written consent.

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

d) Licensee shall not make derivative works of the Licensed Products, reverse engineer or decompile the Licensed Products or any portion thereof, attempt to unlock or bypass any initialization system, encryption methods or copy protection devices in the Licensed Products, modify, alter or change the Licensed Products, alter, remove or obscure any patent, trademark or copyright notice in the Licensed Products, or use components of a Licensed Product independent of the Licensed Products they comprise. Any modifications, alterations or changes to the Licensed Products, unless authorized by Licensor, shall terminate the warranties provided herein and Licensor may, at its sole discretion, terminate Maintenance Services for such Licensed Products.

5. Inspection/Acceptance. The Contractor (immixTechnology, Inc.) can only, and shall only tender for acceptance those items that substantially conform to the software manufacturer's ("PITNEY BOWES") published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- (1) Within the warranty period; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. Confidentiality.

a) During the term of this Agreement, Licensor and each Licensee may have access to Confidential Information of the other party. Confidential Information shall include, but is not limited to: (i) Licensed Products; (ii) this Agreement, Orders, Documentation, Support Guidelines, training materials; (iii) customer and prospect lists, existing agreements with vendors and business partners; (iv) pricing proposals, financial and other business information, data and plans; (v) research and development information; (vi) formulae, methods, know-how, processes, designs, performance tests, product evaluations, computer software, bug fixes and reported problems with the Licensed Products; (vii) information concerning the customers and potential customers of either party; and (viii) 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 of the other party in strict confidence. Licensor may, subject to the terms of this Agreement, disclose Licensee's Confidential Information to any entity controlling, controlled by or under common control with Licensor or a third party consultant or contractor assisting Licensor with the performance of Maintenance Services or any of Licensor's other obligations under this Agreement. Licensor 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.

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. In no event, shall the Licensed Products be excluded from treatment as Confidential Information under this Section 6(c).

d) Licensor and/or Licensee 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 a breach by the other party of its obligations hereunder. 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 this Section or any other appropriate equitable order or decree.

7. Licensee Obligations. Licensee shall be solely responsible for maintaining the Computer, operating system and related software and any data or files, other than data or files owned and provided by Licensor, including maintaining a back-up copy of Licensee's data or files. Licensee shall also be responsible for having trained and qualified personnel utilize the Licensed Products. Licensee shall promptly notify Licensor of any unauthorized use of the Licensed Products of which it becomes aware.

8. Noninfringement.

a) Licensor shall indemnify, help to defend and hold Licensee, its officers, directors and employees, harmless from all losses, damages, costs and expenses to the extent they arise out of any claim by a third party that the Licensed Products, when used in accordance with the Documentation and in compliance with the terms of this Agreement, infringe or misappropriate any copyright, trade secret, United States trademark or United States patent. Licensor shall have control of the defense and shall defend at its own expense, any claim or litigation to which this indemnity relates, including the right to settle any such claim. Licensee shall notify Licensor promptly of any such claim and shall reasonably cooperate with Licensor, upon Licensor's request and at Licensor's cost, to defend such claim.

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

c) Licensor shall have no obligation to indemnify Licensee under this Section 8 if the infringement or misappropriation results from Licensee's (i) unauthorized modification of the Licensed Products; (ii) combination, operation or use of the Licensed Products with non-Licensor software products if such claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; (iii) use of the Licensed Products in breach of this Agreement or an Order; or (iv) use of other than the most current release of the Licensed Products if such claim of infringement or misappropriation could have been avoided by Licensee's use of such current release of the Licensed Products, provided Licensor delivered such superseding version to Licensee and notified Licensee of the need to use such version.

