

NEOTOUCH SERVICES AGREEMENT

In this Services Agreement (the “Agreement”), the word “Customer” means the entity that is identified as the Customer on the Order Form. “Neopost” means Neopost USA Inc., with its principal place of business at 478 Wheelers Farms Road, Milford, CT 06461. Neopost and Customer are each a “Party” and collectively the “Parties”. This Agreement states the terms that govern Customer’s use of the Neotouch service (“Neotouch”). Any rights not expressly granted in this Agreement are reserved by Neopost.

RECITAL

Neopost offers a web-based service that enables the Customer to send and/or receive Documents, as defined herein, to Recipients via Customer’s choice of available business processes or transport services including but not limited to one or more of the following: Postal Mail, Electronic Mail, Short Message Service, Accounts Payable, or Accounts Receivable. Customer may also elect to archive its Documents as specified herein. Customer desires to purchase Neotouch pursuant to the order form signed by the Customer (the “Order Form”) and the terms and conditions herein.

DEFINITIONS

“Document” is defined as Customer's correspondence (e.g. a letter, fax, text, or email message) as formatted and sent to Neopost by Customer for delivery to a Recipient.

“Recipient” is defined as the Customer-designated addressee or intended entity to whom Neopost sends a Document on behalf of Customer.

“Subscription Fee” is defined as the monthly fee that must be paid for access to the portal that provides access to the Neotouch service. The amount of the Subscription Fee is set forth on the Order Form.

“Usage Fees” are defined as fees Customer is required to pay to Neopost for Neotouch services and does not include taxes which are charged separately.

1.0 TERM

1.1 Except as specified elsewhere in this Agreement, this Agreement is effective as of the earlier of (a) the date an authorized Neopost representative accepts Customer’s offer by signing the Order Form or (b) when the Neotouch service is delivered to Customer and shall continue thereafter for the initial term specified in the Order Form (“Initial Term”). Unless Customer notifies Neopost in writing at least sixty (60) days prior to the end of the Initial Term that Customer wishes to termination the least upon completion of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month terms unless either Party gives notice of termination as provided herein.

2.0 RIGHT TO ACCESS AND DATA

2.1 Neopost grants to Customer a limited, non-transferrable, non-exclusive right to access and use Neotouch, the Neotouch website, all applicable software (such as print driver components), graphics, and design elements contained in the

website and all other information and materials regarding Customer’s use of the services contained in the website, all solely for Customer’s own internal business operations unless otherwise mutually agreed in writing between the Parties, and subject to the terms of this Agreement. Neither Neopost nor Neotouch provide Internet access. Customer acknowledges and agrees that it must: (a) provide for its own access to the Internet and pay any service fees associated with such access, and (b) provide all equipment necessary for Customer to make such connection to the Internet, including a computer and modem.

2.2 Upon Customer’s proper registration, Neopost shall provide Customer with an email containing a username and a link allowing Customer to create its password that grants access to the Neotouch service. Each Neotouch username and password is considered Confidential Information as defined in Section 4.0 of this Agreement. Customer and/or its representatives are responsible for undertaking safeguards to prevent unauthorized disclosure of any Neotouch username or password issued to it or any of its users and recognize that this Confidential Information must remain under Customer’s control at all times. Customer shall only use Neotouch to meet its internal needs and not for the benefit of any third party. Customer may not rent, lease, sublicense, sell, offer as part of a fee-based service, assign (except as described herein), or otherwise transfer Neotouch in whole or in part to another party without the express written consent of Neopost.

2.3 Customer shall not send, receive or accept any Documents containing Protected Health Information as that term is defined in the Health Insurance Portability and Accountability Act of 1996.

3.0 PAYMENT

3.1 Neopost will invoice Customer monthly for the applicable Subscription Fee, postage, Usage Fees, Other Services, and/ or any applicable Monthly Minimum Volume Fee as specified in the Order Form. In the event Customer uses a service transport or business process not specified on the Order Form, Neopost shall invoice Customer for those additional services at Neopost’s then current retail price.

