TRILLIUM SOFTWARE.

END-USER – DATA LICENSE AGREEMENT
(US Postal Directory Data)
IMPORTANT NOTICE: PLEASE READ CAREFULLY
BEFORE DOWNLOADING/INSTALLING OR USING THE DATA

This End User Data License Agreement ("**Data License Agreement**") is a legal agreement between you (the "**End User**" or "**you**") and Trillium Software, Inc. including its affiliates and subsidiaries ("**Solution Provider**" or "**we**"/"**us**").   The terms of this Data License Agreement are intended to govern the use of third party sourced postal directory data, including without limitation any related attributes or codes (the **"Data"**) which may be supplied by Solution Provider to you for use solely with the Solution Provider's **Trillium Software System®** suite of products (the **"Solution"**) licensed to you pursuant to the terms and conditions set forth in the Solution Provider's License Agreement.

IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS DATA LICENSE AGREEMENT, WE ARE UNWILLING TO PROVIDE THE DATA TO YOU AND YOU MUST NOT DOWNLOAD AND/OR INSTALL THE DATA AND YOU WILL HAVE NO RIGHT TO ACCESS OR USE THE DATA.   IF FOR ANY REASON YOU HAVE ALREADY DOWNLOADED OR INSTALLED THE DATA AND NO LONGER AGREE TO ALL THE TERMS OF THIS DATA LICENSE AGREEMENT YOU MUST CEASE YOUR ACCESS AND USE OF THE DATA IMMEDIATELY.   BY USING THE DATA, YOU ARE AGREEING TO ALL OF THE TERMS OF THIS DATA LICENSE AGREEMENT.

1. DEFINITIONS

"Data" shall mean the United States Postal Service ("USPS") Post postal data and technology which has been incorporated into or made apart of Solution Provider's Solution and is being sublicensed to End User subject to the terms and conditions of this Data License Agreement and the Solution Provider License Agreement.

"Data Supply Medium" means the format on or method by which the Data is supplied or made available to the End-User for use solely within and/or in conjunction with the licensed Solution.

"Data Supply Order Form" means the applicable Schedule or Work Order to the Solutions Provider License Agreement which outlines the agreed usage period and pricing terms applicable to the Data to be supplied by Solution Provider to End User.

"Delivery Point Validation" ("DPV") means the United States Postal Service ("USPS) proprietary technology product designed to help mailers validate the accuracy of address data, right down to the physical delivery point. The DPV process cannot assign a ZIP+4 Code nor will it respond to a non-ZIP+4 coded address.

"Intellectual Property Rights" means all intellectual and industrial property rights of Solution Provider or its licensors including, without limitation, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), copyrights, database rights, semiconductor topography rights, proprietary information rights, any other similar proprietary rights and all applications, extensions and renewals in relation to such rights as may exist anywhere in the world or be recognized in the future.

"Solution" means Solution Provider's Trillium Software System® suite of product(s) licensed to End User pursuant to the terms and conditions of the Solution Provider License Agreement.

"Solution Provider" means Trillium Software, Inc. including its affiliates and subsidiaries who are licensed by the source provider of the Data (or sub-licensed by another person that is licensed to do so) to obtain copies and updates of the Data to enhance its own Solutions for supply to the End-User.

"Solutions Provider License Agreement" means the agreement between Solution Provider and End User applicable to End-Users' licensed use of the Solution. .

"Term" means the initial twelve (12) month license period following the initial delivery of the Data and any subsequent twelve-month renewal terms agreed between the Solutions Provider and the End-User for the licensing of the Data per the terms of the applicable Data Supply Order Form.

2. LICENSE.   The End-User may only use the Data within and/or in conjunction with the Solution as licensed to the End-User by the Solutions Provider on a non-exclusive, non-transferable, revocable basis, for the applicable annual subscription Term (unless terminated earlier), in accordance with the terms of this Data License Agreement or the Solution Provider License Agreement and applicable Data Supply Order Form.

3. LIMITS ON USE OF THE DATA.   End-User shall use the Data only for its own internal use. Except as is expressly permitted by the terms of this Data License Agreement or the Solution Provider License Agreement, the End-User shall **not:**

> 3.1.1 use any of the Data to create its own products or services or to provide or offer to any third party;

> 3.1.2 copy or reproduce, extract, publish or reutilize the whole or any part of the Data other than expressly permitted herein;

> 3.1.3 transfer, sell, license, disseminate or in any way part with possession of the whole or any part of the Data to any third party.

