

SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Support Agreement (the “Agreement”) is made by and between Quadiant USA Inc., a Massachusetts corporation with offices at 470 Atlantic Ave., 4th floor, Boston, MA 02210 (“**QUADIANT**” or “**Licensor**”) and the customer identified on the Neopost Order Form (the “**Customer**” or “**Licensee**”). QUADIANT or Customer may be referred to herein as a “**Party**” and they may be referred to herein collectively as the “**Parties**”.

This Agreement covers Quadiant on premise Inspire software products, including their respective modules that are identified on the Neopost Order Form (the “**Programs**”).

This Agreement is comprised of the following:

- This Agreement
- Exhibit A – Definitions
- Exhibit B – Support & Maintenance

Unless expressly agreed in an Exhibit, in the event of a conflict among the above listed documents, the documents are listed in descending order of precedence. For the avoidance of doubt, **Exhibit A** takes precedence over **Exhibit B** but not over the Agreement.

NOW THEREFORE, in exchange for the consideration described herein, the Parties agree as follows:

1. **Definitions.** The definitions which apply to this Agreement including all exhibits are attached as **Exhibit A** and incorporated herein by reference.

2. **License Grants.**

2.1 **License.** QUADIANT grants to Licensee a non-exclusive and non-transferable perpetual license to the Software described in the Neopost Order Form and in the Software documentation and as set forth below at the prices set forth in Neopost Order Form. All Licenses granted are subject to the terms and conditions set forth on the Neopost Order Form, in this Agreement, and in the applicable Third-Party Software Programs license terms.

2.2 **Open Source.** Some Software licensed to Licensee includes Open Source Software. A complete list of these licenses is available via this link to QUADIANT’s website: <http://www.quadiant.com/resources/open-source-licenses>. Customer agrees to comply with the terms of all Open Source Software licenses. To the extent the license for any Open Source Software requires QUADIANT to make available to the Licensee the corresponding source code, Licensee may obtain a copy of the applicable source files by sending a written request, Licensee’s name and address to: Quadiant USA Inc. 470 Atlantic Ave., 4th floor, Boston, MA 02210. All requests must clearly specify: Open Source File Request. This offer to obtain a copy of the Source Files is valid for two years from the date when Licensee had acquired the Software license.

2.3 **License Key.** Licensee acknowledges that the Software contains a license key. QUADIANT will provide Licensee with a license mechanism and a related key. This mechanism and key pair shall

control the modules, functions and features as licensed in accordance and defined in the applicable License Schedule. If Licensee subsequently purchases additional modules and functions, QUADIENT shall provide Licensee with additional license keys in order to update the mechanism and license pair. In the event Licensee signs a click-charge subscription for production engines, the mechanism and key pair shall take control of such click-charge counter. Licensee agrees not to acquire or use any license key or similar computer code for the Software provided by anyone other than QUADIENT or one of its authorized partners/resellers or distributors.

2.4 Backup/Archival Copy. Licensee may make one (1) backup/archival copy of the Software provided this copy is not installed or Used on any Computer. Licensee may not sell, assign or transfer any copy of the Software, except where specifically set forth in the applicable license terms (such as in the applicable Open Source Software terms). Any copies that Licensee is permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software. Except as provided for above, Licensee may not copy the Software.

2.5 Quadiënt License Manager. As a condition of the license grant, Licensee shall install and use the QUADIENT License Manager. In case that Licensee is under a volume restricted or click charge license type, Licensee must furthermore agree to provide QUADIENT within no later than 5 working days after each quarter with the respective usage report produced by the QUADIENT License Manager installed by the Licensee. Any non-compliance with the above stated obligations is considered to be a material breach of this Agreement.

