ACCUZIP INC. BETA TEST AGREEMENT

This ACCUZIP RELATIONSHIP AGREEMENT ("Agreement") is entered into by ACCUZIP INC. ("Company"), a Texas Corporation, and _____ ("Licensee" or "you"), as of _____ (the "Effective Date").

NOTICE TO USER:

This Software Beta Test Agreement (**"Agreement"**) is a CONTRACT between you (either an individual or a single entity) (**"Licensee"** or **"you"**) and AccuZIP. (**"the Company"**), which covers your use of the AccuZIP beta software product and/or service that accompanies this Software Beta Test Agreement and related software components, which may include associated media, printed materials, and "online" or electronic documentation. All such software and materials are referred to herein as the **"Beta Software"**. If you do not agree to the terms of this Software Beta Test Agreement, then do not use the Beta Software. By explicitly accepting this Software Beta Test Agreement, however, or by installing, copying, downloading, accessing, or otherwise using the Beta Software, you are acknowledging and agreeing to be bound by the following terms.

1. DEFINITIONS

(a) "Beta Software" shall mean the beta version of AccuZIP Presort and Concierge Services, and the media and Documentation provided by the Company to Licensee and for which Licensee is granted a use license pursuant to this Agreement.

(b) "Documentation" shall mean the printed or online written reference material furnished to Licensee in conjunction with the Beta Software, including, without limitation, instructions, run rules, beta testing guidelines, and end user guides.

(c) "Intellectual Property Rights" shall mean all intellectual property rights, including, without limitation, patent, copyright, trademark, and trade secret.

(d) "Open Source Software" means various open source software components provided with the Beta Software that are licensed to you under the terms of the applicable license agreements included with such open source software components or other materials for the Beta Software.

(e) "Updates" shall mean a modification, error correction, bug fix, new release, or other update to or for the Beta Software.

INITIAL:

(f) "Confidential Information" means all non-public materials and information provided or made available by Company to Licensee, including products and services, characteristics, performance, potential shipment date of the Beta Software, the Beta Software itself, information regarding technology, know-how, processes, software programs, research, development, financial information and information the Company provides regarding third parties.

2. LICENSE GRANT, USE AND OWNERSHIP

(a) Limited License. Subject to the terms and conditions of this Agreement, the Company grants to Licensee a non-exclusive, nontransferable license (without the right to sublicense) (i) to use the Beta Software in accordance with the Documentation solely for purposes of internal testing and evaluation, (ii) to use the Documentation provided with the Beta Software in support of Licensee's authorized use of the Beta Software, and (iii) to copy Beta Software for archival or backup purposes, provided that all titles and trademarks, copyright, and restricted rights notices are reproduced on such copies. Nothing in this limited license permits Licensee to modify the Beta Software.

(b) Evaluation Feedback. The purpose of this limited license is the testing and evaluation of the Beta Software and Documentation. In furtherance of this purpose, Licensee shall provide feedback to the Company concerning the functionality and performance of the Beta Software from time to time as reasonably requested by the Company, including, without limitation, identifying potential errors, improvements, modifications, bug fixes, or enhancements (**"Feedback"**). Such Feedback will be in a manner convenient to Licensee and will be subject to reasonable availability of Licensee's personnel. Notwithstanding the foregoing, prior to Licensee disclosing to the Company any information in connection with this Agreement which Licensee considers proprietary or confidential, Licensee shall obtain the Company's prior written approval to disclose such information to the Company, and without such prior written approval from the Company, Licensee shall not disclose any such information to the Company. Feedback and other information which is provided by Licensee to the Company in connection with the Beta Software or this Agreement may be used by the Company to improve or enhance its products and, accordingly, Licensee grants the Company a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit such Feedback and information without restriction.

(c) Restrictions. Licensee shall not copy or use the Beta Software (including the Documentation) or disseminate Confidential Information, as defined below, to any third party except as expressly permitted in this Agreement. Licensee will not, and will not permit any third party to, sublicense, rent, copy, modify, create derivative works of, translate, reverse engineer, decompile, disassemble, or otherwise reduce to human perceivable form any portion of the Beta Software or accompanying Documentation.