3.2 Customer shall deposit with Neopost any applicable Postage Deposit, as specified on the Order Form. Such amount is subject to change with seven (7) days’ written notice by Neopost unless otherwise specified in this Agreement, or if such change is the result of United States Postal Service rate or fee increases.

3.3 Payment terms are net thirty (30) days from the date indicated on the Neopost invoice. When applicable, Customer shall pay, in addition to the other amounts payable under this Agreement, all local, state and federal excise, sales, use or similar legal taxes (but excluding any income taxes) levied or imposed upon Neopost as a result of the transactions under this Agreement. Payment of all Neotouch fees shall be in United States dollars. Customers may pay by wire transfer, ACH, or bank check drawn on a United States bank account unless otherwise specified in the monthly invoice. Customer shall pay all applicable wire transfer fees associated with its payments to Neopost. In the event that any invoice is not timely paid by Customer, Customer shall be in default of this Agreement (“Payment Default”). Customer shall have seven (7) calendar days to cure a Payment Default. In the event a Payment Default is not timely cured, Neopost shall deduct such unpaid amount from the Postage Deposit, and Customer’s Neotouch access shall be suspended until the Postage Deposit is replenished. If at any time Customer’s monthly postage usage exceeds the Postage Deposit held by Neopost, Neopost reserves the right to increase the required Postage Deposit and suspend Customer’s Neotouch access until such increased Postage Deposit obligation is fulfilled.

3.4 Neopost may on an annual basis automatically increase any fees. Such annual fee increase will not occur more than once in any twelve (12) month period and such annual fee increase will not exceed the last recorded annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Department of Labor’s Bureau of Labor Statistics (or any successor United States government agency) or four percent (4%), whichever is lower. Notwithstanding the foregoing, Neopost reserves the right to increase the fees at any time with thirty (30) days’ written notice to Customer should any of Neopost’s telecommunications, raw material, or suppliers’ costs increase by more than five percent (5%). Documents that Customer subsequently requests not be delivered but were transmitted anyway (because the non-delivery request was not received in a timely manner) are subject to Usage Fees.

4.0 CONFIDENTIALITY

4.1 “Confidential Information” is defined as any information relating to or disclosed in the course of the Agreement, which is or should be reasonably understood to be confidential or proprietary to the disclosing party (“Discloser”). Confidential Information shall not include information: (a) already lawfully known to the recipient (“Receiver”) without obligation of confidentiality; (b) disclosed in published materials without fault of the Receiver; (c) generally known to the public without fault of the Receiver; (d) lawfully obtained from a third party not under any obligation to maintain the confidentiality of either Party; (e) required by applicable law or regulations to be released; or (f) independently developed by Receiver, provided the person or persons developing the same have not had access to relevant proprietary information of the Discloser.

4.2 Each Party agrees that it shall not disclose to any third party any Confidential Information of the other Party, which it learns during the course of its performance of this Agreement, without the prior written consent of such other Party. Parties agree that

the terms and conditions of this Agreement are hereby designated as Confidential Information. Notwithstanding the foregoing, the Receiver may make disclosures required by court order, provided the Receiver uses reasonable efforts to limit disclosure and to obtain confidential treatment or protective order and has allowed the Discloser to participate in the proceeding.

4.3 All of the Confidential Information provided by the Discloser under this Agreement, including any copies or reproduction thereof, remains the exclusive property of the Discloser. Immediately upon a request by the Discloser at any time, the Receiver will turn over to the Discloser all Confidential Information of the Discloser and all documents or media containing any such Confidential Information and any and all copies or extracts thereof. In lieu of the return of such items, the Discloser, at its sole option, may request the Receiver destroy all tangible items containing the Confidential Information and provide written certification of such destruction to the Discloser.

4.4 Each Party acknowledges that unauthorized disclosure or use of the Confidential Information by Receiver may cause irreparable harm and damage to the business of Discloser which may be difficult to ascertain and which may not be adequately compensated by damages at law. Therefore, each Party agrees that, in the event of a breach or threatened breach of the terms of this Agreement, Discloser is entitled to seek an injunction prohibiting any unauthorized disclosure or use of its Confidential Information. Any such injunctive relief shall be in addition to, and not in lieu of, any appropriate monetary damages.