2.6 Ownership. The Software, as well as know-how and the relevant documentation are owned by Quadiënt Group AG, Switzerland and its structure, organization and code are the valuable trade secrets of Quadiënt Group AG which is the parent company of QUADIENT. Any and all Intellectual Property Rights of the Software and integrated Third Party software (i.e. Adobe PDF Library technology) remain in the ownership of the respective owner(s) which retain title and full ownership rights thereto. The Software is also protected by Swiss copyright law and International Treaty provisions. Integrated Third Party Software are protected by United States copyright law and international treaty provisions and may be subject to additional terms and conditions. Such additional terms and conditions shall be contained in the "About the Product" documentation or defined in the applicable License Schedule. Except as stated herein, this Agreement does not grant Licensee any Intellectual Property Rights in the Software or in any component of the Software. Licensee is only allowed to use the programs contained in the Software for which it has paid the License Fee and for which it has received the authorization to use the Software.

2.7 Reservation of Rights. Any rights not expressly granted to Licensee are reserved by Quadiënt Group AG and QUADIENT, which retain title and full ownership right under the copyright laws of the Switzerland, the United States or any other jurisdiction or foreign laws. Neither Quadiënt Group AG, QUADIENT nor their respective resellers and distributors are obligated to provide, nor is Licensee acquiring any right of any kind with respect to, the source code for the Software. Licensee acknowledges such ownership and Intellectual Property Rights and will not take any action to jeopardize, limit or interfere in any manner with Quadiënt Group AG's or QUADIENT's ownership of or rights with respect to the Software. Furthermore, Licensee agrees not to limit or interfere in any manner with the ownership and Intellectual Property Rights related to integrated Third-Party Software). Licensee also covenants not to use the Viewing Function (meaning a function allowing the copying of a PDF document into memory for display) contained

in the Adobe PDF library technology in order to violate or bypass PDF file security measures which prevent copying or editing PDF documents.

Except as otherwise expressly permitted in this Agreement, Licensee may not:

- modify or create any derivative works of any Software or Software documentation
- decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for any Software (except to the extent applicable laws specifically prohibit such restrictions)
- re-distribute, encumber, sell, rent, lease, or sublicense the Software, except as to Licensee's Affiliates.

3. Support & Maintenance.

3.1 Term and Renewal. Customer has agreed to buy Support & Maintenance as provided for in the Neopost Order Form. Unless otherwise stated on the Order Form, QUADIENT shall provide Support & Maintenance for a term of one (1) year from the effective date of this Agreement (the "Initial Support Term"). After the Initial Support Term, the Support & Maintenance shall be automatically renewed each year for an additional one (1) year renewal term unless one party notifies the other party in writing of its intent not to renew the Support & Maintenance services ninety (90) prior to the expiration of the then current Support & Maintenance term. If Customer buys Support & Maintenance after the Initial Support Term, the cost of support shall be at then-current prices.

3.2 Termination. Either party may terminate Support & Maintenance at the end of any term by giving written notice to the other party at least ninety (90) days prior to the end of such term. Additionally, either party may terminate Support & Maintenance if the other party breaches any material term or condition of the Agreement, and such breach is not remedied within thirty (30) days after receiving written notice thereof. Notwithstanding the foregoing, QUADIENT may immediately, by written notice to Licensee, suspend or terminate Support & Maintenance if Licensee fails to make any payment due under this Agreement within ten (10) days after Licensee receives written notice that such payment is overdue. In the event that Customer terminates this Support & Maintenance for cause, it shall be entitled to a prorated refund of any fees paid for Support & Maintenance not received.

4. Conditions of Service.

4.1 Licensee Assistance. Licensee agrees to provide QUADIENT reasonable access to Licensee personnel authorized to answer questions or resolve problems reported by Licensee regarding the Products. Licensee also agrees to implement all Updates and Upgrades provided by QUADIENT under this Agreement within a reasonable time which means no longer than twelve (12) months after the commercial release by QUADIENT. If the new release is necessary to resolve an existing problem, Licensee agrees to implement such release as soon as reasonably possible. When QUADIENT offers a new release and Licensee does not implement such release, QUADIENT has no obligation with regard to the problem resolved by the new release.