> 3.1.4 use the Data to provide services for any third party nor use the Data in a service bureau or time-sharing capacity without the express prior written consent of Solution Provider.

3.2 The End-User may make copies of the Data Supply Medium to the extent reasonably necessary for the following purposes only: back-up, security, disaster recovery purposes and testing.

4. PROPERTY RIGHTS IN THE DATA/COPYRIGHT NOTICES.   The Data and all Intellectual Property Rights subsisting in and/or relating to the Data from time to time are and shall remain the property of Solution Provider and/or its licensors. The End-User shall acquire no rights in the Data or any Intellectual Property Rights in and to such Data except those limited rights expressly provided in this Data License Agreement. This Data License Agreement shall not operate as an assignment by Solutions Provider or its licensors of any Intellectual Property Right that may subsist in or relate to the Data.

4.2 End-User shall not remove or tamper with any Intellectual Property Rights notice attached or used in relation to the Data.

4.3 This Data License Agreement does not grant to the End-User any right to use any of the trademarks, service marks, business names or logos of Solution Provider or its licensors.

4.4 The provisions of this Section 4 shall continue to operate after the termination of this Data License Agreement.

5. WARRANTY DISCLAIMERS/LIABILITY: ALL DATA IS PROVIDED TO YOU ON AN "AS IS" AND "WITH ALL FAULTS BASIS" AND SOLUTION PROVIDER AND SOLUTION PROVIDER'S LICENSORS (AND THEIR LICENSORS AND SUPPLIERS) EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.   NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY SOLUTION PROVIDER OR ANY OF ITS LICENSORS, AGENTS, EMPLOYEES OR THIRD PARTY PROVIDERS SHALL CREATE A WARRANTY, AND END USER IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION.   THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT.

SOLUTION PROVIDER AND SOLUTION PROVIDER'S LICENSORS (INCLUDING THEIR LICENSORS

AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE DATA; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE DATA, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SOLUTION PROVIDER OR SOLUTION PROVIDER'S LICENSORS (AND THEIR LICENSORS AND SUPPLIERS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.   Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.

6. EXPORT COMPLIANCE.   End User hereby represents and warrants that it will comply with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations, with respect to the use, handling and physical transfer of the Data which shall at all time also be pursuant to the terms of this Data License Agreement and the Solution Provider License Agreement.   This provision shall survive any termination or expiration of this Agreement.

7. AUDIT/COMPLIANCE.

7.1 End-User shall keep a complete and accurate audit trail of all financial and non-financial transactions (including but not limited to records required to be provided as set forth in 7.3 below) relating to this Data License Agreement and shall retain the same for a period of five (5) years. End-User shall grant the Solutions Provider and/or its applicable licensors and/or their agents reasonable accompanied access upon reasonable prior notice, during working hours, to its premises, accounts, records and computer systems relevant to this Data License Agreement for the purposes of verifying and monitoring the End-User's compliance with its obligations under this Data License Agreement (the "Audit") and shall provide all reasonable cooperation and assistance in relation to the Audit.   Solution Provider and/or its licensors shall not carry out an Audit more than once in any twelve (12) month period except where it reasonably suspects that the End-User has failed to comply with any of its obligations under this Data License Agreement.

7.2. End-User shall comply with all laws and regulations applicable to its use of the Data.

7.3 Upon request, End-User shall provide Solutions Provider with an accurate count of records and/or transactions processed, number of users, and/or types of usage of the Data provided pursuant to this Data License Agreement and the Solution Providers License Agreement.

8. INDEMNIFICATION.   End-User will indemnify, defend and hold harmless Solution Provider and the applicable Solution Provider Licensor and their respective affiliates, licensors and suppliers from and against all costs, expenses, damages, losses or liabilities, including reasonable legal fees for claims arising out of or relating to End-User's breach of any of the terms of this Data License Agreement.

9. TERMINATION.

9.1 The parties may terminate this Data License Agreement at any time where they mutually agree to do so.   The parties agree that they will evidence such termination in writing and ensure that same is signed by an authorized signatory of each party.

9.2 This Data License Agreement may be terminated by Solution Provider by written notice to the End User upon the occurrence of any of the following:

> 9.2.1 End-User is in breach of any of the terms contained in this Data License Agreement, and where the breach is remediable further fails to remedy the position within twenty (20) working days of the date of written notification from Solutions Provider of such breach;

9.2.2 End-User is unable to pay its debts as they fall due or otherwise becomes insolvent, or if a receiver or an administrative receiver is appointed over any or all of the assets of End-User, or if any arrangement, compromise or composition of End-User's debts is proposed or made by End-User, or if End-User enters or is entered into any proceedings for administration or liquidation or otherwise becomes subject to dissolution proceedings, or if any analogous event occurs in any other jurisdiction in which End-User carries out its business;

9.2.3 expiration or earlier termination of the Solution Provider License Agreement or Term applicable to the Data licensed to End User under the Data Supply Order Form, or

9.2.4 expiration or termination of the agreement between Solution Provider and its licensor for the subject Data.

9.3 Upon expiration or termination of this Data License Agreement, End User shall (i) return to Solutions Provider all copies of the licensed Data and all supporting documentation supplied to it; or permanently delete or destroy all copies of the licensed Data and all supporting documentation supplied to it, which, in each case, it is reasonably able to destroy or delete, and confirm in writing to the Solutions Provider that this has been done.

9.4 Termination of this Data License Agreement shall not prejudice or affect the right of Solution Provider to recover from End User the amount of any fees outstanding at the date of termination nor any other right whatsoever of either party which may have accrued at that date or which may accrue thereafter.

10. GOVERNING LAW. This Data License Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New York, USA without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods, which is explicitly excluded. You agree to submit to the jurisdiction of the State of New York for any and all disputes, claims and actions arising from or in connection with the Data provided to you hereunder.

11. MISCELLANEOUS. Except as expressly provided herein, this Data License Agreement constitutes the entire agreement between the parties with respect to the Data and supersedes all prior oral or written proposals, representation, warranties, and agreements. This Data License Agreement may not be altered except by a written amendment signed by authorized representatives of Solution Provider and End-User. Should any provision of this Data License Agreement be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect. End-User shall not assign any of its rights or obligations under this Data License Agreement or otherwise transfer this Data License Agreement or any part of it (including any License) without the prior written consent of Solutions Provider.

12. ADDITIONAL TERMS SPECIFIC TO USPS DELIVERY POINT VALIDATION TECHNOLOGY.
Pursuant to the terms of a Data Supply Order Form, Solution Provider may deliver Data which incorporates USPS DPV technology and data. The following additional terms shall also apply to End User's receipt and use of any such DPV technology or data.

12.1 End User acknowledges that the address information contained within the Data is subject to Title 39 USC § 412. End User shall take all steps necessary to secure the Data in a manner that fully complies with Section 412 constraints prohibiting the disclosure of address lists.

12.2 End User shall not use the DPV technology or data to artificially compile a list of delivery points not already in End User's possession or to create other derivative products based upon information received from or through use of the DPV technology or data.

12.3 No proprietary End User address list(s) or service products or other system of records that contain(s) address attributes updated through DPV processing shall be rented, sold, distributed or otherwise provided in whole or in part to any third party for any purpose containing address attributes derived from DPV processing. End User may not use the DPV technology to artificially generate address records or to create mailing lists.

12.4 Any use of the DPV technology and data requires End User to have access to address information that appears on mail pieces. To ensure the confidentiality of this address information, no employee or former employee of End User may, at any time, disclose to any third party any address information obtained in the performance of this Data License Agreement. Due to the sensitive nature of the confidential and proprietary information and data contained in the DPV technology, End User acknowledges that unauthorized use and/or disclosure of the DPV technology or data will irreparably harm the USPS' intellectual property rights. Therefore, End User (i) agrees to reimburse the USPS for any unauthorized use and/or disclosure at a rate of treble (3 times) the current annual fee charged to End User for the Data; and (ii) consents to such injunctive or other equitable relief as a court of competent jurisdiction may deem proper.

12.5 End User shall not export the Data containing DPV technology and data outside of the United States or its territories without prior written approval of Solution Provider and the USPS.

12.6 All obligations of End User referred to in this Data License Agreement as applicable to USPS Data inure to the benefit of USPS.