9. Maintenance; Renewal of Term License.

a) Licensee shall obtain Maintenance Services for the Licensed Products for the initial term set forth in an Order and for the fees set forth therein. Following such initial term, Licensee may elect to purchase additional Maintenance Services in twelve (12) month terms at Licensor's then current rates in accordance with this Section 9.

b) Maintenance Services shall consist of: (i) reasonable amounts of telephone support to assist Licensee with the use of the Licensed Products; (ii) Enhancements provided to other licensees of the Licensed Products who have paid for

Maintenance Services for the current maintenance term; (iii) Subscription Data, as applicable; and (iv) the correction of errors or non-conformities with the Licensed Products in accordance with the Support Guidelines. The telephone support described herein shall be provided only to the individuals located at the Installation Site. If Licensor is unable to correct a reported error or non-conformity that is classified in the Support Guidelines as a production emergency or serious problem within thirty (30) days following notice from Licensee or an additional period of time reasonably agreed to by the parties, Licensee may terminate Maintenance Services for such Licensed Products. If Licensee terminates Maintenance Services in accordance with this Section, Licensee shall receive a pro-rata refund of the fees paid for Maintenance Services for the balance of the existing maintenance term. If Licensor provides services at Licensee's request to correct a suspected error and such error is non-existent, unrelated to the Licensed Products, a result of Licensee's failure to fulfill its obligations under this Agreement, or a result of an unauthorized change to the Licensed Products, Licensee shall pay Licensor for its services at Licensor's then prevailing rates plus reasonable expenses.

c) Maintenance Services for the Licensed Products may be terminated by Licensee prior to the end of a term upon notice to Licensor.

d) Reserved.

e) Prior to the expiration of a term license to any of the Licensed Products, a Licensee may renew the term license for an additional term at Licensor's then current rates by executing an Order. If a Licensee has a term license to the Licensed Products, Licensee must renew the term license in order to purchase and obtain additional Maintenance Services. Licensor may, in its sole discretion, decline to renew the term license.

10. Training. In consideration of the fees for training set out in an Order, Licensee may attend the training class identified therein. Licensee must attend the training course prior to the expiration date set out in the Order. If Licensee fails to have personnel attend the training class prior to such expiration date, Licensor will not provide Licensee with a refund of the training fees. Unless otherwise specified in an Order, training shall be provided at one of Licensor's regional offices. Licensee shall be solely responsible for all travel-related expenses incurred in attending such training. If an Order provides for training at Licensee's site, Licensee shall pay for all travel-related expenses incurred by Licensor.

11. Warranties; Disclaimers.

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

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

c) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE LICENSED PRODUCTS ARE PROVIDED "AS IS" AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PRODUCTS AND SERVICES FURNISHED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

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

e) THE LICENSED PRODUCTS MAY CONTAIN A DISABLING DEVICE: (i) TO COMPLY WITH THE UNITED STATES POSTAL SERVICE ("USPS") CASS CERTIFICATION AND DPV/LACS REQUIREMENTS; (ii) TO PREVENT USE OF THE LICENSED PRODUCTS BEYOND THE TERM OF A LICENSE IDENTIFIED IN AN ORDER OR ON A COMPUTER OTHER THAN THE COMPUTER AUTHORIZED IN AN ORDER; AND/OR (iii) TO PREVENT USE OF THE LICENSED PRODUCTS IN EXCESS OF ANY TRANSACTIONS (OR OTHER RESTRICTIONS) OR BY MORE THAN THE NUMBER OF USERS SET OUT IN AN ORDER.

12. Limitation of Liability. EXCEPT FOR LICENSOR'S LIABILITY ARISING UNDER SECTION 8, LICENSOR'S TOTAL LIABILITY TO ANY LICENSEE, IN TORT, CONTRACT OR OTHERWISE FOR ANY CLAIM ARISING UNDER AN ORDER, SHALL NOT EXCEED THE AMOUNT OF LICENSE FEES PAID BY SUCH LICENSEE TO LICENSOR UNDER SUCH ORDER. EXCEPT FOR EITHER PARTY'S LIABILITY UNDER SECTIONS 6 AND 8, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. The rights and remedies set out in this Agreement allocate the risks between Licensor and each Licensee under this Agreement and the fees set out in an Order reflect the allocation of risks.

13. Reserved.

14. Term of Agreement.

a) This Agreement is effective on the date set forth above and shall continue until terminated as provided in this Agreement or as agreed to by the parties. Each Order is effective as of the date of such Order and shall remain in effect for the term of set forth in the Order or until terminated as provided in this Agreement.

b) Upon: (i) expiration of a term license to any of the Licensed Products, unless such term license is renewed; (ii) termination of the license to any of the Licensed Products; or (iii) termination of an Order, Licensee shall immediately cease use of the applicable Licensed Products and purge its system and records of such Licensed Products, including any copies thereof. Upon termination of this Agreement, (x) each Licensee shall immediately cease use of the Licensed Products and purge its system and records of the Licensed Products, including any copies thereof, and (y) Licensor and each Licensee shall promptly return all Confidential Information of the other party in its possession. Sections 4, 5, 6, 12, 14, 19, 20 and 21 shall survive termination of this Agreement or an Order indefinitely or to the extent set out therein.

15. Force Majeure. Neither party shall be liable for and each party shall be excused from any failure to perform or for delay in performance due to causes beyond its reasonable control, including, but not limited to, fire, strikes, supply shortages, civil disturbances, transportation problems, interruptions of power or communications, failure of suppliers or subcontractors, natural disasters or other acts of God.

16. Assignment. Licensee shall not transfer or assign any of its rights or obligations under an Order or this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld, delayed or denied. Any such transfer or assignment without Licensor's written consent shall be void and of no force and effect.

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

provided herein, neither party shall use the name of the other party in publicity releases or similar activity without the consent of the other party, provided, however, Licensor may include Licensee's name in any client list.

18. General.

- a) No course of dealing or failure to enforce any provision of this Agreement or any Order shall constitute a waiver of any rights under this Agreement or an Order. To be effective, any waiver to this Agreement must be in writing and signed by both parties.
- b) Any notice alleging a breach of this Agreement shall be in writing. Any other notice required to be provided by Licensor under this Agreement may be sent by United States mail or e-mail to the individual designated by Licensee. Any notice delivered to Licensor hereunder shall be sent to the attention of "Contract Administration."
- c) If any provision of this Agreement or Order, 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 or Order shall remain in full force and effect.
- d) Delivery of the Licensed Products shall be FOB point of origin, unless otherwise agreed in writing by the parties. Licensor may, upon notice to Licensee, deliver the Licensed Products, Enhancements or key codes electronically via the Internet or, to the extent available, permit Licensee to download the Licensed Products, Enhancements or key codes from Licensor's website.

19. Reserved.

20. Audit Rights. Licensor shall have the right, upon reasonable notice to Licensee, one (1) time per each twelve (12) month period and at Licensor's sole cost and expense during regular business hours to conduct an audit of Licensee's use of the Licensed Products. Any such audit shall consist solely of a review of Licensee's compliance with the terms and conditions of this Agreement and an Order, including, if necessary, an examination of the Computer. Licensee shall provide all reasonable assistance to Licensor during such review. If an audit determines that Licensee's use of the Licensed Products fails to comply with the terms of the Agreement and an Order, the Parties shall work to true-up the account.

21. Entire Agreement.

- a) This Agreement supersedes all proposals, understandings, representations, prior agreements or communications relating to the Licensed Products and the subject matter of this Agreement. This Agreement also supersedes any pre-printed terms contained on any purchase order or similar document issued by Licensee and any such terms shall have no force or effect. Licensee has not been induced to enter into this Agreement by any representations or promises not specifically stated herein. Neither this Agreement nor any Order shall be construed against the party that has prepared such Agreement or Order, but instead shall be construed as if both parties prepared the Agreement or Order. This Agreement shall only be modified or amended upon the written agreement of the parties. This Agreement, an Order or any modifications or amendments thereto shall be signed by authorized representatives of the parties.
- b) Except as may be provided in an Order, Licensor shall not provide any consulting services under this Agreement. If a Licensee requests and Licensor agrees to provide consulting services, the parties shall, unless otherwise agreed to by the parties, execute a consulting services agreement.