4.2 Retirement of Releases. QUADIENT shall provide Support & Maintenance Services for Software versions from the date the version becomes generally available until such version is retired. Software versions that are currently maintained and supported are listed at <http://www.quadiant.com> under "QUADIENT Products". This list is regularly updated. Unless otherwise set forth in an executed

written agreement between the parties to this Agreement, QUADIANT shall retire prior commercial releases of the Software (i.e. discontinue Support & Maintenance) as follows: (i) six (6) months after the commercial GA Release of the subsequent Updates; (ii) no sooner than six (6) months after the commercial GA Release Update; (iii) no sooner than twelve (12) months after the commercial release of a new Major Upgrade. Notwithstanding the foregoing, QUADIANT shall provide telephone support, during normal business hours, with respect to questions regarding the “how-to” use of a retired release of the Software for six (6) months following its retirement.

4.3 Use of Updates. Licensee's use of any Updates provided by QUADIANT as part of Maintenance Services shall be governed by all license limitations and restrictions, and all other terms and conditions of the Agreement. QUADIANT may, upon thirty (30) days prior written notice to Licensee, change the services included in Support & Maintenance provided, any such change shall not materially or substantially decrease the service level commitments described in Exhibit B. Such changes will not become effective until acceptance and commencement of any renewal term.

5. **Payment.** Customer shall make payments to Neopost as set forth on the Order Form.

6. **Mutual Confidentiality.**

6.1. Confidential Information. Each party acknowledges and agrees that any and all information emanating from the other's business in any form is “Confidential Information,” and each party agrees that it will not, during or after the term of this Agreement, permit the duplication, use, or disclosure of any such Confidential Information to any person (other than an employee, agent or representative of the other party who must have such information for the performance of its obligation hereunder or in the execution of the duties of his or her employment), unless such duplication, use or disclosure is specifically authorized by the other party in writing. Licensee agrees that Licensor shall expressly be entitled to disclose Confidential Information provided by Licensee to its own employees, agent or representatives as well as to its affiliates including, but not limited to, Quadiant s.r.o. in the Czech Republic where the Research and Development Organization of the QUADIANT Group is located. Such aforesaid disclosures shall always be strictly confined to the extent that required in order to fulfill Licensor’s obligations under this Agreement and under a valid Maintenance and Support Agreement with Licensee. Such aforesaid disclosure shall always be strictly confined to the extent necessary in order to fulfill Licensor’s obligations under this Agreement and under a valid Maintenance and Support Agreement with Licensee.

6.2. Protection of Confidential Information. Each party shall use reasonable diligence, and in no event less than that degree of care which such party uses in respect to its own Confidential Information of like nature, to prevent the unauthorized disclosure or reproduction of such Confidential Information. Without limiting the generality of the foregoing, to the extent that this Agreement permits the copying of Confidential Information, all such copies shall bear the same confidentiality notices, legends, and Intellectual Property Rights designations that appear in the original versions.

6.3. Exclusions. Confidential Information shall not include: information which is in the public domain; information known to the recipient party as of the date of this Agreement, unless the recipient party agreed to keep such information in confidence at the time of its receipt; and information properly obtained hereafter from a source who is not under an obligation of confidentiality with respect to such information. The provisions of this Section 6 shall survive any termination or expiration of this Agreement.

7. **Assignment.** Licensee may not assign this Agreement. Notwithstanding the foregoing, provided that Licensee gives QUADIENT timely written notice of its intent to do so, Licensee may assign its rights and obligations under this Agreement to any Licensee Affiliate.

8. **Export Rules.** Licensee agrees that the Software will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, Licensee represents and warrants that it is not a citizen, or otherwise located within, an embargoed nation and not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if Licensee fails to comply with the terms of this Agreement and the applicable Schedules hereto.

9. **Limited Warranty and Disclaimer.**

9.1. **Software and Media Warranty.** Provided that Licensee has paid the applicable license fee, QUADIENT warrants that for a period of ninety (90) days from the date of delivery of the Software, the Software substantially conforms to its published specifications and the media on which the Software is furnished, will be free of defects in materials and workmanship under normal use. Such warranty shall be extended and continued so long as Customer pays for Support & Maintenance.

9.2. **Other Warranties.** QUADIENT warrants and covenants that : (i) QUADIENT has the power and authority to execute and deliver this Agreement; (ii) QUADIENT has taken all necessary corporate action to authorize the execution and delivery of this Agreement, and this Agreement is and shall be the legal, valid, and binding obligation of QUADIENT enforceable in accordance with its terms; (iii) QUADIENT owns or has acquired rights to all proprietary interests in the Software and documentation necessary to grant the licenses set forth in this Agreement; (iv) to the knowledge of QUADIENT, the Software contains no virus, Trojan horse, worm, or other software routines designed either to permit unauthorized access by third parties or to disable, erase or otherwise harm Licensee's data, hardware or computer system; (v) the documentation is reasonably sufficient for the operation and maintenance of the Software by reasonably competent and trained End Users; and (vi) all Services provided by QUADIENT will be performed in a workmanlike manner pursuant to generally accepted industry standards.

9.3. **Exclusions.** QUADIENT AND ITS SUPPLIERS PROVIDE NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED FOR ANY SAMPLE APPLICATION CODE, ALPHA CODE OR TRIAL VERSION OF THE SOFTWARE. ANY TRIAL VERSION OR TEST VERSION (NON-GA VERSION) OR SAMPLE APPLICATION CODE OF THE SOFTWARE ARE PROVIDED "AS IS". Any and all warranties shall be void if the Software has been modified without authorization by QUADIENT or if installed on or used with equipment by LICENSEE which does not meet the minimum requirements necessary for proper operation as set forth by QUADIENT and provided to licensee.

9.4. **Disclaimer of Warranties.** EXCEPT AS SET FORTH IN THE FOREGOING LIMITED WARRANTY WITH RESPECT TO SOFTWARE OTHER THAN ANY SAMPLE APPLICATION CODE OR TRIAL VERSION, QUADIENT, ITS SUPPLIERS AND RESELLERS DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT AND

TITLE OR QUIET ENJOYMENT. QUADIENT DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY OF THE SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY QUADIENT, ITS SUPPLIERS AND RESELLERS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

9.5. Sole and Exclusive Remedy. Licensee's exclusive remedy for any breach of the Warranty as set forth in Section 9.1, provided that Customer makes a timely written warranty claim to QUADIENT, shall, at QUADIENT's sole discretion, QUADIENT be to: (1) supply Licensee with a copy of the Software that substantially conforms to the published documentation, or (2) provide a replacement for the defective media, or (3) refund a pro-rated portion purchase price of the Software to Licensee. QUADIENT shall have no responsibility to Customer for a Software failure if the failure of the Software has resulted from Licensee's conduct including, without limitation: misconfiguration, accident, abuse, misapplication, or if the failure arises out of use of the Software with other than a recommended hardware configuration as provided by QUADIENT's documentation.

10. Indemnity.

10.1. Indemnification and Process. QUADIENT will defend, at its own expense, and hold Licensee harmless against any legal action brought against Licensee based on a claim that the Software infringes an Intellectual Property Right of a third party, and QUADIENT will pay any final judgment against Licensee in any such action attributable to any such claim or incurred by Licensee through settlement of such claim. Claims with respect to any of the Open Source Software and/or Third Party Software shall be subject to their respective license agreements and QUADIENT disclaims any and all liability with respect to any claims of infringement with respect to those software programs. However, all such defense and payments of final judgment are subject to the conditions that Licensee must: (i) notify QUADIENT promptly in writing of such claim, (ii) permit QUADIENT to have sole control of the defense, compromise or settlement of such claim, including any appeals, and (iii) reasonably cooperate with QUADIENT in the defense or settlement of such claim. QUADIENT will pay those costs, damages or reasonable attorney's fees incurred by Licensee in connection with such action or claim but shall only pay Licensee's legal fees which were incurred by Licensee after Licensee gave QUADIENT notice of the claim and before QUADIENT assumed control of the defense. Nevertheless, the parties agree that QUADIENT's entire liability under this Agreement for any claim or legal action related to an infringement of a third party Intellectual Property Right shall be limited to 125% of the amount of the Licensee's paid License Fees for the Software in the prior twelve (12) months.

10.2. Remedies. Should the Software become, or in QUADIENT's opinion be likely to become, the subject of any such infringement claim, Licensee shall permit QUADIENT, at QUADIENT's option and expense, to (i) procure for Licensee the right to continue using the Software, or (ii) replace or modify the Software so that it becomes non-infringing and maintains the same functionality or (iii) terminate the right to use the Software, upon which termination Licensee agrees to promptly destroy all copies of the Software and certify the same to QUADIENT, whereupon QUADIENT will refund Licensee's License Fees for the Software up to 100% the total amount of the Licensee's paid License Fees for the Software in the prior twelve (12) months.

11. Limitation of Liability.

11.1. Limitations. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL QUADIENT OR ITS AFFILIATES, RESELLERS OR DISTRIBUTORS OR CUSTOMER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF OR THE INABILITY TO USE THE SOFTWARE EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE QUADIENT'S AND ITS AFFILIATES ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED 200% OF LICENSE FEES PAID TO LICENSOR FOR THE SOFTWARE IN THE PRIOR TWELVE (12) MONTHS.

11.2. The limitations of liability set forth in this Section 11 shall not apply to:(i) claims by a party for breach of Section 6 Confidentiality; (ii) the extent the party seeking the benefit of the limitation has engaged in willful misconduct, gross negligence or has intentionally harmed the other party;(iii) claims for personal injury and (iv) claims for which there is actual insurance coverage for such claim and the deductible shall be paid by the party carrying such coverage (in which case the maximum liability of a party shall be the greater of the maximum liability set forth in this section or the amount of actual insurance coverage).

12. License Term and Termination. This Agreement shall be effective for the term of the License grant unless terminated earlier, either through mutual agreement by the parties or by Licensee's breach of the Agreement; provided however, Licensee shall have thirty (30) days from written notice to cure any such breach, if curable. Upon termination, Licensee must immediately destroy the Software and all accompanying written materials and all copies thereof (including copies stored in computer memory) and shall so certify to QUADIENT in writing.

13. Disputes.

13.1. Choice of Law. This Agreement will be governed by and construed under the laws of the State of New York and under the federal laws applicable therein.

13.2. Arbitration. Except for matters which would result in irreparable harm to a party without injunctive relief, the parties agree all disputes arising out of or in connection to this Agreement will be resolved under through binding arbitration under the Rules of the American Arbitration Association ("AAA"). For cases where the amount in controversy is \$250,000 or less, the case will be heard before an arbitrator appointed by the AAA who shall be an attorney. For cases where the amount in controversy exceeds \$250,000, the case will be heard by a panel of 3 arbitrators; one shall be an attorney, the second shall be an industry contracts professional and third shall be a subject matter expert. The arbitration shall be conducted in English in Washington, DC. The arbitrator's decision will be final and binding and may be enforced in a court. Each party waives its right to trial by jury or a court and agrees that such arbitration/mediation shall be the exclusive methods of resolving disagreements with respect to this License Agreement. This paragraph shall survive any termination of this Agreement. This paragraph shall survive any termination of this Agreement.

14. Waiver. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein. If any provision hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

15. Force Majure. Neither party shall be liable for any failure or delay in performance due to any cause beyond such party's control including but not limited to accident, acts of God, fire or water damage, acts of war, riots, strikes, lightning, electrical disturbances or other similar causes.

16. Notices. All notices or other communications herein provided to be given or which may be given by any party to the other, shall be deemed to have been duly given when made in writing and either (i) delivered personally, or (ii) sent by commercial overnight courier with written verification receipt. Notices to the Licensee shall be sent to the address set forth on the Neopost Order Form. Notices to QUADIENT shall be sent to the addresses that, follow:

Notices to QUADIENT:
Quadiënt USA, Inc.
470 Atlantic Avenue, 4th Floor
Boston, MA 02210529

With a copy to:

Michael Gardner, Esq
Troutman Sanders, LLP
222 Central Park Ave, Suite 2000
Virginia Beach, VA 23462

or to such addresses as the parties may provide to each other in writing and as set forth in this section from time to time.

Exhibit A

Definitions

“Affiliate” means any entity controlling, controlled by or under common control with the named party.

“Computer” means one central processing unit (CPU) that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions;

“End User” means the Licensee of the Software product who acquires the software for use and not for distribution or resale;

“Fees” means the fees and expenses specified in this Agreement, the Neopost Order Form and the applicable Exhibits thereto payable by Licensee in respect of the License, and the Support & Maintenance; all fees and expenses are stated without any applicable taxes;

“GA Release” means the Generally Available Released version of Software (excluding Beta and earlier Versions, Custom Versions, Trial Version, Test Versions and Code Samples);

“Intellectual Property Rights” means all rights in inventions, patents, copyrights, design rights, trademarks and trade names, service marks, trade secrets, know-how and any other intellectual property rights (whether registered or unregistered) and all applications for any of them, anywhere in the world;

“License” means the License in respect of the Software granted by QUADIANT to the Licensee;

“Major Upgrades” means General Availability (GA) version of the software. These versions are fully supported for three years;

“Neopost” means Neopost USA Inc.

“Open Source Software” means Third Party Software available without charge for use, modification or distribution and generally licensed under the GNU Lesser General Public License, Apache or other open source software license;

“Order Form” means the ordering document that was used to order the Software from Neopost;

“QUADIANT License Manager” means the software management tool metering Licensee’s Use of the software

products by in order to ensure Licensee’s compliance with the mutually agreed extent of Use;

“Release” means any time that QUADIANT makes a new version of Software available to customers

“Software” or **“Products”** means the Software program(s) (as set forth in the applicable License Schedule with QUADIANT) and therein integrated Third Party Software , in each case, supplied by QUADIANT or its suppliers or resellers herewith, and corresponding documentation, associated media, printed materials, and online or electronic documentation;

“Support & Maintenance” means the services described on **Exhibit B**.

“Third Party Software” means in the Software integrated Third Party Software such as Adobe PDF Library technology, Datalogics Software etc. and related documentation, and any upgrades, modified versions, updates, additions, and copies thereof;

“Trial Version” means a version of the Software, so identified, to be used only to review and evaluate the Software for a specific time period as determined by QUADIANT;

“Updates” means when QUADIANT releases a new version of Software intended to correct issues in a previous version of the Software, including any maintenance release, service packs, or hot fixes.

“Upgrades” means a new version of Software that contains new features but is not a full General Availability release. These releases are marketed as QUADIANT’s First Mover Advantage Program (FMAP).

“Use” means to access, install, download, copy or otherwise benefit from the functionality of the Software in accordance with the Software documentation and as set forth in this Agreement;

“User” means any person, program, process, product, or hardware which uses any functionality of the Software;

“Warranty Period” means the 90-day period immediately following Licensee’s receipt of the Software.

EXHIBIT B

Support & Maintenance Standard Level

A. Support & Maintenance Availability

- Support & Maintenance will be available to the Licensee within regular business hours (“Regular Hours”) (Mon-Fri, 8:30AM – 5:30PM of one of the following time zones: EST, CST, MST, PST, as specified by the Licensee, with the exception of Christmas Day (Dec.25) and New Year’s Day (Jan.1)). During Regular Hours, Support & Maintenance will be available for any types of issues and any issue priorities.

B. Contacting QUADIENT Support & Maintenance

- During Regular Hours, Support & Maintenance can be accessed by:
 - i. sending an email to CANSupport@quadi|ent.com
 - ii. submitting a case directly to QUADIENT Support Portal at <https://quadi|ent.force.com>
 - iii. calling (866) 883-4260 Ext.2

C. Escalation Process

Any Support & Maintenance issue may be escalated either by the Licensee or internally, at any point. The escalation path should be as follows:

- Support Analyst
- Account Manager or Account Executive
- Director of Support
- Director Professional Services and Support
- VP Sales
- President and General Manager, QUADIENT Americas

D. Response Process, Severity Codes

The QUADIENT Support & Maintenance model is designed to ensure quick response times and effective delivery of solutions.

The first response is only sent to the Licensee after the case is:

- Properly reviewed and understood
- Its priority is assessed
- It is assigned to the appropriate resource

Severity Code Classification and Response Times:

Priority	Severity Classification	First Response Time
1. Critical	A complete or significant loss in production functionality such that the Software, or (for purposes of clarification) any module thereof, is inoperable or not available or substantially unusable and such inoperability, unavailability, or unusability results in a critical business impact or severe limitation of a production live system. No feasible temporary solution is available and therefore live system requiring immediate attention.	Within two (2) business hours
2. High	A significant loss of system functionality resulting in high business impact of a secondary system or where major functionality is severely limited. Live system requiring fast attention.	Within four (4) business hours
3. Medium	A loss of system functionality resulting in low business impact in either a production live or development system involving the Software. Functionality is not critically affected.	Within eight (8) business hours
4. Timed	A request for information, enhancement/new feature request, or a "How To" question/suggestion. It typically does not impact production in a critical way. It may result in a task which can be planned for a new release or as a project with an agreed due date in the future.	Within twelve (12) business hours

E. Resolution Process

QUADIENT endeavors to resolve all incidents as quickly as possible during Regular Hours. However, the parties may mutually agree that a resolution can be delivered by providing a work around and or a hot fix.

F. QUADIENT Support & Maintenance Process and Methodology

- **Support Analyst**
The Licensee will be working with the QUADIENT Support team, who will regularly provide the latest information about any new product releases and/or product developments and also inform the Licensee about available training opportunities. The QUADIENT Support & Maintenance team shall act as the Licensee’s primary point of contact in the event that the Licensee should have any technical and/or other problems with the QUADIENT products and/or services provided hereunder.
- **Named Contacts**
The Licensee shall designate in writing up to three (3) named contacts to request and receive telephone and email responses from QUADIENT. All of the Licensee's Support & Maintenance inquiries shall be initiated through these named contacts. The Licensee may designate additional contact persons and may be charged if the total number of designated persons exceeds the limit set forth above, but can change the contact persons designated without additional charge. In order to help ensure an uninterrupted service,

the Licensee shall notify QUADIENT in writing of any changes related to its designated contact persons.

G. Licensee's Obligations

In order to ensure effective cooperation between the Licensee and QUADIENT Support & Maintenance, the Licensee agrees to:

- Multiple environments – Maintain multiple independent development, test and production environments to preserve availability of production systems.
- Versions and Platforms – Use only supported QUADIENT product versions on supported platforms
- Remote access to test environment(s) – Provide QUADIENT with access to test environments on an as needed basis to troubleshoot reported incidents in order to replicate reported issues and perform diagnosis
- Information currency – Update QUADIENT in a reasonably timely manner on changes in the Licensee's technical infrastructure relevant to QUADIENT applications (e.g. product updates, hardware platform modifications, etc.)
- Coordination – Alert QUADIENT of imminent application upgrades to QUADIENT products and/or QUADIENT product infrastructure
- Adequate testing – Perform pre-production tests with appropriate and adequate amounts of production data.
- Incident reporting – Report incidents through QUADIENT CRM/Helpdesk
- Current product training – The Licensee's named contacts will have completed product training and obtained product training certifications for all of the QUADIENT products licensee uses.