5.0 CUSTOMER’S OBLIGATIONS

5.1 Customer is solely responsible for utilizing Neotouch pursuant to all applicable local, state, federal, and foreign laws and regulations. Actual breach of this provision can result in the immediate suspension of any and all Neotouch Services for Customer or termination of this Agreement. Installation of and training on Neotouch are the sole responsibility of Customer unless otherwise mutually agreed in writing between the Parties. When installing or using Neotouch, Customer shall follow the procedures found in the applicable documentation provided to Customer by Neopost. Customer is responsible for Documents while in transit to Neopost. Neopost may refuse to process, and may return to Customer, any Documents or any other transmitted item(s) that in Neopost’s sole opinion: (a) are not of a quality or condition suitable for processing based on Neopost’s standard specifications and procedures applicable for the same as provided to Customer within Neotouch or during the provision of technical support; (b) do not comply with Neopost’s applicable standards and procedures; (c) contain Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996; or (d) are otherwise not in proper machine-readable form. Customer is responsible for correcting rejected Documents and resubmitting the same to Neopost for transmission.

6.0 NEOPOST’S OBLIGATIONS

6.1 Although Neopost may from time-to-time monitor or review Documents, Neopost is under no obligation to do so.

Neopost shall neither modify the content nor the format of any Document unless otherwise agreed to in writing by the Parties. In the event Neopost's processing of Customer's Documents is delayed due to reasons other than Customer's request or fault Neopost shall notify Customer of the nature of the delay and Neopost's planned course of action. Neopost shall have no obligation to process Customer's Documents if Customer has failed to pay any overdue Neopost invoice. Neopost is not obligated to provide Neotouch to Customer when: (a) either Party has invoked its rights under Force Majeure as defined in this Agreement; (b) Customer has requested changes to any Document(s); (c) Customer has stopped or has caused stoppage of its Documents; or (d) during times of emergency or scheduled maintenance to Neopost or Neopost's service provider's systems.

6.2 Archival. Neopost may archive Customer Documents following their delivery to Neopost. Customer shall make a one-time election of the archive term of each Document, up to eleven (11) years ("Archival Period") at the time each Document is delivered to Neopost or uploaded via the Neotouch service. A Document's Archival Period cannot be changed once it has been elected. Each Document shall not exceed 10 Mb in total size (including a maximum size of 3 Mb per attachment), and each page of a Document should not exceed 300Kb. Customer agrees that Customer is solely responsible for Document retention. Electronic archives of such Documents will be made accessible online by Neopost for the Archival Period; Customer may request a copy of the Documents prior to the expiration of the Archival Period in a format mutually agreed upon by the Parties. Any archived Document shall be automatically deleted upon expiration of each Document's Archival Period without additional notification to Customer.

6.3 Availability. Neopost shall make commercially reasonable efforts to make Neotouch available to Customer twenty-four (24) hours per day, seven (7) days per week, with an uptime of ninety-nine percent (99%) (measured in minutes) per day, subject to the following: (a) scheduled maintenance or system upgrade periods, (b) any third-party network outages; (c) force majeure events, (d) any third-party equipment malfunctions or failures; (e) when Customer has released Neotouch to Neopost for maintenance purposes or for implementation of a Customer order for a change in Neotouch arrangements, or (f) Customer is in violation or default of this Agreement. Neopost will make commercially reasonable efforts to schedule maintenance during non-peak hours and minimize any such downtime.

7.0 OWNERSHIP

7.1 Neotouch services may be provided through a third-party vendor ("Vendor"). All programs, services, processes, designs, software, technologies, trademarks, trade names, service marks, trade secrets, copyrights, logos, inventions, domain names, patents, patent applications, Documentation accompanying Neotouch, and materials comprising of the website and Neotouch are wholly owned by Vendor, Neopost, Neopost's Parent Company, Neopost's affiliate(s), Neopost's subsidiaries, and/or Neopost's licensors and service providers except where expressly stated otherwise. Customer may not

