



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
HHR90011

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER
304-558-0067

*502150424 617-218-3239

VENDOR

QAS LTD
 1 MEMORIAL DR #800

 CAMBRIDGE MA 02142

SHIP TO

HEALTH AND HUMAN RESOURCES
 MANAGEMENT INFORMATION SERVICE
 ROOM 313
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3713 304-558-4957

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/06/2008				
BID OPENING DATE: 07/09/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1,000	EA		099-00-01-001	11.75	11,750
QAS PROFESSIONAL FOR 1000 USERS OR EQUAL						
TO INCLUDE SETUP, INTEGRATION, AND INITIAL PRODUCT TRAINING. MUST ALSO PROVIDE REGULAR UPDATES TO ADDRESS DATABASE. UPDATES MUST INCLUDE ALL COMPONENTS OF ADDRESS QAS SOFTWARE OR EQUAL PER THE ATTACHED SPECIFICATIONS.						
0002	1,000	EA		099-00-01-001	11.75	11,750
QAS PROFESSIONAL WEB FOR 1000 USERS OR EQUAL						
TO INCLUDE SETUP, INTEGRATION, AND INITIAL PRODUCT TRAINING. MUST ALSO PROVIDE REGULAR UPDATES TO ADDRESS DATABASE. UPDATES MUST INCLUDE ALL COMPONENTS OF ADDRESS QAS SOFTWARE OR EQUAL PER THE ATTACHED SPECIFICATIONS.						
0003	1,000	EA		099-00-01-001	1.50	1500
GEOCODER INFORMATION FOR 1000 USERS OR EQUAL						
TO INCLUDE SETUP, INTEGRATION, AND INITIAL PRODUCT TRAINING. MUST ALSO PROVIDE REGULAR UPDATES TO ADI DATABASE. UPDATES MUST INCLUDE ALL COMPONENTS OF ADDRESS QAS SOFTWARE OR EQUAL PER THE ATTACHED SPECIFICATIONS.						

RECEIVED
 08 JUN 27 AM 10:16
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	617-218-3292	6/26/08	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Contracts Specialist	98-0229366		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130



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0004	1	EA		099-00-01-001	6500	6500
	QAS BATCH OR EQUAL					
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0005	1,000	EA		099-00-01-001	7.75	7750
	OPTIONAL QAS NAMES OR EQUAL					
	OPTIONAL: TO INCLUDE SETUP, INTEGRATION, AND INITIAL PRODUCT TRAINING. MUST ALSO PROVIDE REGULAR UPDATES TO ADDRESS DATABASE. UPDATES MUST INCLUDE ALL COMPONENTS OF ADDRESS QAS SOFTWARE PER THE ATTACHED SPECIFICATIONS					
0006	1,000	EA		099-00-01-001	1000/Day	5000
	OPTIONAL QAS PROFESSIONAL SERVICES OR EQUAL					
	OPTIONAL: TO INCLUDE INTEGRATION DEVELOPMENT, CONSULTING, PROFESSIONAL TRAINING, DATA ANALYSIS, AND PRE-PROCESSING ADDRESS MANAGEMENT CONSULTING ON ALL COMPONENTS OF THE QAS SOFTWARE, OR EQUAL PER THE ATTACHED SPECIFICATIONS.					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 617-218-3292	DATE 6/26/08
TITLE Contracts Specialist	FEIN 98-0229366	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>SOFTWARE SHALL BE DELIVERED WITHIN THIRTY (30) DAYS OF ISSUANCE OF PURCHASE ORDER.</p> <p>LICENSE SUBSCRIPTION SERVICES SHALL BE FOR ONE YEAR, WITH THE OPTION OF TWO (2), ONE (1) YEAR RENEWALS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE 617-218-3292	DATE 6/20/08
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<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT MAY BE DEEMED NULL AND VOID, AND TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 6/24/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL</p>						

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SIGNATURE <i>Jerry</i>	TELEPHONE 617-218-3292	DATE 6/26/08
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<p>QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 617-218-3292 DATE 6/26/08

TITLE *Contract Specialist* FEIN 98-0229366 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>(4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>J Barry</i>	TELEPHONE 617-218-3292	DATE 6/26/08	
TITLE Contract Specialist	FEIN 98-0229366	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 617-218-3292 DATE 6/26/08

TITLE Contracts Specialist FEIN 98-0229366 ADDRESS CHANGES TO BE NOTED ABOVE

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PURCHASING DIVISION IN WRITING IMMEDIATELY.						
BIDDER: <i>QAS Ltd</i>						
DATE: <i>June 26, 2008</i>						
SIGNED: <i>[Signature]</i>						
TITLE: <i>Contracts Specialist</i>						
* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						

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SIGNATURE <i>[Signature]</i>	TELEPHONE <i>617-218-3292</i>	DATE <i>6/26/08</i>
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BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----HHR90011-----						
BID OPENING DATE:-----7/9/2008-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----617 218 3003-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----Shail Trivedi-----						
***** THIS IS THE END OF RFQ HHR90011 ***** TOTAL:						<u>\$44,250</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 617-218-3292	DATE 6/26/08
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TITLE Contracts Specialist	FEIN 98 0229366	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

WEST VIRGINIA DEPARTMENT OF HEALTH AND
HUMAN RESOURCES OFFICE OF MANAGEMENT
INFORMATION SERVICES 350 CAPITOL STREET, ROOM
313 CHARLESTON, WEST VIRGINIA 25301

10

Request for
Quotation
(RFQ)
HHR90011

ADMINISTRATIVE AND CONTRACTUAL TERMS

Purpose:

The purpose of this Request for Quotation (RFQ) is to procure address management software to overcome current issues involving address data at Point of Entry (POE) and to clean the incorrect address data already existing at the backend. At POE, address management software will help in choosing the correct address by entering minimal address information. If users already know the address then they can verify it using address management software. This software will provide integration with PowerBuilder (Client/Server) and ASP.Net (Web) environments. We can correct the existing stored data in batch mode. Overall address management software will improve the address quality in FACTS (Families and Children Tracking System), cut costs by reducing the number of returned mailings; improve productivity, efficiency and customer satisfaction.

Location:

DHHR FACTS
350 Capitol St. RM 601
Charleston, WV 25301

Minimum Requirements:

QAS Professional Edition, or equal for 1,000 users- This software MUST include validation software and USPS address data file. Address software MUST provide accurate real-time address validation against U.S Postal Service (USPS) address data file. Performing address verification at the point of entry can prevent errors and omissions entering address database programs. Address software should provide seamless integration with Client/Servers applications such as Power Builder.