(d) Ownership. The Company shall own and retain all right, title and interest in and to the Intellectual Property Rights in the Beta Software and any derivative works thereof, subject only to the limited license expressly set forth in Section 2(a) hereof. Licensee does not acquire any other rights, express or implied, in the Beta Software. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO THE COMPANY.

(e) Support Services. The Company will support the Beta Software (to the best of their ability) by providing Updates to Licensee. In the event the Company, in its sole discretion, supplies any Update to Licensee, such Update shall be deemed Beta Software hereunder and shall be subject to the terms and conditions of this Agreement.

(f) Open Source Software. The terms and conditions of this Agreement shall not apply to any Open Source Software accompanying the Beta Software. Any such Open Source Software is provided under the terms of the open source license agreement or copyright notice accompanying the Beta Software.
INITIAL:

3. TERM AND TERMINATION

Unless otherwise terminated as specified under this Agreement, Licensee's rights with respect to the Beta Software will terminate upon the earlier of (a) the initial release by the Company of a generally available version of the Beta Software or (b) one year after acceptance of this agreement. Both parties may terminate this Agreement at any time for any reason or no reason. The Company shall immediately terminate this Agreement and any Licensee rights with respect to the Beta Software without notice in the event of improper disclosure of the Company's Beta Software as specified under Section 4 (Confidentiality) below. Upon any expiration or termination of this Agreement, the rights and licenses granted to Licensee under this Agreement shall immediately terminate, and Licensee shall immediately cease using, and will return to the Company (or, at the Company's request, destroy), the Beta Software, Documentation, and all other tangible items in Licensee's possession or control that are proprietary to or contain Confidential Information. The rights and obligations of the parties set forth in Sections 2(b) 2(c), 2(d), 2(e), 2(f), 3, 4, 5, 6 and 7 shall survive termination or expiration of this Agreement for any reason.

4. CONFIDENTIALITY

Licensee acknowledges that as a participant in the Beta Software test, Licensee will be given confidential trade secret information. Licensee agrees that it will at all times hold in strict confidence and not disclose Confidential Information to any third party except as approved in writing by the Company and will use the Confidential Information for no purpose other than evaluating the Beta Software. Licensee shall only permit access to Confidential Information to those individuals having a need to know and who have signed confidentiality agreements with the Company.

Licensee acknowledges that disclosure of Confidential Information could cause serious and irreparable harm to Company and, as an essential term and condition of participating in the Beta Software test, agrees to maintain the Confidential Information in strict confidence and not to disclose Confidential Information to any person or organization until the date on which Company first makes this information publicly available (**"Non-Disclosure Period"**). During the Non-Disclosure Period, Licensee additionally agrees not to disseminate, publish, or otherwise communicate any review, account, description or other information concerning the Beta Software, except directly to Company or with the express prior written consent of Company.

Licensee's obligations under this Agreement with respect to any portion of the Confidential Information shall terminate when the Licensee can document that: (a) it was in the public domain at the time it was communicated to the Licensee; (b) it entered the public domain subsequent to the time it was communicated to the Licensee through no fault of the Licensee; (c) it was in the Licensee's possession free of any obligation of confidence at the time it was communicated to the Licensee; or (d) it was rightfully communicated to the Licensee free of any obligation of confidence subsequent to the time it was communicated to the Licensee.

5. LIMITATION OF LIABILITY

LICENSOR SHALL HAVE NO LIABLITIY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBLIITY OF DAMAGES. IN ANY EVENT, THE LIABILITY OF LICENSOR TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE LESSER OF THE AMOUNT PAID TO LICENSOR BY LICENSEE UNDER THIS AGREEMENT OR [AMOUNT].