use Neopost's or Vendor's trade secrets, trademarks, trade names, service marks, logos, domain names, patents, copyrights, or other intellectual property rights without Neopost's and/or Vendor's prior written permission. Customer shall not remove, obscure, or alter any propriety rights notices (including copyright, trademark, trade secret, domain names, and patent notices) which may be affixed to or contained within the website and Neotouch. Furthermore, all contents of the website and Neotouch, including but not limited to design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement ("Content") are protected by copyright, trademark, trade secret, patents or other proprietary rights and laws. Content may not be reproduced, modified, derivative works created from, displayed, performed, published, distributed, disseminated, broadcasted, or circulated to any third party (including without limitation, the display and distribution of the material via a third party website or other networked computer environment) without the express written consent of Neopost, and/or its applicable Vendor, suppliers, affiliates, subsidiaries, or licensors.

7.2 Ownership of inbound fax telephone numbers pulled down by Customer from the Neotouch interface is solely vested in Vendor, Neopost, Neopost's Parent Company, its Licensors, and/or its Service Providers. During the term of this Agreement, Neopost shall be listed as the "customer of record" on any inbound fax telephone numbers Customer ports-in to the telecommunications service provider used by Neopost. Customer shall retain ownership of any inbound fax telephone numbers it ports-in to Neopost. During the term of this Agreement, if the Customer requests to port-out any inbound fax telephone number it previously ported-in to Neopost or any inbound fax telephone number it has pulled down from the Neopost interface that is eligible to port-out, then the Customer shall make such request to Neopost in writing sixty (60) days prior to needing to port-out such inbound fax telephone number. Such porting requests shall comply with applicable local portability laws. Within sixty (60) days from the termination or expiration of this Agreement, Customer shall request in writing that the inbound fax telephone numbers that Customer has ported-in be ported-out to Customer's new telecommunications service provider. Such porting requests shall comply with applicable local portability laws. In such instance, Neopost agrees to execute such documents and take such actions as Customer may reasonably request (at Customer's expense) needed in order to secure Customer's rights or interest in the ported-in inbound fax telephone numbers. Customer acknowledges that in some situations Customer will not be able to port-out new inbound fax telephone numbers it has pulled down from the Neotouch interface. Parties agree that Neopost receives from third parties and telecommunication service providers ("Providers") inbound fax telephone numbers that Neopost may provide to Customer to use with the inbound fax service transport of Neotouch. The Providers do not represent, warrant, or guarantee to Neopost or to Customer the availability of any inbound fax telephone numbers. Neopost does not represent, warrant, or guarantee the availability of any inbound fax telephone number it receives from the Providers. Additionally,

Customer acknowledges and agrees that inbound fax telephone number country locations may be modified by the Providers at any time for any reason without notice. In such event, Neopost will notify the Customer in writing to discuss the change and will use reasonable commercial efforts to obtain a new inbound fax telephone number from a different Provider.

7.3 Customer owns all rights, title, and interest in and to all its Documents and the information contained therein. Customer grants Neopost permission to access, copy, distribute, store, and/or transmit the content of Customer's account solely as required for the purpose of providing Neotouch to Customer. Neopost shall have no responsibility or liability related to the retention or contents of any of Customer's Documents. Customer is responsible and liable for the contents of Documents and agrees and acknowledges that it is the creator of all content, and that Neopost is not the author or publisher of any content.

8.0 DISCLAIMER OF WARRANTIES

8.1 NEOTOUCH PRODUCTS AND SERVICES HEREIN ARE PROVIDED "AS IS", "AS AVAILABLE", AND AT CUSTOMER'S OWN RISK, AND NEITHER NEOPOST NOR ANY OF ITS VENDORS, LICENSORS OR SERVICE PROVIDERS MAKE ANY WRITTEN OR ORAL, EXPRESS, IMPLIED, OR STATUTORY REPRESENTATIONS, WARRANTIES, OR COVENANTS TO CUSTOMER OR CUSTOMER'S USERS REGARDING THE USABILITY, CONDITION OR OPERATION THEREOF. NEOPOST DOES NOT WARRANT THAT ACCESS TO OR USE OF NEOTOUCH WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT NEOTOUCH WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. NEOPOST AND EACH OF ITS VENDORS, LICENSORS AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, OR ACCURACY. FURTHERMORE, CUSTOMER WILL NOT RELY ON ANY REPRESENTATION, WARRANTY, OR COVENANT WRITTEN OR ORAL, EXPRESSED, IMPLIED, OR STATUTORY MADE BY ANY PERSON OTHER THAN AN AUTHORIZED OFFICER OF NEOPOST. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF CERTAIN WARRANTIES, SO, TO THE EXTENT NOT ALLOWED BY LAW, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO THE PARTIES.

8.2 Communication connections between Customer and Neopost are the property and responsibility of a third party. Neopost does not warrant the continuity and the quality of such communication connections and no warranty herein shall be subject to the continuity and quality of the provision thereof. Communication connections are subject to suspension without

notice for an undeterminable amount of time due to events beyond Neopost's control and not due to its fault or negligence.

9.0 INDEMNIFICATION

9.1 Neopost and Customer each agree to defend, indemnify, save, and hold harmless the other and their parent companies, affiliates and subsidiaries, directors, officers, shareholders, employees, agents, customers, and service providers from and against any and all third party claims, suits, actions, proceedings, demands, costs, damages (including without limitation, liquidated damages), losses, liabilities, penalties, expenses, professional fees (including without limitation, reasonable attorneys' fees) arising out of, resulting from, or occurring in connection with Customer's use of or Neopost's providing of Neotouch, including but not limited to a violation of any applicable law, infringement of any intellectual property or other right of any person or entity, or a breach of any part of this Agreement.

10.0 LIMITATION OF LIABILITY

10.1 PARTIES AGREE THAT UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, AND STRICT LIABILITY) OR OTHERWISE, SHALL EITHER PARTY HERETO BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFIT, ANTICIPATED PROFITS, ANTICIPATED SAVINGS, LOSS OF USE OF EQUIPMENT, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, DATA PROTECTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT SHALL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY FOR ANY CLAIMS, DIRECT LOSSES, OR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO NEOPOST DURING THIS AGREEMENT, EVEN IF PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH POTENTIAL CLAIMS, LOSSES, OR DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. PARTIES HEREBY RELEASE EACH OTHER AND EACH OF ITS LICENSORS AND SERVICE PROVIDERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE AFOREMENTIONED LIMITATION. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES TO THIS AGREEMENT. THE SERVICES OFFERED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS AND THE CUSTOMER ACKNOWLEDGES THAT THE FEES CHARGED BY NEOPOST HEREUNDER REFLECT THIS ALLOCATION OF RISK.

11.0 TERMINATION

11.1

Except as otherwise provided herein, after the expiration of the Initial Term of this Agreement, either Party may terminate this Agreement for convenience by providing the other Party with a minimum of sixty (60) calendar days' advance written notice.

11.2 If this Agreement is terminated prior to completion of the Initial Term for any reason other than due to Neopost's default, Customer shall, within ten (10) days of the effective date of termination, pay Neopost a termination charge (which Customer hereby acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to one hundred percent (100%) of the total Monthly Minimum Volume Fees that would have been paid by Customer had the Neotouch Service been provided for the remaining duration of the Initial Term.

11.3 If a Party commits a default other than a Payment Default as described in section 3.3 and fails to cure such default within thirty (30) calendar days from receipt of a written notice of default, the other Party will be entitled, at its election, to exercise any one or more of the following remedies, then or at any time thereafter: (i) to pursue any remedy available at law or in equity, (ii) to terminate this Agreement; and (iii) to suspend the Agreement until such default is remedied. Customer shall have seven (7) calendar days to cure a Payment Default as defined in under section 3.3.

11.4 Either Party may terminate this Agreement and all Exhibits in the event that the other Party; (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under the laws of any jurisdiction; (iii) is unable to pay its debts as they become due, becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority, or (iv) goes into liquidation, voluntarily or otherwise.

11.5 Upon termination or expiration of this Agreement, Customer will cease use of, de-install, and return all of copies of the Neotouch components inclusive of any un-purchased clients under Customer's control, if applicable, and all applicable documentation or media thereof to Neopost. In lieu of the return of such items, Neopost, at its sole option, may request Customer to destroy all such items and provide written certification of such destruction to Neopost.

12.0 GENERAL PROVISIONS

12.1 Headings. Headings and titles of sections and clauses herein are for reference purposes only and are not part hereof and are not intended to be used in the interpretation hereof.

12.2 Notices. Except as otherwise noted herein, all notices, requests, reports, and other communications permitted or required to be given under this Agreement shall be deemed to have been duly given if such notice or communication shall be in writing and delivered to the Parties at their addresses set forth in the Agreement by one of the following methods: in person, United States Postal Service Certified Mail (Return Receipt requested), facsimile with a successful transmission report, or by overnight express carrier.

12.3 No Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.

12.4 Assignment. Neither Party may assign or otherwise transfer its rights or delegate its duties under this Agreement without the other Party's express written consent. Notwithstanding the foregoing, either Party may assign this Agreement pursuant to the sale, transfer, or merger of such Party's business, or that portion of such Party's business that is using the Neotouch Service provided that the assignee agrees to be bound by all of the terms and conditions of this Agreement. The Party seeking to assign this Agreement shall provide the other Party written notice at least thirty (30) calendar days prior to any proposed assignment or encumbrance.

12.5 Relationship of the Parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither Party has any authority of any kind to bind the other in any respect whatsoever or to take any action which shall be binding on the other, except as provided herein or authorized in writing by the Party to be bound.

12.6 Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, then such provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12.7 Force Majeure. Neither Party shall be deemed in default of the Agreement to the extent that performance of their obligation or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies or any other cause beyond the control of such Party ("Force Majeure") provided that such Party gives the other Party written notice thereof promptly and, in any event, within fifteen (15) business days of discovery thereof and uses its best efforts to cure the delay. In the event of such Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure but not in excess of one (1) month.

12.8 Governing Law & Dispute Resolution. This Agreement shall be deemed to have been entered into and shall be construed, governed, and interpreted in accordance with the laws of the State of Connecticut, without giving effect to principles of conflict of law. The application of the United Nations Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded. In an effort to resolve informally and amicably any unresolved claim, controversy, disagreement, or breach of this Agreement (a "Dispute"), the Parties agree that each Party shall notify the other in writing of any Dispute hereunder that requires resolution. Such notice

shall set forth the nature of the dispute, the amount involved, if any, and the remedy sought. Each Party shall designate a member of its senior management to investigate, discuss, and seek to settle the matter within thirty (30) business days after such notice. If the Parties are unable to resolve the Dispute then the Dispute may be submitted to a Court in the appropriate jurisdiction as specified in this Agreement.

12.9 No Third Party Beneficiaries. The Parties do not intend that this Agreement benefit or create any right or cause of action in any third person.

12.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which when taken together shall be deemed to be one and the same instrument.

12.11 Publicity. Neopost may include Customer's name(s) and logo(s) on Neopost's Customer Lists. Neopost may refer to Customer's use of Neotouch in its marketing and promotional materials and on its websites as well as in discussions with Neopost customers, prospective customers, and industry analysts.

12.12 Survival. The following Sections, along with any other Sections that by their nature survive expiration or termination of this Agreement, will survive expiration or termination: 4.0, 7.0, 8.0, 9.0, 10.0, 11.0, and 12.0.

12.13 Entire Agreement. This Agreement, including the Order Form and any Exhibits and applicable Addendums thereto, states the entire agreement between the Parties on this subject and supersedes all prior negotiations, understandings and agreements between the Parties concerning the subject matter. This Agreement contains all of Neopost's and Customer's agreements, warranties, understandings, conditions, covenants, and representations with respect to the subject matter. Neither Customer nor Neopost shall be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. No provision or ambiguity shall be strictly construed against any Party by virtue of having drafted or prepared the same. No amendment or modification of this Agreement shall be made except by a writing signed by both Parties. All Neotouch services supplied pursuant to this Agreement will be provided pursuant to the terms and conditions hereof, which will supersede and override any and all preprinted terms and conditions on any documents provided by Customer in connection with its obligations hereunder, including but not limited to, sales order acknowledgement forms, statement of work forms, packing slips, bills of lading, purchase orders, and invoices. Both Parties have read, understand, and agree to the terms of this Agreement.