QAS Professional Web, or equal for 1,000 users- Address software MUST enforce address validation on websites, intranets or any web-based application, using the latest USPS postal address file. Address verification at the point of entry helps prevent errors and omissions in valuable address data. It should provide seamless integration with ASP.Net based web applications.

GeoCoder Information, or equal for 1,000 users- Geocoding is the process of assigning geographic identifier expressed in latitude-longitude to particular address. The address data file listed above with the QAS Professional Edition **MUST** contain Geocoding address data and address verification software should allow Geocoder information integration with FACTS System.

QAS Batch, or equal quantity of one (1) - Address software **MUST** clean existing records stored in a database. It **MUST** provide Delivery Point Validation (DPV) functionality, automatically correcting spelling mistakes and formatting errors while adding ZIP + 4 codes and Delivery Point Barcodes (DPBCs). The address correction software **MUST** be CASS Certified by the USPS and easy to install and use. QAS batch software **MUST** be compatible with Windows and Unix platforms.

Regular updates to address database, and updates to address QAS software **MUST** be provided.

****If bidding "or equal" product, software **MUST** be identified in the bid and must meet the following criteria to be considered.**

1. The software **MUST** be interactive and locate addresses within the United States.
2. The software **MUST** properly format all addresses to United States Postal System (USPS) standards.
3. FACTS database stores address information across several different areas of the database. It is imperative that address software allows conversion or parsing of USPS standardized address fields for storing and displaying data in FACTS system.
4. The software **MUST** be a real-time-front-end address capture. This means that instead of just giving a pass or fail for an entered address, it will offer the user multiple options for correcting the address.
5. The software **MUST** be able to flag an address as either business or residential.
6. The software **MUST** be long term, ongoing and capable of incorporating changes required by the USPS.
7. The software **MUST** be a COTS (Commercial- off –the- Shelf) product to be installed on existing AWI hardware. Service based solutions are not an acceptable alternative.

Optional Items

QAS Names, or equal (optional item) – Address software should be able to verify names and addresses quickly and accurately as they are entered into address database programs.

QAS Professional Services

Software **MUST** include integration development, address management consulting, professional training, data analysis and pre-processing for at least 12 people.

Subscription Services:

Software MUST include one year of subscription to include initial setup, integration, and initial training to use the product for a period of one year. This request needs to include the option of two (2) one year renewals. Regular updates to address database and updates to address QAS Software must be provided.

Delivery:

Delivery of software MUST be within thirty (30) days of issuance of purchase order.

PROCUREMENT SPECIFICATIONS**Vendor Registration:**

Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a Quotation, but the successful vendor must register and pay the fee prior to the award of an actual purchase order/contract.

<http://www.state.wv.us/admin/purchase/vrc/default.htm>

Purchasing Affidavit:

West Virginia State Code 5A-3-1-a-(3) (d) requires that all vendors submit an affidavit of debt, which certifies that there are no outstanding obligations or debts owing the State of West Virginia. The Purchasing Affidavit is attached to this request for Quotation which must be completed, signed, and returned. If bidding a joint Quotation, a Purchasing Affidavit must be completed for both vendors.

Agreement Addendum: WV-96:

Any contract resulting from an award from this RFQ and a vendor's quotation must include, but is not limited to, in its terms and conditions all mandatory sections contained herein. Agreement Addendum submissions requirements are outlined in "Procurement Specifications". Agreement Addendum (Form WV-96) can be found by clicking on Vendor Resource Center on Website <http://www.state.wv.us/admin/purchase>.

Subcontracts Prohibited:

The Successful vendor will be solely responsible for all work performed under the contract. The vendor shall not enter into written subcontracts for performance or work under the contract without written permission of the Department.

**HHR90011
 BID COST SHEET**

Item #	Qty.	Item Description	Unit Cost	Total Cost
1	1,000 Users	QAS Professional for 1,000 Users, or Equal. To include setup, integration, and initial product training. Must also provide regular upgrades. Upgrades must include all components of address QAS software.	\$ 11.75	\$ 11,750
2	1,000 Users	QAS Professional Web for 1,000 Users, or Equal. To include setup, integration, and initial product training. Must also provide regular updates to address database. Updates must include all components of address QAS software.	\$ 11.75	\$ 11,750
3	1,000 Users	GeoCoder Information for 1,000 Users, or Equal. To include setup, integration, and initial product training. Must also provide regular updates to address database. Updates must include all components of address QAS Software.	\$ 1.5	\$ 1500
4	1	QAS Batch or Equal. To include setup, integration, and initial product training. Must also provide regular updates to address database. Updates must include all components of address QAS software.	\$ 6500	\$ 6500
		SUBTOTAL		\$ 31,500

**HHR90011
BID COST SHEET**

*****OPTIONAL ITEMS**

Item #	Qty.	Item Description	Unit Cost	Total Cost
5	1,000 Users	QAS Names or Equal. To include setup, integration, and initial product training. Must also provide regular updates to address database. Updates must include all components of address QAS software.	\$ 7.75	\$ 7750
6	1,000 Users	QAS Professional Services to include integration development, consulting, professional training, data analysis, and pre-processing address management consulting on all components of the QAS software, of equal.	\$ 1000/day	\$ 5000
7	1,000 Users	Year 2 subscription services for QAS software or equal		23,550
8	1,000 Users	Year 3 subscription services for QAS software or equal		23,550
		SUBTOTAL		\$59,850

TOTALS

SUBTOTAL FROM PAGE 1		31,500
SUBTOTAL ***OPTIONAL ITEMS		59,850
GRAND TOTAL		\$ 91,350

Optional items may be purchased at a later date. The award of this contract will be based on the Grand Total of all Pricing including the Optional Items.

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: ARS Ltd.

Signed: Julius Barry

Title: Contracts Specialist

Date: June 26, 2008

ATTACHMENT
P.O.# HR90011

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

“Debt” means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers’ compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. “Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. “Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers’ compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency’s policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor’s Name: APS Ltd.

Authorized Signature: Jennifer Barry Date: June 26, 2009



QuickAddress

License Terms and Conditions

QUICKADDRESS TERMS AND CONDITIONS

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QUICKADDRESS® LICENSE TERMS AND CONDITIONS

This license Agreement is an agreement between the customer referred to in the Order Confirmation and QAS Ltd, and covers your license for use of the Licensed Programs, Documentation and the Data we provide to you from time to time. Your use of the Data as well as other particular uses of the Licensed Products may be governed by third party Data Provider Licenses and other terms and conditions which can be viewed on Our Website and which form part of this License Agreement. Defined terms are found in **section 31**.

- 1 License**

By installing and using the Licensed Products, you acquire and agree to a non-exclusive license to use the Licensed Products subject to the terms of this Agreement.
- 2 Term**

Subject to the terms of this Agreement, this Agreement:

 - (a) commences on the Effective Date and continues for the Initial License Period; and
 - (b) maybe extended after the Initial License Period for an Additional Term (and thereafter, subsequent Additional Terms) upon the payment of the Renewal Fee, unless terminated in accordance with **section 16** of this Agreement.
- 3 Payment**

In consideration for the license to use the Licensed Products for the Initial License Period, you agree to pay to us the Initial License Fee in accordance with this Agreement.

In consideration for the license to use the Licensed Products for an Additional Term, you agree to pay to us the Renewal Fee in accordance with this Agreement.

We may increase the Renewal Fee in respect of an Additional Term by giving you notice in writing at least sixty (60) days prior to the commencement of that Additional Term:

 - (a) by an amount which represents the proportionate increase (if any) in the Consumer Price Index published by the US Bureau of Labor Statistics (U.S. All items average) during the most recent period of twelve months (for which the index provides figures) prior to the date of the notice; and/or
 - (b) by an amount which reflects any New Versions you have installed; and/or
 - (c) by an amount considered by us to be reasonable if we determine that the existing Renewal Fee does not give us an appropriate return when compared to returns from other of our customers, but in no event will any such increase be greater than ten (10) percent of the previous Renewal Fee; and/or
 - (d) by an amount sufficient to pass on any increase in the price of the Data notified to us by the relevant Data Provider
- 3.4** Unless otherwise agreed in writing, all fees payable under or in relation to this Agreement are exclusive of all taxes, duties and government charges. You are responsible for all taxes, duties and government charges, other than taxes, duties and government charges based on our income. If any such new or increased tax, duty or government charge is assessed, we will issue an invoice for the increased tax, duty or charge, and the invoice shall be payable within thirty (30) days of the date of invoice.
- 3.5** You must pay all relevant fees to us (including any tax or duty component) within thirty (30) days of the date of our invoice to you for the relevant fee. If you fail to pay the relevant fee by the due date, we reserve the right to charge interest on any unpaid fee at eighteen (18) per cent per annum or the highest rate permitted by applicable law, whichever is lower.
- 4 Ownership**

This Agreement does not convey to you any intellectual property or other ownership rights in the Licensed Products.

5 Delivery and risk

5.1 On or before the Effective Date we will deliver to you the agreed number of Licensed Products on the agreed media. Any Data Updates, New Releases and New Versions delivered to you will also be delivered on the agreed media.

5.2 Title and risk of loss or damage in the media passes to you on delivery.

6 Installation

You are responsible for installing the Licensed Programs and Data on your equipment. We will assist you with installation in accordance with **section 13 - Technical support**. You must install the Licensed Programs and Data in accordance with the Documentation.

7 Restrictions on use

7.1 You agree to:

- (a) use the Licensed Products strictly in accordance with the terms and conditions of this Agreement and in accordance with the Documentation and any reasonable procedures, instructions and guidelines issued by us;
- (b) use the Licensed Products solely in conjunction with the operating system and applications (if any) and solely on the equipment and at the location (if any) specified in the Order Confirmation;
- (c) use the Licensed Products only for your own internal business purposes and solely for the purpose of obtaining and managing addresses, postcodes and other elements of the Data;
- (d) ensure that you do not exceed your Authorized Use and that, subject to **section 7.2(e)**, all persons who operate or access the Licensed Programs and Data are your employees (including temporary employees or individual independent contractors acting on your behalf) only, and are made aware of and abide by all relevant terms and conditions of this Agreement. You must have a reasonable mechanism in place to ensure that your access to the Licensed Programs and Data does not exceed the Authorized Use. You will be responsible for the acts of all persons in relation to the access or use of your copy of the Licensed Programs and Data;
- (e) keep the Licensed Products confidential and secure and to back up your data in accordance with reasonable industry practice;
- (f) only install and use the Licensed Products in, and access the Licensed Products from, those countries specified in the Order Confirmation or Special Terms;
- (g) comply with all laws and regulations applicable to your use of the Licensed Products including without limitation (a) all applicable rules, regulations, requirements and orders of the U.S. Federal Trade Commission or state regulatory authorities relating to data privacy and protection, (b) the terms of any data privacy policy that you publish or represent as being applicable to data that you handle, (c) if applicable, the terms of the Safe Harbor Principles issued by the United States Department of Commerce on July 21, 2000, and (d) any other legislation, regulations, or codes of practice applicable to your use of the Licensed Products. We are not liable or responsible for your breach of these laws or regulations even if it occurs in connection with your use of the Licensed Products;
- (h) comply with all United States and other applicable export laws and regulations with respect to the Licensed Products and obtain, at your own expense, any required export licenses or other authorizations, copies of which you shall provide to us prior to any export or re-export of a Licensed Product for which such export licenses or other authorizations may be required;
- (i) use or install the Licensed Products on the internet, an extranet or upon any other similar type of electronic communications network, except in accordance with any terms and conditions relating to such use that are specified in an Order Confirmation.

- (j) take all reasonable steps to prevent the occurrence of any of the events in **section 7.2** and notify us immediately if you become aware of the happening of any of those events.
- 7.2 You agree not to:
- (a) without our prior written consent, copy, reproduce, or translate the Licensed Products;
 - (b) create a derivative work from the Licensed Products by any means;
 - (c) decompile, disassemble or reverse engineer the Licensed Programs or Data;
 - (d) give, lease, license, rent, assign, transfer, disclose or otherwise make available the Licensed Products (in any form) to any other person without our prior written consent;
 - (e) permit any other person or company (including your related or associated companies) to use the Licensed Products, for your benefit or otherwise, without our prior written consent; if you wish to outsource your information technology requirements and this involves a third party taking over the management of the Licensed Programs or Data, we will discuss with you the options, if any, to enable this to occur but at no time will the third party be permitted to use the Licensed Programs or Data other than for your own internal business requirements;
 - (f) use the Licensed Products for the business purposes of any other person (either conventionally or on the Internet, an intranet or an extranet) except in accordance with **section 9** below;
 - (g) do anything which adversely affects or damages our interests or the interests of our related or associated companies or of any of the Data Providers, including ownership interests in the Licensed Products;
 - (h) use those of the Licensed Programs which are interactive, either:
 - (i) as a batch tool; or
 - (ii) to build lists;
 - (i) remove or alter any existing patent, copyright, trade mark or other proprietary notice on or attached to the Licensed Products, and you must ensure that all such proprietary notices contained in or attached to the Licensed Products are reproduced on any copies or materials derived from any of the Licensed Products which you may receive.
- Because unauthorized use or transfer of the Licensed Products is likely to diminish substantially the value of such Licensed Products and irreparably harm us and may not be susceptible of cure by the payment of monetary damages, if you breach the provisions of **section 7** of this Agreement, we shall be entitled to obtain injunctive and/or other equitable relief, in addition to other remedies afforded by law, to prevent or restrain a breach of **section 7** of this Agreement.
- 8 Back up or archival copies**
- You may make a single copy of the Licensed Programs and Data provided to you and solely for the purpose of back up and restoration.
- 9 Service bureau**
- If you would like to use the Licensed Programs and Data in any Service Bureau arrangement you must obtain our prior written consent, such consent to be subject to the following conditions:
- (a) you must observe any restrictions (including any absolute bar) on the use of Data in Service Bureau arrangements set out in any Data Provider License or as we may otherwise advise you in writing; and
 - (b) you must comply with any terms and conditions relating to the use of the Licensed Programs and Data in any Service Bureau arrangement as set out on Our Website.

10 Additional use

If you would like to increase your Authorized Use of the Licensed Programs and Data, you must first notify us, identifying the additional use required. We will respond by advising you of the applicable license fee. Upon receiving confirmation that these fees are acceptable to you, we will send you an Order Confirmation and invoice you for the addition to your Authorized Use. Upon receipt by us of payment, this Agreement will be deemed to be amended to reflect the addition to your Authorized Use and revised fees.

11 Transfer

If you wish to use the Licensed Programs and Data on equipment, at a location or in conjunction with applications or an operating system different from those specified in the Order Confirmation, you must first notify us, identifying the alternate equipment, location, application or operating system. We will respond by advising you of whether such different use is permitted and, if so, the fees and other conditions if any associated with such different use including by way of conditions located on Our Website. Upon receiving confirmation that you wish to proceed, we will send you an Order Confirmation and invoice you for the applicable fees. Upon receipt by us of payment, this Agreement will be deemed to be amended to reflect such different use and other conditions (if any).

12 Data Updates, New Releases and New Versions

12.1 We will issue you Data Updates within a reasonable period of time after receiving them from the relevant Data Provider. If any particular Data Provider alters the interval for delivery of Data Updates, we will offer a matching alteration to the provision by us to you of the relevant Data Update. We may charge a reasonable additional fee to the Initial License Fee or Renewal Fee which reflects a more frequent provision of the relevant Data Update, provided that you are not obliged to accept a more frequent provision of Data Updates then that prevailing at the Commencement Date.

12.2 We may issue you New Releases from time to time. Any such New Releases will form part of the Licensed Programs for the purposes of this Agreement and are subject to the terms and conditions of this Agreement as if they formed part of the original Licensed Programs.

12.3 You must install Data Updates and New Releases issued to you within one calendar month of receipt.

12.4 New Versions are not included in the Initial License Fee or Renewal Fee. We will advise you of the availability of New Versions from time to time and of the fees and any other conditions in respect of such New Versions. You are not obliged to take New Versions, however we reserve the right to discontinue the provision of Data Updates to you by giving you at least twelve (12) months notice in writing if the following conditions are met:

- (i) either your version of the Licensed Programs has been superseded by more than two New Versions, or the media upon which your Data Updates is supplied is obsolete and you are unable to accept an alternative media; and
- (ii) a technically feasible upgrade path to our most recent New Version is available from us.

12.5 Unless otherwise agreed, this Agreement applies to New Versions which will be subject to the terms and conditions of this Agreement as if they were the original Licensed Programs.

13 Technical support

13.1 We will provide you with support services relating to the Licensed Products in accordance with our Support Services Policy. We may amend such policy from time to time by giving you at least twelve (12) months notice, such notice to be provided on Our Website. You acknowledge that the provision of support services is conditional upon you complying with your responsibilities as set out in our Support Services Policy. Where you have obtained the Licensed Products through a QAS Business Partner, the QAS Business Partner may provide you with support services in the first instance unless we agree otherwise.

13.2 Charges for any services not included within this Agreement will be invoiced to you, payable within thirty (30) days of the date of invoice. These charges will be at our rates as may exist from time to time and which we will notify to you prior to the provision of the services.

13.3 We are not obliged to provide you with support services relating to versions of the Licensed Products which meet the conditions specified in **sections 12.4(i)** and **12.4(ii)**.

14 Warranties

14.1 Subject to the terms and conditions of this Agreement, we warrant that the Licensed Programs will conform to the description specified in the Documentation provided that the Licensed Programs are properly used in accordance with the Documentation and on the appropriate operating system and provided also that you are in compliance with your responsibilities as set out in our Support Services Policy. Where the Licensed Programs do not so conform and you can identify to us the failure to conform we will at our option replace the Licensed Programs with Licensed Programs that do so conform. The replacement of the Licensed Programs with Licensed Programs which conform to the description specified in the Documentation will be our sole obligation and liability relating to a failure of the Licensed Programs to conform to the description specified in the Documentation notwithstanding any other provision of this Agreement.

14.2 **EXCEPT AS SET FORTH IN SECTION 14.1 ABOVE, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WE SPECIFICALLY DISCLAIM ANY WARRANTY THAT THE FUNCTIONS CONTAINED IN THE LICENSED PRODUCTS WILL MEET YOUR REQUIREMENTS OR WILL OPERATE IN COMBINATIONS OR IN A MANNER SELECTED FOR USE BY YOU, OR THAT THE OPERATION OF THE LICENSED PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.**

14.3 Our warranties in this Agreement are conditional upon:

- (a) you complying with your obligations under this Agreement;
- (b) no alterations being made to the Licensed Products by any person other than us; and
- (c) no incorrect use, abuse or corruption of the Licensed Products by you.

15 Liability and Indemnification

15.1 You acknowledge that in entering into this Agreement you have not relied in any way on our representations, descriptions, illustrations, specifications, skill or judgment except as expressly specified in this Agreement and that you have satisfied yourself as to the condition and suitability of the Licensed Products for your purposes. You acknowledge that the Licensed Products have not been developed to meet your particular requirements.

15.2 **IN NO EVENT SHALL WE BE LIABLE TO YOU FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STATUTE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.**

15.3 **IN NO EVENT SHALL OUR LIABILITY TO YOU UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HERewith EXCEED THE AMOUNT OF THE INITIAL LICENSE FEE PAID BY YOU TO US UNDER THIS AGREEMENT.**

15.4 Prior to making any claim against us for breach of this Agreement, negligence or any other action, you must give us a reasonable opportunity to remedy the defect or breach

the subject of the claim. We will not be liable for any such defect or breach which we have remedied within a reasonable time.

15.5 You will indemnify us and keep us indemnified against all and any demands, claims, actions and proceedings made by any third person in connection with or arising out of:

- (a) your use of the Licensed Programs in combination with other programs, or items or any modification you make to the Licensed Programs, constituting an infringement of that person's intellectual property rights;
- (b) any alleged mis-use by you of the Data;
- (c) any breach by you of a Data Provider License; and
- (d) your continued use of the Licensed Programs in circumstances where you have been requested by us not to use the Licensed Programs due to an intellectual property infringement claim against us and you have been provided with a suitable alternative under **section 15.7**.

15.6 We will indemnify you and keep you indemnified against all and any demands, claims, actions and proceedings ("Claims") made by any third person alleging that the Licensed Programs infringe the intellectual property rights of any third party provided that:

- (a) you must advise us in writing immediately you become aware of any Claims against you that such use infringes the third party's intellectual property rights;
- (b) you give us immediate and complete control of such Claims;
- (c) you give us all reasonable assistance in relation to such Claims; and
- (d) the Claims do not arise as a result of your use of the Licensed Programs or Documentation in conjunction with other programs or items we have not approved.

15.7 In the event that any Licensed Program is held in a suit or proceeding to infringe any intellectual property right of a third party, and the use of such Licensed Program is enjoined, or we reasonably believe that it is likely to be found to infringe or constitute a misappropriation, or likely to be enjoined, then we may, at our sole cost and expense, either (a) procure for you the right to continue using such Licensed Program, (b) modify such Licensed Program so that it becomes non-infringing, without affecting the basic functionality of such Licensed Program, provided, however, that if (a) and (b) are not reasonably practicable, we shall have the right, in our sole discretion, to terminate this Agreement with respect to such Licensed Program. Upon such termination we will refund to you the proportionate amount of the relevant License Fees you have paid to us to use the relevant Licensed Programs referable to the balance of the relevant period.

15.8 We will have no obligation for any claim of infringement arising from: (a) any combination of the Licensed Programs with other programs, data or equipment, where such infringement would not have occurred but for such combination; (b) the adaptation or modification of the Licensed Programs, where such infringement would not have occurred but for such adaptation or modification; (c) the use of the Licensed Programs in an application for which it was not designed or intended, where such infringement would not have occurred but for such use; (d) your continued use of a version of the Licensed Programs other than the most recently released version, where such infringement would not have occurred if such most recently released version had been used; or (e) a claim based on intellectual property rights owned by you or any of your affiliates.

15.9 The above indemnity states our entire liability in respect of the infringement of the intellectual property rights of any third party. This indemnity will not apply to the Data.

16 Termination

16.1 We may immediately terminate this Agreement (or part of it in respect of a particular Licensed Product) by notice in writing to you if:

- (a) you materially breach any term or condition of this Agreement which is capable of remedy and fail to remedy that breach within thirty (30) days of being notified of the breach in writing;
- (b) you materially breach any term or condition of this Agreement which is incapable of remedy;

- (c) you fail to pay any fee payable under this Agreement within thirty (30) days of the due date;
 - (d) our right to distribute any of the Data is terminated for any reason or expires;
 - (e) we decide, for any reason, not to continue distributing any of the Data and give you at least twelve (12) months notice in writing of such discontinuance; or
 - (f) you become insolvent, file or have filed against you a petition under any chapter of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (or any similar petition under any insolvency law of any jurisdiction), propose any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, make an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any of your property or business.
- 16.2 You may terminate this Agreement (or part of it in relation to a particular Licensed Product) by notice in writing to us if:
- (a) we materially breach any term or condition of this Agreement which is capable of remedy and fail to remedy that breach within thirty (30) days of being notified of the breach in writing;
 - (b) we materially breach any term or condition of this Agreement which is incapable of remedy;
 - (c) we become insolvent, file or have filed against us a petition under any chapter of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (or any similar petition under any insolvency law of any jurisdiction), propose any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, make an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to our any of our property or business; or
 - (d) you give us written notice of termination at least thirty (30) days prior to the next Renewal Date, in which case such termination will be effective on the next Renewal Date.
- 16.3 If this Agreement (or part of it in relation to a particular Licensed Product) is terminated, you must immediately stop using the relevant Licensed Products, permanently erase the Licensed Programs, Data and, all related files from your computer and, at your cost, immediately return all copies of the Licensed Products to us and certify to us that you have complied fully with this section. If only part of this Agreement is terminated, this section applies to the Licensed Products subject to such termination.
- 16.4 If this Agreement (or part of it) is terminated by us because our right to distribute the Data is terminated or expires or because we decide, for any reason, not to continue distributing the Data, we will refund to you the proportionate amount of the relevant License Fees you have paid to us to use the relevant Data referable to the balance of the relevant period.
- 16.5 Termination of this Agreement (or part thereof) is without prejudice to any rights which may have accrued prior to termination.

17 Performance

We may perform our obligations under this Agreement through third parties who will perform those obligations on our behalf.

18 Audit

You agree, upon reasonable notice from us, to permit us to enter any of your premises and to allow and assist us to access any of your equipment at any time during your normal business hours (and irrespective of whether we have terminated this Agreement or not), in order to verify that your use and/or possession of the Licensed Products is in accordance with this Agreement. We agree to keep confidential any confidential information obtained by us in the course of such an inspection, save for the purpose of legal proceedings or obtaining legal advice.

19 Data provider terms and conditions

19.1 You agree to comply with the terms and conditions of any Data Provider License. Data Provider Licenses are the specific terms and conditions of a Data Provider relating to the use of that Data Provider's Data. The relevant Data Provider Licenses are set forth on Our Website, form part of this Agreement and are incorporated by reference into this Agreement. You acknowledge that we are entitled to enforce any Data Provider License directly against you.

19.2

You acknowledge that Data Provider Licenses are subject to change from time to time as mandated by Data Providers and that the terms upon which we provide Data which is not the subject of an express Data Provider License may also be changed by Data Providers. We will give you reasonable notice of any such changes on Our Website. If you find such changes unacceptable, you may terminate the relevant Data Provider License and discontinue use of the associated Data. If such termination occurs prior to a Renewal Date, upon your certification that you have deleted and ceased all use of the relevant Data, we will refund to you the proportionate amount of the relevant license fees you have paid to use the relevant Data referable to the balance of the relevant period.

20 Special terms

You agree to comply with any Special Terms. Special Terms are any terms and conditions additional to the terms set out in this document that are specified in the Order Confirmation. The Special Terms (if any) will form part of this Agreement.

21 Conflicting terms

In the event of conflicts arising between the terms of this Agreement and any other terms and conditions mentioned in this Agreement or any Data Provider License, the following ascending order of priority (with (1) having the highest priority and (3) having the least) will prevail:

- (1) Data Provider License;
- (2) Special Terms and conditions;
- (3) The main body of this Agreement, including any terms and conditions located on Our Website;

22 Geographic scope

Use by you of the Licensed Products outside any countries referred to in the Order Confirmation (including in any Special Terms) could breach the terms of applicable Data Provider Licenses and you would not be entitled to technical support services in non-agreed countries.

23 QAS Business Partners

We have agreements with QAS Business Partners. When you order Licensed Products marketed to you by a QAS Business Partner, we license the Licensed Products to you under this Agreement. The QAS Business Partner, rather than QAS, is responsible for offering support services to you unless we agree otherwise. You acknowledge that the terms of this Agreement apply to the Licensed Products so ordered by you from a QAS Business Partner. We are not responsible for:

- (a) the actions, statements or representations of QAS Business Partners;
- (b) any additional obligations they have to you;
- (c) any products or services which they supply to you under their arrangements with you; or
- (d) any failure or breach of agreement by any QAS Business Partner.

24 Assignment

You may not assign, novate, transfer, encumber, mortgage or license all or any part of this Agreement or any of your rights, benefits or obligations under it in any way without our prior written consent, which consent will not be unreasonably withheld in the event of an assignment or transfer of this Agreement in connection with your sale of all or substantially all of the business to which this Agreement relates. We may assign or

novate any of our rights, benefits or obligations under this Agreement to any other person. We will give you written notice of any such assignment or novation.

25 Waiver

Failure or neglect by either party to enforce at any time any of the provisions of this Agreement is not to be construed or deemed to be a waiver of that party's rights under this Agreement.

26 Governing law and jurisdiction

26.1 This Agreement shall be governed under the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded with respect to the Agreement and the relationship between the parties.

26.2 Both parties hereto consent to the exclusive jurisdiction of the state and federal courts of the United States located in Suffolk County, Massachusetts in connection with any controversy arising out of the operation of this Agreement and agree not to bring any action in any other jurisdiction.

27 Confidentiality

27.1 Where any Confidential Information is provided under this Agreement, the recipient agrees that:

- (a) they will not divulge such Confidential Information to any third party without the prior written consent of the disclosing party;
- (b) they will only divulge the Confidential Information to those employees who are directly involved in the purposes for which it was provided;
- (c) they will ensure that such employees are aware of and comply with the terms of this section; and
- (d) they will use such Confidential Information only for the purposes of this Agreement.

27.2 The provisions of **section 27.1** will not apply to:

- (a) Information in the public domain otherwise than by breach of this Agreement
- (b) Information obtained from a third party who is free to divulge that information
- (c) Information demonstrated to be already within the knowledge of the recipient at the time of disclosure

28 Survival of terms

Notwithstanding any other provision in this Agreement, the following sections will expressly survive termination or expiry of this Agreement sections 4 (Ownership), 7.2 (Restrictions on Use), 14.2 (Warranties), 15 (Liability and indemnification), 16 (Termination), 18(Audit), 19 (Data Provider terms and conditions), 21 (Conflicting terms), 23 (QAS Business Partners), 24 (Assignment), 25 (Waiver), 26 (Governing law and jurisdiction), 27 (Confidentiality), 28 (Survival of terms), 29 (Notices), 31 (Interpretation and miscellaneous Terms) and 31 (Definitions).

29 Notices

Any notice to be given under this Agreement is to be delivered by first class mail, postage prepaid, hand delivery or facsimile (such facsimile to be confirmed by letter posted within one business day of the facsimile being sent) to the address of the other party as set out in the Order Confirmation (or such other address as may be notified). Such notice will be deemed to have been given or served upon receipt. If a notice is received by a party after 5pm (that party's time) or on a day when that party is not ordinarily open for business, the notice will be deemed to have been given at 9am on the next day when that party is ordinarily open for business.

30 Interpretation and miscellaneous terms

(a) This Agreement contains the entire understanding between the parties as to the license of the Licensed Products. This Agreement supersedes any terms and conditions in any way related to the Licensed Products set forth in any purchase

order or other document, including any purchase order you may subsequently provide to us. Such other terms and conditions will be null and void.

(b) Every provision of this Agreement is severable from the others and the severance of a provision will not affect any other provision.

(c) A reference to a person includes a reference to a firm, corporation or other corporate body.

(d) A reference to the singular includes the plural and vice versa. A reference to one gender includes a reference to the other genders.

(e) A reference to any Act or regulation including a reference to that Act or regulation as amended, updated or consolidated from time to time and any replacement or substituted Act or regulation.

(f) If any Licensed Product is acquired by or on behalf of a unit or agency of the United States government, the Licensed Product is provided as "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement to the contrary, the government's rights with respect to such Licensed Product are limited by the terms of these License Terms and Conditions, pursuant to FAR § 12.212(d) and/or DFARS § 227.7202-1(a), as applicable.

(g) Neither you nor we (each a "Delayed Party") will be liable for any failure or delay in the Delayed Party's performance under this Agreement due to any cause beyond the Delayed Party's reasonable control, including acts of war, acts of God, earthquake, flood, fire, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of third party power or telecommunications networks.

31 Definitions

"Additional Term" means a twelve (12) month period.

"Agreement" means the terms and conditions of this document, the Order Confirmation, any Data Provider License and any document incorporated by specific reference including any terms and conditions located on Our Website.

"Authorized Use" means the number of Users, Clicks or Servers (as applicable) within your organization which are authorized to use the Licensed Products, such number to be specified in the Order Confirmation.

"Click" means the display of a record or part of a record in response to the entry of a query to the Licensed Products.

"Confidential Information" means any and all information relating to the affairs and/or business of either you or us and/or our respective customers, suppliers, clients or group companies in or on any medium or format, including trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, employee lists, customer lists, prospective customer lists, market opportunities and transactions. Without limiting the foregoing, our Confidential Information includes the Licensed Products.

"Customer Data" means any data or information provided by you in connection with this Agreement, including personal data such as an individual's contact details.

"Data" means the information or data provided as part of or in conjunction with the Licensed Programs, which information or data is ordered by you as specified in the Order Confirmation. The information or data includes any Data Updates.

"Data Provider" means the owner of the Data or the person who has the right to license or provide the Data for use by third parties.

"Data Provider License" means the specific terms and conditions of a Data Provider relating to the use of that Data Provider's Data, as set out on Our Website.

"Data Update" means an update to the Data supplied to you under this Agreement and included in the Initial License Fee and Renewal Fee.

"Documentation" means the user guide, operational manual and any other materials relating to the use or operation of the Licensed Programs as provided to you.

"Effective Date" means the date of commencement of your right to use the Licensed Products, as specified in the Order Confirmation.

"Initial License Fee" means the fee specified as such in the Order Confirmation.

"Initial License Period" means the period specified as such in the Order Confirmation and commencing on the Effective Date.

"Licensed Products" means the Licensed Programs, the Documentation and the Data.

"Licensed Programs" means the object or executable code of the "QuickAddress" computer programs ordered by you and as specified in the Order Confirmation, including any New Release.

"New Release" means any maintenance release relating to the Licensed Programs including error fixes, minor upgrades and patches (but not including New Versions), which we make available to you under this Agreement or otherwise and which are included in the Initial License Fee and Renewal Fee;

"New Version" means a new version (as determined by us) of the Licensed Products (or part thereof) which we make available to you under this Agreement or otherwise but which is not included in the Initial License Fee or Renewal Fee.

"Order Confirmation" means the completed form entitled "Software Order Confirmation".

"Our Website" means www.qas.com/legal or such other URL as notified to you.

"QAS Business Partner" means an organization authorized by us to market certain of the Licensed Products.

"Renewal Date" means the date of expiry of the Initial License Period or of any subsequent Additional Term.

"Renewal Fee" means the fee specified as such in the Order Confirmation (as increased from time to time in accordance with this Agreement).

"Server" means a server version of the Licensed Programs.

"Service Bureau" means a business which processes data for or on behalf of third parties, including through the use of the Internet or other electronic based services.

"Special Terms" means any terms or conditions specified as such in the Order Confirmation.

"Support Services Policy" means our support services policy located on Our Website which sets out the terms and conditions on which we will provide technical support services to you.

"User" means a personal computer, workstation, terminal or peripheral device within your organization which can access either directly or indirectly any of the Licensed Programs or any part of the Data.

"we" or **"us"** or **"our"** means the QAS company specified in the Order Confirmation.

"you" or **"your"** means the customer specified in the Order Confirmation.



QAS Technical Support

QAS Worldwide Support Service Policy

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Change History

Date	Edition
June 2001	2.0
March 2004	3.0
July 2005	4.0

This Policy will be reviewed from time to time.

1. **Purpose**
This Worldwide Support Service Policy ("Policy") should be read in conjunction with the QAS QuickAddress License Terms and Conditions ("The QAS License Terms") entered into between QAS and your organization. This Policy is the Support Service Policy referred to in the QAS License Terms. Its purpose is to describe our duties and responsibilities in providing you with Technical Support for the Licensed Products. It also lays out your duties and responsibilities. Certain of the terms used in this Policy are defined in the QAS License Terms.
This Policy does not apply to the support and maintenance of any bespoke work undertaken by us on your behalf ("Integration Services").
2. **Technical support structure**
Technical support is generally provided by the technical support department within the Country of Operation (ie the country in which the relevant system is located upon which the Licensed Products are installed).
In circumstances where the technical support department within the Country of Operation is unable to deal with the support call (or where there is no technical support department in your Country of Operation), we will, where possible, utilise our global operations to ensure that the support call is forwarded for resolution to the most appropriate technical support team either within or outside the Country of Operation.
In some cases, especially where the Licensed Products are initially purchased by you, in whole or in part, through third party channels ("QAS Business Partners"), Technical Support is provided by the QAS Business Partner. In such cases, your terms for Technical Support are those agreed between you and the QAS Business Partner.
3. **Our obligation to provide technical support**
Under the terms of this Policy and the QAS License Terms:
We will provide technical support as specified in this Policy in response to your reasonable request (in accordance with the criteria below) during the hours of business specified against the Country of Operation in Appendix II. If you require technical support outside those normal hours of business, we are prepared to discuss with you charges and other terms for the provision of this additional technical support.
 - Your request for technical support will be treated as reasonable if:
 - the request is for operational advice by telephone, fax, e-mail, remote access (eg Webex) or the support website for the purpose of resolving your difficulties and queries in using the Licensed Products or relating to a fault which you believe is attributable to the Licensed Products originally supplied by us; and
 - the version of the Licensed Products for which you are requesting support shall not, at the time of your request, have been superseded by more than two New Versions which have been made available to you; and
 - the request conforms with the operating procedures and requirements set out in this Policy as updated from time to time; and
 - no Initial License Fees or Renewal Fees payable by you shall be overdue and unpaid at the time of the request.

We do not provide technical support for the following:

 - The systems (software or hardware) on which the Licensed Products are running.
 - Any other software, hardware or data interacting with the Licensed Products.
 - Any modifications made to the Licensed Products, other than those made by us.

4. Technical Support Calls

4.1 Description

A Technical Support Call is a request logged by you with our technical support department for operational advice for the purpose of resolving your difficulties and queries in using the Licensed Products.

4.2 Procedure

Where possible, all Technical Support Calls are taken through to resolution at the time they are placed. In circumstances where all technical support analysts are busy, Technical Support Calls will be placed in a queue and dealt with by the first available analyst.

Technical Support Call details are entered by us into a HelpDesk system that automatically generates a log number. You should ask for and note the log number for future reference.

4.3 Call Resolution

We will endeavour to resolve Technical Support Calls within 1 working day.

5. Error Correction Calls

5.1 Description

An Error Correction Call is a Call logged by you with our Technical Support Department relating to a fault which you believe is attributable to the Licensed Products originally supplied by us. Support for the purpose of Error Correction can only be provided if you have a support and maintenance agreement with the manufacturer(s) of the hardware and operating system that the Licensed Product is installed onto, and for any software applications that the Licensed Product interacts with.

5.2 Procedure

Error Correction Call details are entered by us into a HelpDesk system that automatically generates a log number. You should ask for and note the log number for future reference. At the same time, we shall prioritise the Error Correction Call with you as explained below.

5.3 Call prioritisation

When logging an Error Correction Call, you must ensure that the Call is prioritized and that the priority is agreed with us at the time of placing the Error Correction Call. Call priorities have the following definitions:

Priority	Priority Description
Priority 1	A problem with the Licensed Product has caused your system to be unavailable to all users and the inability to use that system critically impacts your operations.
Priority 2	A problem with the Licensed Product has caused the Licensed Product to be unavailable to all users or a problem with the Licensed Product has caused a business critical component of your system to be unavailable to all users and the inability to use the Licensed Product or that component critically impacts your operations.
Priority 3	A problem with the Licensed Product has resulted in one particular individual being unable to carry out his or her operations.

5.4 Call resolution

If the Error Correction Call is capable of resolution by telephone, e-mail, fax or remote access (eg Webex), then the solution will be provided as follows:

Priority	Resolution
Priority 1	Within 4 working hours
Priority 2	Within 2 working days
Priority 3	Within 7 working days

If we determine that the Error Correction Call is not capable of resolution as above, we will agree with you a course of action to ensure that the Error Correction Call is resolved as quickly as possible. Possible courses of action include upgrading to a later release or version of the Licensed Product, installing the latest version of applicable data, work arounds or replacement software or media.

5.5 Site visit criteria

Where QAS has a technical support department in your Country of Operation, we will make a site visit within two working days of you requesting one, at no additional charge, if the following criteria are satisfied:

- you notify us that there is a fault with one of the Licensed Products; and
- such fault can reasonably be attributed to such Licensed Products originally supplied by us; and
- telephone, email and remote access support has failed or is unlikely to rectify the fault so notified; and
- it is likely that the fault can be rectified by a site visit.

Where we make a site visit which does not satisfy such criteria or where your acts or omissions have caused any such failure or where such failure is due to third party software, hardware or data not being part of the Licensed Products, we shall have the right to levy a reasonable charge for the site visit, in accordance with our then current daily rates.

5.6 Escalation

When resolution of the Error Correction Call exceeds or is likely to exceed the time scales identified in this section, the Error Correction Call is escalated by us to the appropriate level within QAS. At each stage of the escalation process, you will be kept advised as to progress. Should you wish to escalate an Error Correction Call yourself, you may do so at any time by contacting the Support Services Manager.

6. Your responsibilities

These responsibilities have been listed to help both you and ourselves to progress calls as effectively as possible. You should ensure that:

- The Licensed Product has been installed and configured following the guidelines provided in the relevant Licensed Product documentation.
 - Users are properly trained in the use of the Licensed Product and associated user applications (eg database) together with the operating system being used.
 - A nominated user has been appointed to act as the contact for all communications relating to support between your organization and us.
 - You are safely backing up, and are capable of restoring, configuration files, source code, executables and other variable data. Backups should be made prior to undertaking any changes to the system.
 - For integrated product, you should ensure that source code, development documentation and trained staff are available to you so that you can implement any changes that may be required. Where an accreditation process is available, you should ensure that your integration meets the accreditation criteria.
 - For integrated product, you should ensure that the Licensed Product has been integrated in such a way that its failure does not cause the application it has been integrated into to become inoperative.
 - The latest version of all licensed data supplied by us has been installed and is operational.
 - The version of the Licensed Product which you are using is not more than two versions old.
 - Available New Releases for the Licensed Products have been implemented by you.
 - New Versions and New Releases of the Licensed Products are tested to your satisfaction in a suitable test environment prior to being implemented in your 'live' or 'production' environment.
 - All reasonable instructions provided by us are implemented.
 - Appropriate equipment (such as modem, internet access, communication software and e-mail account) is available for remote access where this facility is requested by us.
 - We have been provided with reasonable notice of any changes to your systems that may affect the provision of these services.
- At the time of placing calls, you should ensure that:**
- Details identified on the support call log form attached as Appendix 1 are available.
 - The Licensed Product installation media are available.
 - All required access, rights and passwords are available and the location of the data and program files is known to the user placing the Technical Support or Error Correction Call.

7. Appendix I - Support Call Log Form

QAS SUPPORT CALL LOG FORM v1.1

Call Log Number _____ *Please request this from the Support Analyst.*

Date of Call _____ Time of Call _____ Call Priority _____

Your Company and Contact Details

Company Name _____ Account Ref _____

Your Name _____

Telephone Number _____ Fax Number _____

Email Address _____

QAS Software Details (Use Help About or your system information screen)

QAS Software _____

Version _____

Installation and latest Data Media Available? _____ PAF Version _____

Is Product Integrated? _____ Integrator _____

Application Integrated into _____

Workstation Details (from your IT department)

Hardware Platform _____ Operating System _____

Additional Information _____

Network/Server Details (from your IT department)

Hardware Platform _____ Operating System _____

Additional Information _____

Underlying Application 1 Details (from your IT department) _____

Support Call Details

*The Underlying Application is the software application the Licensed Product communicates with to exchange QAS data (eg addresses)

8. Appendix II - Support Locations and Hours of Business

All times are local unless otherwise stated. Telephone, fax and email contact details may be found in the manuals or other delivery documentation accompanying the Licensed Products or as advised to you from time to time.

Country of Operation	Support Locations and Hours of Business
Australia and Singapore	Between 08:30 and 18:00 Monday to Friday except public holidays in the State in which the relevant QAS office is located (including the afternoons of the working days preceding Christmas Day and New Years Day). Technical Support is provided from our offices in Sydney, New South Wales and Melbourne, Victoria.
United Kingdom, France and the Netherlands	Between 08:30 and 18:00 Monday to Friday except public holidays in England and Wales, and the afternoons of the working days preceding Christmas Day and New Years Day. Technical Support is provided from our offices in London.
USA and Canada	Technical Support is provided from our offices in Boston, Massachusetts, between 08:30 and 18:00 (Eastern Time) Monday to Friday except State of Massachusetts public holidays. Technical Support is provided from our offices in San Francisco, California, between 08:30 and 18:00 (Pacific Time) Monday to Friday except State of California public holidays.
All Others	Technical Support is provided, in English, from our offices in London during the United Kingdom hours of business.



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Offices in North America, Europe, and Asia Pacific

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www.qas.com



DATA PROVIDER LICENSE

USPS Data

We hold a non-exclusive license from the United States Postal Service (“USPS”) which authorizes us to license the USPS Data. In return for the License Fee(s) which you pay for the Licensed Products, we grant you a personal non-exclusive License to use the USPS Data incorporated within the Licensed Products, and on the following terms and conditions:

Definitions

“USPS Data” covers the constantly updated file of Zip+4 and City State data for the United States of America produced by the USPS and provided to you in our proprietary format. It also includes any accompanying written materials that have been produced by us.

Words and expressions defined in the QuickAddress Worldwide License Terms and Conditions (“the Agreement”) shall bear the same meaning herein and shall be incorporated by reference.

1. Duration

This License commences on the Effective Date, as specified in the Order Confirmation and continues until the Agreement is terminated.

2. Fees

We shall include in our Initial and Annual License Fees to you, an amount for the fees due to USPS for use of the USPS Data. Payment by you of our invoices discharges your liability to USPS for the relevant annual license fees.

The license fee for the USPS Data incorporated within our Initial and Annual License Fees is neither established, controlled or approved by USPS.

3. Ownership of the USPS Data

You own the magnetic or other physical media on which the USPS Data is supplied to you, but USPS retains title and ownership of the USPS Data recorded on the original media and all subsequent copies of the USPS Data, regardless of the form or media in or on which the original and other copies may exist.

This License is not a sale of the original USPS Data or any copy.

The provisions of this clause shall continue to operate after the termination of the Agreement.

4. Trademarks

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