INITIAL:

THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMIATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS AND OTHER TORTS. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS HEREIN ALLOCATE THE RISKS OF PRODUCT AND SERICE NONCONFFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY APPLICATABLE LAWS. THE FEES HEREIN REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF THE CONSEQUENTIAL DAMAGES SET FOR IN THIS AGREEMENT.

6. FORCE MAJEURE

Neither party shall be under any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control including without limitation industrial disputes of whatever nature, power loss, telecommunications failure, acts of God, or any other cause beyond its reasonable control.

7. WARRANTY DISCLAIMER

IT IS UNDERSTOOD THAT THE BETA SOFTWARE, DOCUMENTATION, AND ANY UPDATES MAY CONTAIN ERRORS AND ARE PROVIDED FOR LIMITED EVALUATION ONLY. THE BETA SOFTWARE, THE DOCUMENTATION, AND ANY UPDATES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THE COMPANY AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. Licensee acknowledges that the Company has not promised or guaranteed to Licensee that such Beta Software will be announced or made available to anyone in the future, that the Company has no express or implied obligation to Licensee to announce or introduce the Beta Software, and that the Company may not introduce a product similar or compatible with the Beta Software. Accordingly, Licensee acknowledges that any research or development that it performs regarding the Beta Software or any product associated with the Beta Software is done entirely at Licensee's own risk.

8. Maintenance. If AccuZIP offers maintenance for the Beta Software, the terms of such maintenance, including any applicable fees, shall be set out in a separate agreement between Licensee and AccuZIP. In the absence of such maintenance agreement, AccuZIP shall be under no obligation to maintain or support the Beta Software.

9. Hold Harmless. Licensee shall indemnify AccuZIP and its officers, employees and agents from all claims whatsoever alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of Licensee's use of the Beta Software. Licensee shall indemnify USPS and its officers, employees and agents from all claims whatsoever alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of Licensee's use of the USPS Data. Licensee shall indemnify AccuZIP and its officers, employees and agents from all claims whatsoever alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of Licensee's use of USPS Data, including any such claims made by USPS. Licensee agrees to indemnify, defend and hold AccuZIP harmless from any and all losses, expenses, damages, penalties or costs arising from Licensee failure to comply with the USPS export restrictions prohibiting the export of the Product including the USPS Product incorporated therein or the use restrictions in regard to the use of the USPS Product incorporated in the Product, including any costs or losses imposed by the USPS upon AccuZIP for Licensee failure to comply with the export restrictions or the USPS Product technology use restrictions.

10. Remedy. ACCUZIP'S TOTAL LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LICENSE AGREEMENT SHALL BE ZERO DOLLARS ($0.00) (U.S.).

INITIAL:

11. OTHER PROVISIONS

(a) Governing Law. This Agreement, and all disputes arising out of or related thereto, shall be governed by and construed under the laws of the State of Texas, United States of America, without reference to conflict of laws principles. All such disputes shall be subject to the exclusive jurisdiction of the state and federal courts located in Idaho, United States of America, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

(b) Assignment. Licensee shall not assign this Agreement or any rights or obligations hereunder, directly or indirectly, by operation of law, merger, acquisition of stock or assets, or otherwise, without the prior written consent of the Company. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

(c) Modification. This is the entire agreement between the parties relating to the subject matter hereof and all other terms are rejected. No waiver or modification of this Agreement shall be valid unless in writing signed by each party. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any term or other breach hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law the remaining provisions of this Agreement shall remain in full force and effect.

INITIAL:

12. CONTACT INFORMATION

If you have any questions about this Software Beta Test Agreement, or if you want to contact the Company for any reason, please direct all mail correspondence to: AccuZIP Inc., 2450 S Shore Blvd, Ste 125, League City, TX 77573-2996, or electronic correspondence to support@accuzip.com.

COMPANY   **LICENSEE**

_____   _____
Company Name

_____   _____
Address

_____   _____
City, State ZIP+4

_____   _____
Name   Name

_____   _____
Signature   Signature

_____   _____
Date   Date

INITIAL: