UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE TO

Tender Offer Statement under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934

MapInfo Corporation
(Name of Subject Company (issuer))

Magellan Acquisition Corp.
a wholly-owned subsidiary of

Pitney Bowes Inc.
(Names of Filing Persons (identifying status as offeror, issuer or other person))

Common Stock, $0.002 par value per share	**565105103**
(Title of Class of Securities)	**(CUSIP Number of Class of Securities)**

Michele Coleman Mayes, Esq.
Senior Vice President & General Counsel
Pitney Bowes, Inc., MSC 65-24
One Elmcroft Road
Stamford, CT 06926-0700
Telephone: (203) 351-7924

(Name, address and telephone numbers of person authorized to receive notices and communications on behalf of filing persons)

Copies to:
Ronald R. Papa, Esq.
Proskauer Rose LLP
1585 Broadway
New York, NY 10036-8299
Telephone: (212) 969-3325

Calculation of Filing Fee

Transaction valuation (1)	Amount of filing fee (2)
$440,805,362	$13,533

(1) Estimated for purposes of calculating the filing fee only. The transaction valuation was calculated based on the offer to purchase all of the outstanding shares of common stock of MapInfo Corporation at a purchase price equal to $20.25 per share and 21,768,166 shares issued and outstanding, as represented by MapInfo Corporation.

(2) The amount of filing fee, calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, is calculated by multiplying the transaction value by 0.0000307

¨ Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid:	N/A
Form or Registration No.:	N/A
Filing Party:	N/A
Date Filed:	N/A

¨ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

x third-party tender offer subject to Rule 14d-1.
¨ issuer tender offer subject to Rule 13e-4.
¨ going-private transaction subject to Rule 13e-3.
¨ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: ¨

Items 1 through 9, and Item 11

This Tender Offer Statement on Schedule TO (this "Schedule TO") is filed by Pitney Bowes Inc., a Delaware corporation ("Pitney Bowes") and Magellan Acquisition Corp., a wholly-owned subsidiary of Pitney Bowes (the "Purchaser"). This Schedule TO relates to the offer by the Purchaser to purchase all outstanding shares of common stock, $0.002 par value per share (the "Shares"), of MapInfo Corporation, a Delaware corporation (the "Company"), at a purchase price of $20.25 per Share in cash, without interest thereon, less any required withholding and transfer taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase dated March 22, 2007 (the "Offer to Purchase"), and in the related Letter to Transmittal, copies of which are attached as Exhibits (a)(1)(i) and (a)(1)(ii) (which, together with any amendments or supplements thereto, collectively constitute the "Offer").

The information set forth in the Offer to Purchase and the related Letter of Transmittal is incorporated herein by reference with respect to Items 1 through 9 and 11 of this Schedule TO.

Item 10. Financial Statements

Not applicable.

Item 12. Exhibits

(a)(1)(i)	Offer to Purchase, dated March 22, 2007.**
(a)(1)(ii)	Form of Letter of Transmittal.**
(a)(1)(iii)	Form of Notice of Guaranteed Delivery.**
(a)(1)(iv)	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees.**
(a)(1)(v)	Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.**
(a)(1)(vi)	Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.**
(a)(1)(vii)	Form of Summary Advertisement as published on March 22, 2007 in the Wall Street Journal.*
(a)(2)	Schedule 14 D-9, dated March 22, 2007.**
(a)(5)	Press Release issued by Pitney Bowes on March 15, 2007 (incorporated by reference to form TO-C filed on March 15, 2007).*
(b)	Not applicable.
(c)	Not applicable.
(d)(1)	Agreement and Plan of Merger, dated March 14, 2007, among Pitney Bowes, the Purchaser and the Company.*
(d)(2)	Retention Agreement, dated as of March 14, 2007, between Pitney Bowes and Mark P. Cattini*
(d)(3)	Retention Agreement, dated as of March 14, 2007, between Pitney Bowes and Michael Hickey*
(d)(4)	Retention Agreement, dated as of March 14, 2007, between Pitney Bowes and Daniel T. Gerron*
(d)(5)	Retention Agreement, dated as of March 14, 2007, between Pitney Bowes and James Scott*
(d)(6)	Confidentiality Agreement, dated as of December 19, 2006, by and between Pitney Bowes and the Company*
(e)	Not applicable.
(f)	Not applicable.
(g)	Not applicable.
(h)	Not applicable.

* Filed herewith.
** Filed herewith and included in mailing to stockholders of MapInfo Corporation.

Item 13. Information Required by Schedule 13 E-3

Not applicable.

After due inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: March 22, 2007

MAGELLAN ACQUISITION CORP.

By: /S/ HELEN SHAN
Name: Helen Shan
Title: Vice President and Treasurer

PITNEY BOWES INC.

By: /S/ HELEN SHAN
Name: Helen Shan
Title: Vice President and Treasurer

Table of Contents

Exhibit (a)(1)(i)

Offer to Purchase for Cash

All Outstanding Shares of Common Stock

of

MapInfo Corporation

at

$20.25 Net Per Share

by

Magellan Acquisition Corp.

a wholly-owned subsidiary of

Pitney Bowes Inc.

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON WEDNESDAY, APRIL 18, 2007; UNLESS EXTENDED AS DESCRIBED IN THIS OFFER.

THIS OFFER IS BEING MADE PURSUANT TO AN AGREEMENT AND PLAN OF MERGER (THE "MERGER AGREEMENT") DATED MARCH 14, 2007 AMONG PITNEY BOWES INC. ("PITNEY BOWES"), MAGELLAN ACQUISITION CORP. (THE "PURCHASER") AND MAPINFO CORPORATION (THE "COMPANY"). THE BOARD OF DIRECTORS OF THE COMPANY, BY UNANIMOUS VOTE OF ALL DIRECTORS PRESENT AT A MEETING DULY CALLED AND HELD ON MARCH 14, 2007, HAS, AMONG OTHER THINGS, (I) DETERMINED THAT THE MERGER AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY, INCLUDING THE OFFER AND THE MERGER (EACH AS DEFINED HEREIN), ARE FAIR TO AND IN THE BEST INTERESTS OF THE COMPANY AND THE STOCKHOLDERS OF THE COMPANY, (II) APPROVED AND DECLARED ADVISABLE THE MERGER AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY, AND (III) RECOMMENDED THAT THE STOCKHOLDERS OF THE COMPANY TENDER THEIR SHARES TO THE PURCHASER PURSUANT TO THE OFFER AND, IF REQUIRED BY APPLICABLE LAW, ADOPT THE MERGER AGREEMENT.

THIS OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, (1) THERE BEING VALIDLY TENDERED AND NOT PROPERLY WITHDRAWN BEFORE THE EXPIRATION OF THE OFFER THAT NUMBER OF SHARES OF COMMON STOCK, PAR VALUE $0.002 PER SHARE (TOGETHER, THE "SHARES") OF THE COMPANY, WHICH, TOGETHER WITH ANY SHARES THEN OWNED BY PITNEY BOWES AND ITS SUBSIDIARIES (INCLUDING THE PURCHASER), REPRESENTS AT LEAST A MAJORITY OF THE TOTAL NUMBER OF SHARES THEN OUTSTANDING ON A FULLY DILUTED BASIS, AND (2) ANY WAITING PERIODS, APPROVALS OR CLEARANCES UNDER APPLICABLE ANTITRUST LAWS HAVING EXPIRED, BEEN TERMINATED OR BEEN OBTAINED. THE OFFER IS ALSO SUBJECT TO OTHER CONDITIONS. SEE "INTRODUCTION" AND "THE OFFER—SECTION 16—CONDITIONS OF THE OFFER."

IMPORTANT

Any stockholder of the Company desiring to tender Shares in the Offer should either:

(i) complete and sign the Letter of Transmittal (or a manually signed facsimile thereof) in accordance with the instructions in the Letter of Transmittal, and mail or deliver the Letter of Transmittal (or such facsimile thereof) together with the certificates representing tendered Shares and all other required documents to Mellon Investor Services LLC, the Depositary for the Offer, or tender such Shares pursuant to the procedure for book-entry transfer set forth in "The Offer—Section 4—Procedure for Tendering Shares—Book-Entry Delivery"; or

(ii) request your broker, dealer, bank, trust company or other nominee to effect the transaction for you.

Stockholders whose Shares are registered in the name of a broker, dealer, bank, trust company or other nominee must contact such person if they desire to tender their Shares.

Any stockholder who desires to tender Shares and whose certificates representing such Shares are not immediately available, or who cannot comply with the procedures for book-entry transfer on a timely basis, may tender such Shares pursuant to the guaranteed delivery procedure set forth in "The Offer—Section 4—Procedure for Tendering Shares—Guaranteed Delivery."

Questions and requests for assistance may be directed to the Information Agent at the address and telephone numbers set forth on the back cover of this Offer to Purchase. Additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and other related materials may be obtained from the Information Agent or from brokers, dealers, banks and trust companies.

THIS OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION, AND YOU SHOULD CAREFULLY READ BOTH IN THEIR ENTIRETY BEFORE MAKING A DECISION WITH RESPECT TO THE OFFER.

March 22, 2007

Table of Contents

TABLE OF CONTENTS

		Page
SUMMARY TERM SHEET		1
INTRODUCTION		6
1.	Terms of the Offer.	9
2.	Extension of Tender Period; Termination; Amendment.	9
3.	Acceptance for Payment; and Payment.	10
4.	Procedure for Tendering Shares.	11
5.	Withdrawal Rights.	13
6.	Certain Tax Considerations.	14
7.	Price Range of Shares; Dividends.	15
8.	Possible Effects of the Offer on the Market for the Shares; Stock Quotation; Registration under the Exchange Act; Margin Regulations.	15
9.	Certain Information Concerning the Company.	16
10.	Certain Information Concerning the Purchaser and Pitney Bowes.	17
11.	Source and Amount of Funds	18
12.	Background of the Offer; Past Contacts or Negotiations with the Company.	18
13.	Purpose of the Offer; Plans for the Company; Approval of the Merger; Appraisal Rights	20
14.	The Merger Agreement; Other Arrangements.	22
15.	Dividends and Distributions.	30
16.	Conditions of the Offer.	30
17.	Certain Legal Matters; Regulatory Approvals.	32
18.	Fees and Expenses.	34
19.	Miscellaneous.	35
Annex I - Information Concerning Directors and Executive Officers of Pitney Bowes and the Purchaser		A-1

SUMMARY TERM SHEET

Securities Sought:	All issued and outstanding shares of common stock, par value $0.002 per share, of MapInfo Corporation.
Price Offered Per Share:	$20.25 in cash, without interest, less any required withholding and transfer taxes.
Scheduled Expiration of Offer:	12:00 midnight, New York City time on Wednesday, April 18, 2007, unless extended as anticipated and described herein. See "The Offer—Section 1—Terms of the Offer" and "The Offer—Section 17—Regulatory Approvals."
Purchaser:	Magellan Acquisition Corp., a wholly-owned subsidiary of Pitney Bowes Inc.

The following are some of the questions that you, as a MapInfo stockholder, may have and the answers to those questions. **We urge you to read carefully the remainder of this Offer to Purchase and the Letter of Transmittal because the information in this summary term sheet is not complete. Additional important information is contained in the remainder of this Offer to Purchase and the Letter of Transmittal.**

Who is offering to buy my securities?

Our name is Magellan Acquisition Corp. We are a Delaware corporation formed for the purpose of making this tender offer for all of the shares of MapInfo. We are a wholly-owned subsidiary of Pitney Bowes Inc., a Delaware corporation.

Unless the context indicates otherwise, we will use the terms "us," "we," "our" and the "Purchaser" in this Offer to Purchase to refer to Magellan Acquisition Corp. and "Pitney Bowes" to refer to Pitney Bowes Inc. We will use the term "MapInfo" or the "Company" to refer to MapInfo Corporation. See "Introduction" and "The Offer—Section 10—Certain Information Concerning the Purchaser and Pitney Bowes."

What securities are you offering to purchase?

We are offering to purchase all of the outstanding common stock, par value $0.002 per share, of MapInfo. Unless the context requires otherwise, we refer to each share of MapInfo common stock as a "share" or "Share." See "Introduction."

How much are you offering to pay for my shares and what is the form of payment?

We are offering to pay $20.25 per share in cash, without interest, less any required withholding and transfer taxes. See "Introduction" and "The Offer—Section 1—Terms of the Offer."

Will I have to pay any fees or commissions?

If you are the record owner of your shares and you tender your shares to us in the offer, you will not have to pay brokerage fees or similar expenses. If you own your shares through a broker, dealer, bank, trust company or other nominee, and your nominee tenders your shares on your behalf, your nominee may charge you a fee for doing so. You should consult your broker, dealer, bank, trust company or other nominee to determine whether any charges will apply. See "Introduction."

Do you have the financial resources to pay for the shares?

Yes. We estimate that we will need approximately $455 million (or approximately $485 million on a fully diluted basis) to purchase all of the outstanding shares pursuant to the offer and to pay all related fees and expenses. Pitney Bowes will obtain the funds to consummate the Offer from a combination of cash on hand and its commercial paper program, at prevailing rates. Pitney Bowes's commercial paper is rated Al-P1. At December 31, 2006, Pitney Bowes had cash and cash equivalents and short-term investments of approximately $302 million. Pitney Bowes will contribute or otherwise cause funds to be advanced to enable us to consummate the offer.

We will have sufficient cash on hand at the expiration of the offer to pay the offer consideration for all shares tendered in the offer. The offer is not conditioned upon any financing arrangements. See "The Offer—Section 11—Source and Amount of Funds."

Is your financial condition relevant to my decision to tender in the offer?

We do not think our financial condition is relevant to your decision whether to tender in the offer because:

- the offer is being made for all of the outstanding shares solely for cash;
- the offer is not subject to any financing condition;
- pursuant to the merger agreement, Pitney Bowes, our parent, has agreed that it will make available to us the funds necessary to consummate the offer; and
- if we consummate the offer, we expect to acquire all remaining shares for the same cash price in the subsequent merger.

What are the most significant conditions to the offer?

The offer is conditioned upon, among other things:

- there being validly tendered and not properly withdrawn prior to the expiration of the offer the number of shares of MapInfo, which, together with the shares then owned by Pitney Bowes and its subsidiaries (including Magellan Acquisition Corp.), represents at least a majority of the total number of outstanding shares of MapInfo on a fully diluted basis; and
- any waiting periods, approvals or clearances under applicable antitrust laws having expired, been terminated or been obtained.

The offer is also subject to other conditions. See "The Offer—Section 16—Conditions of the Offer."

Is there an agreement governing the offer?

Yes. MapInfo, Pitney Bowes and Magellan Acquisition Corp. have entered into a merger agreement dated March 14, 2007. The merger agreement provides, among other things, for the terms and conditions of the offer and the merger of Magellan Acquisition Corp. into MapInfo. See "The Offer—Section 14—The Merger Agreement."

What does the Board of Directors of MapInfo think of the offer?

The Board of Directors of MapInfo has, among other things, unanimously:

- determined that the merger agreement and the transactions contemplated thereby, including the offer and the merger, are fair to and in the best interests of the Company and the stockholders of the Company;
- approved and declared advisable the merger agreement and the transactions contemplated thereby; and

- recommended that the stockholders of the Company tender their shares pursuant to the offer and, if required by applicable law, adopt the merger agreement.

See "Introduction."

How long do I have to decide whether to tender in the offer?

You will have at least until 12:00 midnight, New York City time, on Wednesday, April 18, 2007 to tender your shares in the offer. If you cannot deliver everything that is required in order to make a valid tender to Mellon Investor Services LLC, the depositary for the offer, prior to such time, you may be able to use a guaranteed delivery procedure, which is described later in this Offer to Purchase. See "The Offer—Section 4—Procedure for Tendering Shares."

Can the offer be extended and under what circumstances?

Yes. We may extend the period of time for which the offer is open pursuant to, and in accordance with, the terms of the merger agreement or as may be required by applicable law. We may extend the offer beyond the expiration date of Wednesday, April 18, 2007 if any of the conditions specified in "The Offer—Section 16" are not satisfied at the scheduled expiration date but in no event later than September 14, 2007. See "The Offer—Section 17—Certain Legal Matters; Regulatory Approvals."

In addition, we may elect to provide a "subsequent offering period" for the offer, if, as of such date, all of the conditions to our obligations to accept shares for payment are satisfied or waived, but the shares validly tendered and not properly withdrawn pursuant to the offer constitute less than 90% of the then outstanding shares. A subsequent offering period, if included, will be an additional period of time beginning after we have purchased shares tendered during the offer, during which any remaining stockholders may tender, but not withdraw, their shares and receive the offer consideration. We do not currently intend to include a subsequent offering period, although we reserve the right to do so. See "The Offer—Section 1—Terms of the Offer."

How will I be notified if the offer is extended?

If we decide to extend the offer, we will inform Mellon Investor Services LLC, the depositary for the offer, of that fact and will make a public announcement of the extension, no later than 9:00 a.m., New York City time, on the next business day after the date the offer was scheduled to expire. See "The Offer—Section 1—Terms of the Offer."

How do I tender my shares?

To tender your shares, you must deliver the certificate or certificates representing your shares, together with a completed Letter of Transmittal and any other required documents, to Mellon Investor Services LLC, the depositary for the offer, not later than the time the offer expires. If your shares are held in street name by your broker, dealer, bank, trust company or other nominee, such nominee can tender your shares through The Depository Trust Company. If you cannot deliver everything required to make a valid tender to the depositary before the expiration of the offer, you may have a limited amount of additional time by having a financial institution (including most banks, savings and loan associations and brokerage houses) that is a member of a recognized Medallion Program approved by The Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange, Inc. Medallion Signature Program (MSP), guarantee, pursuant to a Notice of Guaranteed Delivery, that the missing items will be received by the depositary within three Nasdaq Stock Market trading days. However, the depositary must receive the missing items within that three trading day period. See "The Offer—Section 4—Procedure for Tendering Shares."

Until what time can I withdraw tendered shares?

You can withdraw tendered shares at any time until the offer has expired. If we decide to provide a subsequent offering period, you may not withdraw shares tendered in the offer during any subsequent offering period, if included. See "The Offer—Section 5—Withdrawal Rights."

How do I withdraw previously tendered shares?

To withdraw shares, you must deliver a written notice of withdrawal, or a facsimile of one, with the required information to Mellon Investor Services LLC while you have the right to withdraw the shares. If you tendered your shares by giving instructions through a broker or nominee, you must instruct your broker, dealer, commercial bank, trust company or other nominee to arrange for the withdrawal of your shares. See "The Offer—Section 5—Withdrawal Rights."

When and how will I be paid for my tendered shares?

Subject to the terms and conditions of the offer, we will pay for all validly tendered and not withdrawn shares promptly after the date of the expiration of the offer.

We will pay for your validly tendered and not withdrawn shares by depositing the purchase price with Mellon Investor Services LLC, which will act as your agent for the purpose of receiving payments from us and transmitting such payments to you. In all cases, payment for tendered shares will be made only after timely receipt by Mellon Investor Services LLC of certificates for such shares (or of a confirmation of a book-entry transfer of such shares as described in "The Offer—Section 4—Book-Entry Delivery"), a properly completed and duly executed Letter of Transmittal (or facsimile thereof) and any other required documents for such shares. See "The Offer—Section 3—Payment."

Will the offer be followed by a merger if all the shares are not tendered in the offer?

Yes, unless the conditions to the merger are not satisfied or waived. If we accept for payment and pay for at least a majority of the outstanding shares on a fully diluted basis, we expect to be merged with and into MapInfo in accordance with the terms of the merger agreement. If that merger takes place, all remaining stockholders (other than us, Pitney Bowes and its subsidiaries and stockholders properly exercising their appraisal rights) will receive the price per share paid in the offer. See "The Offer—Section 13—Purpose of the Offer; Plans for the Company."

If a majority of the shares are tendered and accepted for payment, will MapInfo continue as a public company?

No. Following the purchase of shares in the offer, we expect to consummate the merger and, following the merger, MapInfo no longer will be publicly owned. However, if for some reason the merger does not take place, the number of stockholders of MapInfo and the number of shares of MapInfo which are still in the hands of the public may be so small that the shares may no longer be eligible to be traded on Nasdaq or on any securities exchange and there may no longer be an active public trading market (or, possibly, there may not be any public trading market) for the shares. Also, MapInfo may cease making filings with the Securities and Exchange Commission or otherwise being required to comply with the Securities and Exchange Commission rules relating to publicly held companies. See the "Introduction" and "The Offer—Section 8."

What is the "top-up option" and when will it be exercised?

Under the merger agreement, if we do not acquire at least 90% of the outstanding shares in the offer, we have the option, subject to limitations, to purchase from MapInfo up to a number of additional shares sufficient to cause us to own at least 90% of the shares then outstanding at a price per share equal to the price per share paid in the offer. We refer to this option as the "top-up option." The top-up option cannot be exercised if such exercise would require stockholder approval under applicable law or regulations or if the number of top-up option shares would exceed the number of authorized but unissued and unreserved shares of MapInfo's common stock. If we are able to exercise the top-up option in an amount sufficient to cause us to own at least 90% of the Shares, we will be able to effect a short-form merger under Delaware law, which means that we may effect the merger without any further action by the stockholders of MapInfo.

If I decide not to tender, how will the offer affect my shares?

If the merger described above takes place, stockholders not tendering in the offer will receive the same amount of cash per share that they would have received had they tendered their shares in the offer, without interest, subject to any appraisal rights properly exercised under Delaware law. Therefore, if such merger takes place and you do not exercise appraisal rights, the only difference between tendering and not tendering shares in the offer is that tendering stockholders will be paid earlier. If, however, the merger does not take place and the offer is consummated, the number of stockholders and the number of shares that are still in the hands of the public may be so small that there will no longer be an active or liquid public trading market (or, possibly, any public trading market) for shares held by stockholders, which may affect prices at which shares trade. Also, as described above, MapInfo may cease making filings with the Securities and Exchange Commission or being required to comply with the Securities and Exchange Commission rules relating to publicly held companies. See "The Offer—Section 8—Possible Effects of the Offer on the Market for the Shares."

Are appraisal rights available in either the offer or the merger?

Appraisal rights are not available as a result of the offer. However, if we proceed with the merger, appraisal rights will be available to holders of shares that are not tendered and who do not vote in favor of the merger, subject to and in accordance with Delaware law. A holder of shares must properly perfect its right to seek appraisal under Delaware law in connection with the merger in order to exercise appraisal rights under Delaware law. See Section 13—"Appraisal Rights."

If you successfully complete your offer, what will happen to MapInfo's board of directors?

If we accept shares for payment pursuant to the offer, under the merger agreement Pitney Bowes will become entitled to designate at least a majority of the members of MapInfo's board of directors. In such case, MapInfo has agreed to use its reasonable best efforts to cause our designees to be elected or appointed to its board of directors in such number as is proportionate to Pitney Bowes's or our beneficial share ownership. Therefore, if we accept shares for payment pursuant to our offer, Pitney Bowes will obtain control of the management of MapInfo shortly thereafter.

What is the market value of my shares as of a recent date?

On March 14, 2007, the last full trading day before the announcement of our intention to commence the offer, the last reported sale price of MapInfo common stock reported on Nasdaq was $13.21 per share. We advise you to obtain a recent quotation for your shares prior to deciding whether or not to tender in the offer.

What are the material U.S. federal income tax consequences of participating in the offer?

In general, your sale of shares pursuant to the offer will be a taxable transaction for U.S. federal income tax purposes and may also be a taxable transaction under applicable state, local or foreign income or other tax laws. You should consult your tax advisor about the tax consequences to you of participating in the offer in light of your particular circumstances. See "The Offer—Section 6—Certain U.S. Federal Income Tax Considerations."

Who can I talk to if I have questions about the offer?

You can call Georgeson Inc., the information agent for the offer, at (212) 440-9800 (collect) or (800) 356-1784 (toll-free). See the back cover of this Offer to Purchase.

To the stockholders of MapInfo Corporation:

INTRODUCTION

We, Magellan Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly-owned subsidiary of Pitney Bowes Inc. ("Pitney Bowes"), are offering to purchase all issued and outstanding shares (the "Shares") of common stock, par value $0.002 per share (the "Common Stock"), of MapInfo Corporation, a Delaware corporation (the "Company"), at a purchase price of $20.25 per Share in cash, without interest thereon, less any required withholding and transfer taxes (the "Offer Consideration"), upon the terms and subject to the conditions set forth in this Offer to Purchase and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer").

Stockholders of record who have Shares registered in their own names and tender directly to Mellon Investor Services LLC, the depositary for the Offer (the "Depositary"), will not have to pay brokerage fees or commissions. Stockholders with Shares held in street name by a broker, dealer, bank, trust company or other nominee should consult with their nominee to determine if they charge any transaction fees. However, any tendering stockholder or other payee who fails to complete and sign the Substitute Internal Revenue Service Form W-9 that is included in the Letter of Transmittal claiming an exemption from backup withholding or otherwise establish such an exemption may be subject to backup withholding under the U.S. federal income tax laws. See "The Offer—Section 4—Procedure for Tendering Shares—Backup Withholding." We will pay the charges and expenses of the Depositary and Georgeson Inc. (the "Information Agent") incurred in connection with the Offer. See "The Offer—Section 18—Fees and Expenses."

We are making the Offer pursuant to an Agreement and Plan of Merger (the "Merger Agreement") dated March 14, 2007 among Pitney Bowes, the Purchaser and the Company. The Merger Agreement provides, among other things, that as soon as practicable after the consummation of the Offer and the satisfaction or waiver of certain conditions in the Merger Agreement, we will merge with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and a wholly-owned subsidiary of Pitney Bowes. In the Merger, each issued and outstanding Share (other than the Dissenting Shares (as defined below) and any Shares held by the Company, Pitney Bowes and any of its subsidiaries (including us)) will be converted into the right to receive the price paid in the Offer, without interest. The Merger Agreement is more fully described in Section 14 entitled "The Merger Agreement."

The Board of Directors of the Company (the "Company Board") has unanimously, among other things, (i) determined that the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, to be fair to and in the best interests of the Company and the stockholders of the Company, (ii) approved and declared advisable the Merger Agreement and the transactions contemplated thereby, and (iii) recommended that the Company's stockholders tender their Shares in the Offer and, if required by applicable law, adopt the Merger Agreement.

Jefferies Broadview, a division of Jefferies & Company, Inc. ("Jefferies Broadview"), the financial advisor to the Special Committee of the Company Board (the "Special Committee"), has delivered to the Special Committee and the Company Board its written opinion dated March 14, 2007 to the effect that, as of that date and based upon and subject to the various considerations and assumptions set forth in its opinion, the consideration of $20.25 per share in cash to be received by holders of MapInfo common stock pursuant to the Offer and the Merger, taken together, was fair, from a financial point of view, to those holders, other than Pitney Bowes and its affiliates. The full text of the written opinion of Jefferies Broadview, which sets forth the assumptions made, matters considered and limitations on the scope of review undertaken by Jefferies Broadview in rendering its opinion, is included with the Company's Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9"), which has been filed by the Company with the Securities and Exchange Commission (the "SEC") in connection with the Offer and is being mailed to stockholders of the Company with this Offer to Purchase. We recommend that you read the full text of the opinion carefully.

The Offer is conditioned upon, among other things, (i) there being validly tendered and not properly withdrawn before the expiration of the Offer the number of Shares which, together with the Shares then owned by Pitney Bowes and its subsidiaries (including the Purchaser), represents at least a majority of the total number of Shares outstanding on a fully diluted basis (the "Minimum Condition") and (ii) any waiting periods, approvals or clearances under applicable antitrust laws, including the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), having expired, been terminated or been obtained. The Offer is also subject to other conditions. There is no financing condition to the Offer. See "The Offer—Section 16—Conditions of the Offer."

If by 12:00 midnight, New York City time, on Wednesday, April 18, 2007, (or any later time to which Purchaser, subject to the terms of the Merger Agreement, extends the period of time during which the Offer is open (the "Expiration Date")), any condition to the Offer is not satisfied or waived on any scheduled Expiration Date, the Purchaser will, at the request of the Company, extend the Expiration Date for one or more periods (not in excess of ten business days each), until all of the conditions are satisfied or waived, provided that the Offer will not be extended beyond September 14, 2007. The Purchaser will also extend the offer for any period required by any applicable law, including any rule, regulation, interpretation or position of the Securities and Exchange Commission or the staff thereof. Any extension of the Offer will be followed by a public announcement of such extension no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date. During any such extension, all Shares previously tendered and not properly withdrawn will remain subject to the Offer, subject to the rights of a tendering shareholder to withdraw such shareholder's Shares.

The Company has represented that, as of March 12, 2007, there were (i) 21,768,166 shares of Common Stock issued and outstanding, and (ii) outstanding options to purchase an aggregate of 3,441,410 shares of Common Stock. None of Pitney Bowes or the Purchaser currently beneficially owns any Shares. The actual number of Shares that will satisfy the Minimum Condition will depend on the facts as they exist on the date of purchase. However, based on the foregoing, and assuming that no shares of Common Stock were issued by the Company after March 12, 2007 (including pursuant to stock option exercises), the Minimum Condition will be satisfied if the Purchaser would acquire at least 12,604,789 Shares in the Offer.

Stockholders tendering their Shares according to the guaranteed delivery procedures set forth under "The Offer—Section 4—Guaranteed Delivery" may do so using the Notice of Guaranteed Delivery circulated herewith. As used herein, the term "Notice of Guaranteed Delivery" refers to such document.

If we accept for payment and pay for any Shares pursuant to the Offer, the Merger Agreement provides that Pitney Bowes will be entitled to designate representatives to serve on the Company Board in proportion to our ownership of Shares following such purchase. Pitney Bowes currently intends, as soon as practicable after consummation of the Offer, to exercise this right and to designate Leslie R. Abi-Karam, Murray D. Martin, Michele Coleman Mayes and Steven J. Green, each of whom is an officer of Pitney Bowes and/or the Purchaser, to serve as directors of the Company. For certain information regarding each of these persons, see *Annex I* hereto. The foregoing information and certain other information contained in this Offer to Purchase and the Schedule 14D-9 are being provided in accordance with the requirements of Section 14(f) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 14f-1 thereunder. We expect that such board representation would permit Pitney Bowes to exert substantial influence over the Company's conduct of its business and operations. The Purchaser and Pitney Bowes currently intend, as soon as practicable after consummation of the Offer, to consummate the Merger pursuant to the Merger Agreement. Following the Merger, the directors of the Purchaser will be the directors of the Company.

The consummation of the Merger is subject to a number of conditions, including adoption of the Merger Agreement by the stockholders of the Company, if such adoption is required under applicable law, and the Purchaser's purchase of Shares pursuant to the Offer. Under Section 253(a) of the Delaware General Corporation Law (the "Delaware Law"), if the Purchaser acquires, pursuant to the Offer or otherwise, at least 90% of the outstanding Shares, Pitney Bowes and the Purchaser would be able to effect the Merger without a vote of the

Company's stockholders. If we do not acquire at least 90% of the outstanding Shares, Pitney Bowes and the Purchaser would have to seek adoption of the Merger Agreement and the Merger by the Company's stockholders at a meeting of the Company's stockholders. Adoption of the Merger Agreement and the Merger at such a meeting would require the affirmative vote of holders of a majority of the voting power of all Shares entitled to vote. Thus, if the Minimum Condition and the other conditions to the Offer are satisfied and the Offer is completed, we will own a sufficient number of Shares to ensure that the Merger Agreement will be adopted by the Company's stockholders.

The Company has granted the Purchaser an option (the "90% Top-Up Option") to purchase up to that number of Shares (the "90% Top-Up Option Shares") equal to the number of Shares that, when added to the number of Shares owned by the Purchaser immediately following consummation of the Offer, would constitute one share more than 90% of the Shares then outstanding (after giving effect to the issuance of the 90% Top-Up Option Shares) at a purchase price per 90% Top-Up Option Share equal to the Offer Consideration. Notwithstanding the foregoing, the 90% Top-Up Option would not be exercisable if the aggregate number of Shares issuable upon exercise of the 90% Top-Up Option, would exceed the aggregate number of shares of Common Stock held by the Company and its subsidiaries as treasury shares and the number of authorized Shares not already issued and outstanding or reserved for issuance or if the issuance of Shares pursuant to the 90% Top-Up Option would require approval of the Company's stockholders under applicable law or regulation.

The Company has never paid a quarterly cash dividend on the Common Shares. If we acquire control of the Company, we currently intend that no dividends will be declared on the Shares prior to the acquisition of the entire equity interest in the Company.

This Offer to Purchase and the related Letter of Transmittal contain important information, and you should carefully read both in their entirety before you make a decision with respect to the Offer.

THE OFFER

1. Terms of the Offer.

Upon the terms and subject to the conditions set forth in this Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), we will accept for payment and pay for all Shares that are validly tendered prior to the Expiration Date and not properly withdrawn.

The Offer is conditioned upon, among other things, (1) the Minimum Condition having been satisfied and (2) any waiting periods, approvals or clearances under applicable antitrust laws having expired or been terminated or been obtained. The Offer is also subject to other conditions as described in "The Offer—Section 16—Conditions of the Offer." If any such condition is not satisfied, we: (i) shall not be required to accept for payment or pay for any Shares tendered pursuant to the Offer; (ii) may postpone the acceptance of, or the payment for, any tendered Shares; (iii) may terminate or amend the Offer as to Shares not then paid for, provided that any amendment of the Offer in a manner materially adverse to the holders of Shares would require the Company's prior written consent and (iv) may, and expressly reserve the right to, waive such condition (other than the Minimum Condition) and purchase all Shares validly tendered prior to the Expiration Date and not properly withdrawn. For a description of our right to extend, amend, delay or terminate the Offer, see "The Offer—Section 2—Extension of Tender Period; Termination; Amendment," "The Offer—Section 14—The Merger Agreement" and "The Offer—Section 16—Conditions of the Offer."

The Company has represented that, as of March 12, 2007, there were (i) 21,768,166 Shares issued and outstanding and (ii) outstanding options to purchase an aggregate of 3,441,410 shares of Common Stock. For purposes of the Minimum Condition, the calculation of Shares issued and outstanding on a "fully diluted basis" assumes that all outstanding warrants, options and other obligations of the Company to issue shares of Common Stock at prices equal to or less than the Offer Consideration are presently exercisable in full. The actual number of Shares that will satisfy the Minimum Condition will depend on the facts as they exist on the date of purchase.

Under Rule 14d-11 of the Exchange Act, we may, subject to certain conditions, provide a subsequent offering period from three to 20 business days in length following the expiration of the Offer on the Expiration Date. A subsequent offering period would be an additional period of time, following the expiration of the Offer and the purchase of Shares in the Offer, during which stockholders may tender Shares not tendered in the Offer. A subsequent offering period, if one is included, is not an extension of the Offer, which already will have been completed.

We reserve the right to include a subsequent offering period in the Offer not in excess of ten business days. Pursuant to Rule 14d-7 under the Exchange Act, no withdrawal rights apply to Shares tendered during a subsequent offering period and no withdrawal rights apply during the subsequent offering period with respect to Shares previously tendered in the Offer and accepted for payment. We will pay the same consideration to stockholders tendering Shares in the Offer or in a subsequent offering period, if we include one.

2. Extension of Tender Period; Termination; Amendment.

We reserve the right to extend the Expiration Date, subject to the terms of the Merger Agreement, if at the scheduled Expiration Date any of the conditions to the Offer have not been satisfied or waived. In addition, if the Offer has not been consummated at the Expiration Date due to the failure to satisfy any condition to the Offer, including the expiration, termination or receipt of any waiting period, approval or clearance under any applicable antitrust laws, we will, at the request of the Company, extend that Expiration Date for one or more periods (not in excess of ten business days each), until all of the conditions are satisfied or waived, provided that the Offer will not be extended beyond September 14, 2007. We also have the right to extend the Offer for any period required by applicable law, including any rule, regulation, interpretation or position of the SEC or the SEC Staff or in

connection with an increase in the consideration to be paid pursuant to the Offer so as to comply with applicable rules and regulations of the SEC. Except as described in the next paragraph, we expressly reserve the right in our sole discretion to waive any of the terms or conditions to the Offer, and to provide a subsequent offering period for the Offer in accordance with Rule 14d-11 under the Exchange Act.

We will not, however, without the prior written consent of the Company, (i) change the form of consideration payable in the Offer, decrease the Offer Consideration or decrease the number of Shares sought pursuant to the Offer; (ii) waive the Minimum Condition; (iii) amend the conditions to the Offer or any other material term thereof in any manner adverse to holders of Shares; or (iv) impose any new condition to the Offer.

If we change the percentage of Shares being sought or change the consideration to be paid for Shares pursuant to the Offer and the Offer is scheduled to expire at any time before the expiration of a period of ten business days from, and including, the date that notice of such change is first published, sent or given in the manner specified below, the Offer will be extended until the expiration of such ten-day period. If we make any other material change in the terms of or information concerning the Offer or waive a material condition of the Offer, we will extend the Offer if required by applicable law for a period sufficient to allow you to consider the amended terms of the Offer. In a published release, the SEC has stated its view that an offer must remain open for a minimum period of time following a material change in the terms of such offer and that the waiver of a condition, such as the Minimum Condition, is a material change in the terms of an offer. The release states that an offer should remain open for a minimum of five business days from the date the material change is first published, sent or given to stockholders, and that if material changes are made with respect to information that approaches the significance of price and share levels, a minimum of ten business days may be required to allow adequate dissemination and investor response. “Business day” means any day other than Saturday, Sunday or a federal holiday and consists of the time period from 12:01 a.m. through 12:00 midnight, New York City time.

Any extension, delay, termination, waiver or amendment of the Offer will be followed as promptly as practicable by public announcement, in the case of an extension of the Offer, to be made no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date.

If we extend the time during which the Offer is open, or if we are delayed in our acceptance for payment of or payment for Shares pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer, the Depositary may retain tendered Shares on our behalf and those Shares may not be withdrawn except to the extent tendering stockholders are entitled to withdrawal rights as described herein under “The Offer—Section 5—Withdrawal Rights.” Our ability to delay the payment for Shares that we have accepted for payment is limited by (i) Rule 14e-1(c) under the Exchange Act, which requires that a bidder pay the consideration offered or return the securities deposited by or on behalf of stockholders promptly after the termination or withdrawal of the bidder’s offer and (ii) the terms of the Merger Agreement, which require that we pay for Shares that are validly tendered and not properly withdrawn pursuant to the Offer as soon as practicable after the Expiration Date.

In connection with the Offer, the Company has provided us with mailing labels and security position listings for the purpose of disseminating the Offer to holders of Shares. We will send this Offer to Purchase, the related Letter of Transmittal and other related documents to record holders of Shares and to brokers, dealers, banks, trust companies and other nominees whose names appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency’s security position listing for subsequent transmittal to beneficial owners of Shares.

3. Acceptance for Payment; and Payment.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), we will accept for payment and pay for all Shares that are validly tendered prior to the Expiration Date and not properly withdrawn pursuant to the Offer as soon as we are permitted to do so under applicable law, subject to the satisfaction or waiver of the conditions set forth in

"The Offer—Section 16—Conditions of the Offer." In addition, we reserve the right, subject to the Merger Agreement and compliance with Rule 14e-l(c) under the Exchange Act, to postpone the acceptance for payment or payment for Shares pending receipt of any regulatory or governmental approvals to the Offer as described under the caption "The Offer—Section 17—Regulatory Approvals." If we increase the consideration to be paid for Shares pursuant to the Offer, we will pay such increased consideration for all shares purchased pursuant to the Offer.

We will pay for Shares accepted for payment pursuant to the Offer by depositing the purchase price with the Depositary, which will act as your agent for the purpose of receiving payments from us and transmitting such payments to you. In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) certificates for such Shares (or a confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility (as defined in "The Offer—Section 4—Book-Entry Delivery")), (ii) a properly completed and duly executed Letter of Transmittal (or facsimile thereof) and (iii) any other required documents. For a description of the procedure for tendering Shares pursuant to the Offer, see "The Offer—Section 4 – Procedure for Tendering Shares." Accordingly, payment may be made to tendering stockholders at different times if delivery of the Shares and other required documents occurs at different times. **Under no circumstances will we pay interest on the consideration paid for Shares pursuant to the Offer, regardless of any delay in making such payment.**

For purposes of the Offer, we shall be deemed to have accepted for payment tendered Shares when, as and if we give oral or written notice of our acceptance to the Depositary.

We reserve the right to transfer or assign, in whole or from time to time in part, to one or more of our affiliates the right to purchase Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve us of our obligations under the Offer or prejudice your rights to receive payment for Shares validly tendered and accepted for payment.

If any tendered Shares are not purchased pursuant to the Offer for any reason, or if certificates are submitted for more Shares than are tendered, certificates for such unpurchased or untendered Shares will be returned (or, in the case of Shares tendered by book-entry transfer, such Shares will be credited to an account maintained at the Book-Entry Transfer Facility), without expense to you, promptly following the expiration or termination of the Offer.

4. Procedure for Tendering Shares.

Valid Tender of Shares. To tender Shares pursuant to the Offer, either (i) the Depositary must receive at one of its addresses set forth on the back cover of this Offer to Purchase (a) a properly completed and duly executed Letter of Transmittal (or facsimile thereof) and any other documents required by the Letter of Transmittal and (b) certificates for the Shares to be tendered or delivery of such Shares pursuant to the procedures for book-entry transfer described below (and a confirmation of such delivery including an Agent's Message (as defined below) if the tendering stockholder has not delivered a Letter of Transmittal), in each case by the Expiration Date, or (ii) the guaranteed delivery procedure described below must be complied with.

The method of delivery of Shares and all other required documents, including through the Book-Entry Transfer Facility, is at your option and risk, and delivery will be deemed made only when actually received by the Depositary. If certificates for Shares are sent by mail, we recommend registered mail with return receipt requested, properly insured, in time to be received on or prior to the Expiration Date.

The tender of Shares pursuant to any one of the procedures described above will constitute your acceptance of the Offer, as well as your representation and warranty that (i) you own the Shares being tendered within the meaning of Rule 14e-4 under the Exchange Act, (ii) the tender of such Shares complies with Rule 14e-4 under the Exchange Act and (iii) you have the full power and authority to tender, sell, assign and transfer the Shares

tendered, as specified in the Letter of Transmittal. Our acceptance for payment of Shares tendered by you pursuant to the Offer will constitute a binding agreement between us with respect to such Shares, upon the terms and subject to the conditions of the Offer.

Stockholders tendering their Shares according to the guaranteed delivery procedures set forth under "The Offer—Section 4—Procedure for Tendering Shares—Guaranteed Delivery" may do so using the Notice of Guaranteed Delivery circulated herewith.

Book-Entry Delivery. The Depositary will establish an account with respect to the Shares for purposes of the Offer at The Depository Trust Company (the "Book-Entry Transfer Facility") within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in the system of the Book-Entry Transfer Facility may deliver Shares by causing the Book-Entry Transfer Facility to transfer such Shares into the Depositary's account in accordance with the procedures of the Book-Entry Transfer Facility. However, although delivery of Shares may be effected through book-entry transfer, the Letter of Transmittal (or facsimile thereof) properly completed and duly executed together with any required signature guarantees or an Agent's Message and any other required documents must, in any case, be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase by the Expiration Date, or the guaranteed delivery procedure described below must be complied with. Delivery of the Letter of Transmittal and any other required documents to the Book-Entry Transfer Facility does not constitute delivery to the Depositary. "Agent's Message" means a message, transmitted by the Book-Entry Transfer Facility to, and received by, the Depositary and forming a part of a book-entry confirmation stating that the Book-Entry Transfer Facility has received an express acknowledgment from the participant in the Book-Entry Transfer Facility tendering the Shares that are the subject of such book-entry confirmation that such participant has received, and agrees to be bound by, the terms of the Letter of Transmittal and that the Company may enforce such agreement against such participant.

Signature Guarantees. All signatures on a Letter of Transmittal must be guaranteed by a financial institution (including most banks, savings and loan associations and brokerage houses) that is a member of a recognized Medallion Program approved by The Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange, Inc. Medallion Signature Program (MSP) or any other "eligible guarantor institution" (as such term is defined in Rule 17Ad-15 under the Exchange Act) (each an "Eligible Institution"), unless (i) the Letter of Transmittal is signed by the registered holder of the Shares tendered therewith and such holder has not completed the box entitled "Special Payment Instructions" on the Letter of Transmittal or (ii) such Shares are tendered for the account of an Eligible Institution. See Instructions 1 and 5 of the Letter of Transmittal.

Guaranteed Delivery. If you wish to tender Shares pursuant to the Offer and cannot deliver such Shares and all other required documents to the Depositary by the Expiration Date or cannot complete the procedure for delivery by book-entry transfer on a timely basis, you may nevertheless tender such Shares if all of the following conditions are met:

(i) such tender is made by or through an Eligible Institution;

(ii) a properly completed and duly executed Notice of Guaranteed Delivery in the form provided by the Purchaser is received by the Depositary (as provided below) by the Expiration Date; and

(iii) the certificates for such Shares (or a confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility), together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof) together with any required signature guarantee or an Agent's Message and any other required documents, are received by the Depositary within three Nasdaq Stock Market ("Nasdaq") trading days after the date of execution of the Notice of Guaranteed Delivery.

The Notice of Guaranteed Delivery may be delivered by hand or transmitted by facsimile transmission or mail to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in the Notice of Guaranteed Delivery.

Backup Withholding. Under the U.S. federal income tax laws, backup withholding will apply to any payments made pursuant to the Offer unless you provide the Depositary with your correct taxpayer identification number and certify that you are not subject to such backup withholding by completing the Substitute Internal Revenue Form W-9 included in the Letter of Transmittal claiming an exemption from backup withholding or otherwise establish an exemption. If you are a non resident alien or foreign entity not subject to backup withholding, you must give the Depositary a completed Internal Revenue Service Form W-8BEN Certificate of Foreign Status (or other applicable Internal Revenue Service Form W-8) before receipt of any payment in order to avoid backup withholding.

Appointment of Proxy. By executing a Letter of Transmittal, you irrevocably appoint our designees as your proxies in the manner set forth in the Letter of Transmittal to the full extent of your rights with respect to the Shares tendered and accepted for payment by us (and any and all other Shares or other securities issued or issuable in respect of such Shares on or after March 22, 2007). All such proxies are irrevocable and coupled with an interest in the tendered Shares. Such appointment is effective only upon our acceptance for payment of such Shares. Upon such acceptance for payment, all prior proxies and consents granted by you with respect to such Shares and other securities will, without further action, be revoked, and no subsequent proxies may be given (and, if previously given, will cease to be effective). Our designees will be empowered to exercise all your voting and other rights as they, in their reasonable discretion, may deem proper at any annual, special or adjourned meeting of the Company's stockholders. We reserve the right to require that, in order for Shares to be deemed validly tendered, immediately upon our acceptance for payment of such Shares, we or our designee must be able to exercise full voting rights with respect to such Shares and other securities (including voting at any meeting of stockholders).

The foregoing proxies are effective only upon acceptance for payment of Shares pursuant to the Offer. The Offer does not constitute a solicitation of proxies, absent a purchase of Shares, for any meeting of the Company's stockholders.

Determination of Validity. We will determine, in our reasonable discretion, all questions as to the form of documents and the validity, eligibility (including time of receipt) and acceptance for payment of any tender of Shares, and our determination shall be final and binding. We reserve the absolute right to reject any or all tenders of Shares that we determine not to be in proper form or the acceptance for payment of or payment for which may, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any defect or irregularity in any tender of Shares. None of the Purchaser, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defect or irregularity in tenders or waiver of any such defect or irregularity or incur any liability for failure to give any such notification.

5. Withdrawal Rights.

You may withdraw any tenders of Shares made pursuant to the Offer at any time before the Expiration Date. Thereafter, such tenders are irrevocable, except that they may be withdrawn after May 21, 2007, unless such Shares have been accepted for payment as provided in this Offer to Purchase. If we extend the period of time during which the Offer is open, are delayed in accepting for payment or paying for Shares or are unable to accept for payment or pay for Shares pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer, the Depositary may, on our behalf, retain all Shares tendered, and such Shares may not be withdrawn except as otherwise provided in this Section 5.

For your withdrawal to be effective, a written or facsimile transmission notice of withdrawal with respect to the Shares must be timely received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase, and the notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of Shares, if different from that of the person who tendered such Shares. If the Shares to be withdrawn have been delivered to the Depositary, a signed notice of withdrawal with (except in the case of Shares tendered by an Eligible Institution)

signatures guaranteed by an Eligible Institution must be submitted before the release of such Shares. In addition, such notice must specify, in the case of Shares tendered by delivery of certificates, the name of the registered holder (if different from that of the tendering stockholder) and the serial numbers shown on the particular certificates evidencing the Shares to be withdrawn or, in the case of Shares tendered by book-entry transfer, the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares. Withdrawals may not be rescinded, and Shares withdrawn will thereafter be deemed not validly tendered. However, withdrawn Shares may be retendered by again following one of the procedures described in "The Offer—Section 4—Procedure for Tendering Shares" at any time before the Expiration Date.

If we include a subsequent offering period following the Offer, no withdrawal rights will apply to Shares tendered in such subsequent offering period and no withdrawal rights apply during such subsequent offering period with respect to Shares previously tendered in the Offer and accepted for payment.

We will determine, in our reasonable discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal, and our determination shall be final and binding. None of the Purchaser, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal or waiver of any such defect or irregularity or incur any liability for failure to give any such notification.

6. Certain U.S. Federal Income Tax Considerations.

The U.S. federal income tax discussion set forth below is included for general information only and is based upon present law. Due to the individual nature of tax consequences, we recommend that you consult your tax advisors as to the specific tax consequences to you of the Offer, including the effects of applicable state, local and other tax laws. The following discussion may not apply to certain stockholders. For example, the following discussion may not apply to you if you acquired your Shares pursuant to the exercise of stock options or other compensation arrangements with the Company, you are not a citizen or resident of the United States or you are otherwise subject to special tax treatment under the Internal Revenue Code of 1986, as amended.

Your sale of Shares pursuant to the Offer will be a taxable transaction for U.S. federal income tax purposes and may also be a taxable transaction under applicable state, local and other tax laws. In general, if you tender Shares pursuant to the Offer, you will recognize gain or loss equal to the difference between the tax basis of your Shares and the amount of cash received in exchange therefor. Gain or loss will be determined separately for each block of shares (i.e., shares acquired at the same cost in a single transaction) sold pursuant to the Offer. Such gain or loss will be capital gain or loss if you hold the Shares as capital assets and will be long-term capital gain or loss if your holding period for the Shares is more than one year as of the date of the sale of such Shares.

A stockholder whose Shares are purchased in the Offer may be subject to backup withholding unless certain information is provided to the Depositary or an exemption applies. See "The Offer—Section 4—Procedure for Tendering Shares—Backup Withholding."

7. Price Range of Shares; Dividends.

Price Range of Shares; Dividends.

The Shares are listed and principally traded on Nasdaq under the symbol MAPS. The following table sets forth for the periods indicated the high and low closing sales prices per Share on Nasdaq as reported in published financial sources:

	High	Low
Fiscal year ended September 30, 2004		
First Quarter	10.68	8.27
Second Quarter	15.70	10.06
Third Quarter	13.47	9.06
Fourth Quarter	11.01	8.83
Fiscal year ended September 30, 2005		
First Quarter	12.65	8.93
Second Quarter	13.73	11.25
Third Quarter	13.34	10.46
Fourth Quarter	12.78	9.66
Fiscal year ended September 30, 2006		
First Quarter	14.65	11.54
Second Quarter	15.31	12.22
Third Quarter	14.16	12.32
Fourth Quarter	13.33	10.90
Fiscal year ended September 30, 2007		
First Quarter	13.84	12.28
Second Quarter (through March 20, 2007)	20.05	20.01

If we acquire control of the Company, we currently intend that no dividends will be declared on the Shares prior to the acquisition of the entire equity interest in the Company.

On March 14, 2007, the last full trading day before the announcement of our intention to commence the Offer, the closing sales price of the Shares reported on Nasdaq was $13.21 per Share. **Please obtain a recent quotation for your Shares prior to deciding whether or not to tender.**

8. Possible Effects of the Offer on the Market for the Shares; Stock Quotation; Registration under the Exchange Act; Margin Regulations.

Possible Effects of the Offer on the Market for the Shares. If the Merger is consummated, stockholders not tendering their Shares in the Offer (other than those properly exercising their appraisal rights) will receive cash in an amount equal to the price per Share paid in the Offer. Therefore, if the Merger takes place, the only difference between tendering and not tendering Shares in the Offer is that tendering stockholders will be paid earlier. If, however, the Merger does not take place and the Offer is consummated, the number of stockholders and the number of Shares that are still in the hands of the public may be so small that there will no longer be an active or liquid public trading market (or possibly any public trading market) for Shares held by stockholders other than the Purchaser. We cannot predict whether the reduction in the number of Shares that might otherwise trade publicly would have an adverse or beneficial effect on the market price for, or marketability of, the Shares or whether such reduction would cause future market prices to be greater or less than the price paid in the Offer.

Stock Quotation. Depending upon the number of Shares purchased pursuant to the Offer, the Shares may no longer meet the standards for continued inclusion in Nasdaq. If, as a result of the purchase of Shares pursuant to

the Offer, the Shares no longer meet the criteria for continuing inclusion in Nasdaq, the market for the Shares could be adversely affected. According to Nasdaq's published guidelines, the Shares would not meet the criteria for continued inclusion in Nasdaq if, among other things, the number of publicly held Shares were less than 750,000, the aggregate market value of the publicly held Shares were less than $5,000,000 or there were fewer than two market makers for the Shares. If, as a result of the purchase of the Shares pursuant to the Offer, the Shares no longer meet these standards, the quotations on Nasdaq will be discontinued. In the event the Shares were no longer quoted on Nasdaq, quotations might still be available from other sources. The extent of the public market for the Shares and availability of such quotations would, however, depend upon such factors as the number of holders and/or the aggregate market value of the publicly held Shares at such time, the interest in maintaining a market in the Shares on the part of securities firms, the possible termination of registration of the Shares under the Exchange Act and other factors.

Registration under the Exchange Act. The Shares are currently registered under the Exchange Act. Such registration may be terminated upon application of the Company to the SEC if the Shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of the registration of the Shares under the Exchange Act would substantially reduce the information required to be furnished by the Company to holders of Shares and to the SEC and would make certain of the provisions of the Exchange Act, such as the short-swing profit recovery provisions of Section 16(b), the requirement to furnish a proxy statement pursuant to Section 14(a) in connection with a stockholders' meeting and the related requirement to furnish an annual report to stockholders and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions, no longer applicable to the Shares. Furthermore, "affiliates" of the Company and persons holding "restricted securities" of the Company may be deprived of the ability to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act of 1933. If registration of the Shares under the Exchange Act were terminated, the Shares would no longer be "margin securities" or eligible for listing or Nasdaq reporting. We intend to seek to cause the Company to terminate registration of the Shares under the Exchange Act as soon after consummation of the Offer as the requirements for termination of registration of the Shares are met.

Margin Regulations. The Shares are currently "margin securities" under the regulations of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which has the effect, among other things, of allowing brokers to extend credit on the collateral of such Shares. Depending upon factors similar to those described above regarding listing and market quotations, the Shares might no longer constitute "margin securities" for the purposes of the Federal Reserve Board's margin regulations and, therefore, could no longer be used as collateral for loans made by brokers.

9. Certain Information Concerning the Company.

The information concerning the Company contained in this Offer to Purchase has been taken from or based upon publicly available documents and records on file with the SEC and other public sources and is qualified in its entirety by reference thereto. None of Pitney Bowes, the Purchaser, the Information Agent or the Depositary can take responsibility for the accuracy or completeness of the information contained in such documents and records or for any failure by the Company to disclose events which may have occurred or may affect the significance or accuracy of any such information but which are unknown to Pitney Bowes, the Purchaser, the Information Agent or the Depositary.

General. The Company is a Delaware corporation with its principal executive offices located at One Global View, Troy, New York. The Company's telephone number is (518) 285-6000. The Company is a leading global provider of location intelligence solutions management software.

Additional Information. The Company is subject to the informational requirements of the Exchange Act and in accordance therewith files periodic reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. The Company is required to disclose in such proxy statements

certain information, as of particular dates, concerning the Company's directors and officers, their remuneration, stock options granted to them, the principal holders of the Company's securities and any material interest of such persons in transactions with the Company. Such reports, proxy statements and other information may be inspected at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. Copies of such material can also be obtained at prescribed rates from the Public Reference Section of the SEC at 100 F Street, N.E., Washington, D.C. 20549, or free of charge at the website maintained by the SEC at http://www.sec.gov.

10. Certain Information Concerning the Purchaser and Pitney Bowes.

We are a Delaware corporation incorporated on March 13, 2007, with principal executive offices at One Elmcroft Road, Stamford, CT 06926-0700. The telephone number of our principal executive offices is (203) 356-5000. To date, we have engaged in no activities other than those incident to our formation and the commencement of the Offer. We are a wholly-owned subsidiary of Pitney Bowes.

Pitney Bowes was incorporated in the State of Delaware on April 23, 1920 as the Pitney Bowes Postage Meter Company. Its principal executive offices are located at One Elmcroft Road, Stamford, CT 06926-0700. The telephone number of Pitney Bowes's principal executive offices is (203) 356-5000.

Today, Pitney Bowes is the largest provider of mail processing equipment and integrated mail solutions in the world. Through its subsidiaries, Pitney Bowes offers a full suite of equipment, supplies, software and services for end-to-end mailstream solutions which enable its customers to optimize the flow of physical and electronic mail, documents and packages across their operations. Pitney Bowes serves over 2 million businesses of all sizes in more than 130 countries through dealer and direct operations.

The name, business address, current principal occupation or employment, five year material employment history and citizenship of each director and executive officer of Pitney Bowes and the Purchaser and certain other information are set forth on *Annex I* hereto.

Except as set forth elsewhere in this Offer to Purchase or *Annex I* to this Offer to Purchase: (i) none of Pitney Bowes, the Purchaser and, to Pitney Bowes's and the Purchaser's knowledge, the persons listed in *Annex I* hereto or any associate or majority owned subsidiary of Pitney Bowes, the Purchaser or of any of the persons so listed, beneficially owns or has a right to acquire any Shares or any other equity securities of the Company; (ii) none of Pitney Bowes, the Purchaser and, to Pitney Bowes's and the Purchaser's knowledge, the persons or entities referred to in clause (i) above has effected any transaction in the Shares or any other equity securities of the Company during the past 60 days; (iii) none of Pitney Bowes, the Purchaser and, to Pitney Bowes's and the Purchaser's knowledge, the persons listed in *Annex I* to this Offer to Purchase, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of the Company (including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or the voting of any such securities, joint ventures, loan or option arrangements, puts or calls, guaranties of loans, guaranties against loss or the giving or withholding of proxies, consents or authorizations); (iv) during the two years before the date of this Offer to Purchase, there have been no transactions between Pitney Bowes, the Purchaser, their subsidiaries or, to Pitney Bowes's and the Purchaser's knowledge, any of the persons listed in *Annex I* to this Offer to Purchase, on the one hand, and the Company or any of its executive officers, directors or affiliates, on the other hand, that would require reporting under SEC rules and regulations; and (v) during the two years before the date of this Offer to Purchase, there have been no contracts, negotiations or transactions between Pitney Bowes, the Purchaser, their subsidiaries or, to Pitney Bowes's and the Purchaser's knowledge, any of the persons listed in *Annex I* to this Offer to Purchase, on the one hand, and the Company or any of its subsidiaries or affiliates, on the other hand, concerning a merger, consolidation or acquisition, a tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets.

Additional Information. Pitney Bowes is subject to the informational requirements of the Exchange Act and in accordance therewith files periodic reports, proxy statements and other information with the SEC relating to its

business, financial condition and other matters. Pitney Bowes is required to disclose in such proxy statements certain information, as of particular dates, concerning its directors and officers, their remuneration, stock options granted to them, the principal holders of its securities and any material interests of such persons in transactions with Pitney Bowes. Such reports, proxy statements and other information are available for inspection and copying at the offices of the SEC in the same manner as set forth with respect to the Company in "The Offer—Section 9—Certain Information Concerning the Company."

11. Source and Amount of Funds.

We estimate that we will need approximately $455 million (or approximately $485 million on a fully diluted basis) to purchase all of the outstanding shares pursuant to the Offer and to pay all related fees and expenses. Pitney Bowes will obtain the funds to consummate the Offer from a combination of cash on hand and its commercial paper program, at prevailing rates. Pitney Bowes's commercial paper is rated Al-P1. At December 31, 2006, Pitney Bowes had cash and cash equivalents and short-term investments of approximately $302 million. Pitney Bowes will contribute or otherwise cause funds to be advanced to enable us to consummate the Offer. We expect to have sufficient cash on hand at the expiration of the Offer to pay the Offer Consideration for all Shares in the Offer. The Offer is not conditioned upon any financing arrangements.

12. Background of the Offer; Past Contacts or Negotiations with the Company.

The information set forth below regarding the Company was prepared jointly by the Company, the Purchaser and Pitney Bowes.

Background to the Offer.

As part of the continuous evaluation of its businesses and plans, Pitney Bowes regularly considers a variety of strategic options and transactions.

On November 8, 2006, at the request of Pitney Bowes, JPMorgan, the financial advisor retained by Pitney Bowes contacted management of the Company to inquire about interest in a meeting to discuss a possible transaction.

On November 28, 2006, management of the Company informed JPMorgan that the Company's board of directors had established a special committee of independent directors to explore, with the assistance of a financial advisor, the Company's strategic alternatives, including a possible sale.

On December 11, 2006, JPMorgan contacted Jefferies Broadview, the financial advisor retained by the special committee, on behalf of Pitney Bowes to discuss the possibility of a transaction with the Company.

On December 19, 2006, Pitney Bowes and the Company entered into a confidentiality agreement to facilitate the sharing of information with respect to a potential sale of the Company.

On January 4, 2007, Pitney Bowes and JPMorgan received materials from Jefferies Broadview describing the Company.

On January 12, 2007, representatives of Pitney Bowes and JPMorgan met with management of the Company, and Jefferies Broadview, in Troy, NY, to discuss the Company and a potential acquisition by Pitney Bowes.

On January 19, 2007, Pitney Bowes and JPMorgan received further financial information from Jefferies Broadview relating to the Company.

On January 25, 2007, Pitney Bowes and JPMorgan received information from Jefferies Broadview outlining the process for submitting initial bids to acquire the Company by the close of business on February 5, 2007.

On February 5, 2007, Pitney Bowes submitted to Jefferies Broadview a non-binding preliminary indication of interest in acquiring the Company, subject to appropriate further due diligence. The indication of interest stated that Pitney Bowes valued the Company in the range of $16.50 to $18.00 per share. The indication of interest was contingent upon further due diligence, negotiation of mutually acceptable employment agreements with key management and board approval.

On February 7, 2007, JPMorgan received a call from Jefferies Broadview inviting Pitney Bowes to a second round of the auction process, including further due diligence. On that evening, an online data room containing due diligence materials relating to the Company was made available to Pitney Bowes and its financial and legal advisors.

On February 15, 2007, representatives of Pitney Bowes and JPMorgan met with the Company's management team and Jefferies Broadview in Troy, NY for a presentation of the Company. On the same day Leslie R. Abi-Karam, Executive Vice President and President of Document Messaging Technologies at Pitney Bowes, met with Mark Cattini to discuss management retention agreements.

On February 17, 2007, Jefferies Broadview sent JPMorgan a letter providing instructions for submitting final bids by 12:00 pm on March 5, 2007. Jefferies Broadview also provided a draft of a merger agreement calling for the acquisition of the Company in a one-step merger and disclosure schedules to the merger agreements, to be marked up and submitted by each of the bidders.

Between February 17, 2007, and March 5, 2007, Pitney Bowes, and its legal and financial advisors, conducted further due diligence with respect to a potential acquisition of the Company.

On February 23, 2007, Leslie R. Abi-Karam and David Kleinman, Vice President, Corporate Development, of Pitney Bowes met with the Company's CEO, Mark P. Cattini, to discuss strategy and post-closing integration, including management retention plans.

On March 1, 2007, Leslie R. Abi-Karam and David Kleinman held a call with Mark P. Cattini to discuss retention issues, including change-in-control arrangements between the Company and members of its management, and the proposed treatment of such arrangements by Pitney Bowes.

On March 2, 2007, Pitney Bowes submitted a mark-up of the proposed merger agreement in anticipation of receiving feedback in advance of the second round bid due date.

On March 5, 2007, Pitney Bowes submitted to Jefferies Broadview a proposal to acquire the Company for a price of $19.12 per share. The proposal was subject to internal Pitney Bowes approvals, signing of retention agreements with key Company employees, and other conditions set forth in the merger agreement. The proposal excluded the condition of further diligence as requested in the February 5, 2007 proposal.

Between March 5, 2007, and March 14, 2007, Pitney Bowes and the Company, and their respective legal and financial advisors, continued discussions regarding an acquisition of the Company, including discussions on the proposed merger agreement and retention agreements with key employees of the Company between Proskauer Rose LLP ("Proskauer"), Pitney Bowes's legal advisor, and WilmerHale, the Special Committee's legal advisor.

On March 7, 2007, Pitney Bowes submitted to Jefferies Broadview a proposal to acquire the Company at a price of $19.75 per share. In addition to customary conditions, this proposal was still subject to Pitney Bowes's internal approvals, signing of retention agreements with key employees of the Company, and other conditions set forth in the draft merger agreement.

As a result of continued discussions, on March 9, 2007, Pitney Bowes submitted to Jefferies Broadview a proposal to acquire the Company at a price of $20.25 per share. This proposal contained an exclusivity provision and removed the Pitney Bowes Board approval requirement. The same day, both parties entered into an exclusivity agreement regarding negotiations to acquire the Company.

Between March 9, 2007 and March 14, 2007, Leslie R. Abi-Karam and David Kleinman held several calls with Mark P. Cattini to discuss management retention and to negotiate the final terms of the retention agreements.

On March 12, 2007, WilmerHale delivered a revised draft of the merger agreement to Proskauer that amended the structure of the acquisition transaction from a one-step merger to a two-step tender offer/merger.

On March 13, 2007, Proskauer delivered comments on the revised draft of the merger agreement to WilmerHale. WilmerHale provided Proskauer with additional comments on the merger agreement on the same day.

On March 14, 2007, following further negotiations between Pitney Bowes and the Company, including their financial and legal advisors, Pitney Bowes and the Company signed the definitive merger agreement (whereby Pitney Bowes agreed, subject to customary closing conditions, to make a tender offer within seven business days to purchase all outstanding shares of the Company's Common Stock at a price of $20.25 per share) and Pitney Bowes and the other signatories to the retention agreements executed such agreements. See "The Offer—Section 14—The Merger Agreement; Other Arrangements."

On March 15, 2007, Pitney Bowes and the Company issued a press release announcing Pitney Bowes's proposed acquisition of the Company and that the parties had entered into a definitive Merger Agreement.

13. Purpose of the Offer; Plans for the Company; Approval of the Merger; Appraisal Rights

Purpose of the Offer; Plans for the Company. The purpose of the Offer is to acquire control of, and the entire equity interest in, the Company. Pursuant to the Merger Agreement, Pitney Bowes is entitled as soon as practicable after consummation of the Offer, to seek representation on the Company Board proportionate to the Purchaser's ownership of Shares and to seek to have the Company consummate the Merger pursuant to the Merger Agreement. Pursuant to the Merger, the outstanding Shares not owned by Pitney Bowes, the Company or their respective subsidiaries (including the Purchaser), excluding the Dissenting Shares, will be converted into the right to receive cash in an amount equal to the price per Share paid pursuant to the Offer, without interest.

If we accept for payment and pay for any Shares pursuant to the Offer, the Merger Agreement provides that Pitney Bowes will be entitled to designate representatives to serve on the Company Board in proportion to our ownership of Shares following such purchase. Pitney Bowes currently intends, promptly after consummation of the Offer, to exercise this right and to designate Leslie R. Abi-Karam, Murray D. Martin, Michele Coleman Mayes and Steven J. Green, each of whom is an officer of Pitney Bowes and/or the Purchaser, to serve as directors of the Company. For certain information regarding each of these persons, see *Annex I* hereto. The foregoing information and certain other information contained in this Offer to Purchase and the Schedule 14D-9 being mailed to stockholders herewith are being provided in accordance with the requirements of Section 14(f) of the Exchange Act and Rule 14f-1 thereunder. We expect that such representation would permit Pitney Bowes to exert substantial influence over the Company's conduct of its business and operations. In addition, if we accept for payment and pay for at least a majority of the then outstanding Shares, we are expected to be merged with and into the Company. Pitney Bowes and the Purchaser currently intend, as soon as practicable after consummation of the Offer, and the satisfaction or waiver of certain conditions in the Merger Agreement, to consummate the Merger pursuant to the Merger Agreement. Following the Merger, the director of the Purchaser will be the director of the Company. See "The Offer—Section 14—The Merger Agreement."

In connection with Pitney Bowes's consideration of the Offer, Pitney Bowes has developed a plan, on the basis of available information, for the combination of the business of the Company with that of Pitney Bowes. Pitney Bowes plans to integrate the Company's business into Pitney Bowes and ensure both customer continuity and support. Pitney Bowes will continue the Company's focus on product development, and the combined business should benefit from the substantial scale of Pitney Bowes's existing infrastructure. In addition, the Company's existing sales activities will be augmented by the sales resources of Pitney Bowes. Pitney Bowes will continue to evaluate and refine the plan and may make changes to it as additional information is obtained.

Except as described above or elsewhere in this Offer to Purchase, Pitney Bowes and the Purchaser have no present plans or proposals that would relate to or result in (i) an extraordinary corporate transaction, such as a merger, reorganization, or liquidation, involving the Company or any of its subsidiaries, (ii) a sale or transfer of a material amount of assets of the Company or any of its subsidiaries, (iii) any change in the location of the Company's principal place of business, its principal executive office, or a material portion of its business activities, (iv) any change in the present management of the Company or policies of employment, (v) any material change in the Company's capitalization or dividend policy or indebtedness, (vi) any other material

change in the Company's corporate structure or business, (vii) any material changes in the Company's present charitable or community contributions or related policies, programs, or practices, or (viii) any material changes in the Company's present relationship with its suppliers, customers, or the communities in which it operates.

Approval of the Merger. Under the Delaware Law, the approval of the Company Board is and the affirmative vote of the holders of a majority of the Shares entitled to vote may be required to approve and adopt the Merger Agreement and the transactions contemplated thereby including the Merger following consummation of the Offer. The Company Board has unanimously approved and adopted the Merger Agreement and the transactions contemplated thereby and, unless the Merger is consummated pursuant to the "short-form" merger provisions under the Delaware Law described below, the only remaining required corporate action of the Company is the adoption of the Merger Agreement by the affirmative vote of the holders of a majority of the Shares. If stockholder approval for the Merger is required, Pitney Bowes intends to cause the Company Board to set the record date for the stockholder approval for a date as soon as practicable after the consummation of the Offer. Accordingly, if the Minimum Condition is satisfied, we believe the Purchaser will have sufficient voting power to cause the approval and adoption of the Merger Agreement and the transactions contemplated thereby without the affirmative vote of any other stockholders.

Appraisal Rights. No appraisal rights are available in connection with the Offer. However, if the Merger is consummated, stockholders will have certain rights under Section 262 of the Delaware Law to demand appraisal of, and to receive payment in cash of the fair value of, their Shares (the "Dissenting Shares"). Such appraisal rights, if the statutory procedures are met, could lead to a judicial determination of the fair value of the Dissenting Shares, as of the day of the Merger (excluding any element of value arising from the accomplishment or expectation of the Merger), required to be paid in cash to such dissenting holders for their Dissenting Shares. In addition, such dissenting stockholders would be entitled to receive payment of a fair rate of interest from the date of consummation of the Merger on the amount determined to be the fair value of their Dissenting Shares. In determining the fair value of the Dissenting Shares, the court is required to take into account all relevant factors. Accordingly, such determination could be based upon considerations other than, or in addition to, the market value of the Dissenting Shares, including, among other things, asset values and earning capacity. In *Weinberger v. UOP, Inc.*, the Delaware Supreme Court stated, among other things, that "proof of value by any techniques or methods which are generally considered acceptable in the financial community and otherwise admissible in court" should be considered in an appraisal proceeding. Therefore, the value so determined in any appraisal proceeding could be the same as, or more or less than, the purchase price per Share in the Offer or the Merger Consideration (as defined below).

In addition, several decisions by Delaware courts have held that, in certain circumstances, a controlling stockholder of a company involved in a merger has a fiduciary duty to other stockholders which requires that the Merger be fair to such other stockholders. In determining whether a merger is fair to minority stockholders, Delaware courts have considered, among other things, the type and amount of consideration to be received by the stockholders and whether there was fair dealing among the parties. The Delaware Supreme Court stated in *Weinberger* and *Rabkin v. Philip A. Hunt Chemical Corp.* that the remedy ordinarily available to minority stockholders in a cash-out merger is the right to appraisal described above. However, a damages remedy or injunctive relief may be available if a merger is found to be the product of procedural unfairness, including fraud, misrepresentation or other misconduct.

If any holder of Shares who demands appraisal under Section 262 of the Delaware Law fails to perfect, or effectively withdraws or loses his rights to appraisal as provided in the Delaware Law, the Shares of such stockholder will be converted into the right to receive the price per Share paid in the Offer. A stockholder may withdraw his demand for appraisal by delivering to us a written withdrawal of his demand for appraisal and acceptance of the Merger.

The foregoing discussion is not a complete statement of law pertaining to appraisal rights under Delaware Law and is qualified in its entirety by reference to Delaware Law.

14. The Merger Agreement; Other Arrangements.

The Merger Agreement

The following summary of certain provisions of the Merger Agreement is qualified in its entirety by reference to the complete text of the Merger Agreement, a copy of which has been filed as an exhibit to the Tender Offer Statement on Schedule TO filed with the SEC on March , 2007 and is incorporated herein by reference. The following summary may not contain all of the information important to you. Capitalized terms used in the following summary and not otherwise defined in this Offer to Purchase have the meanings set forth in the Merger Agreement.

Explanatory Note Regarding Summary of Merger Agreement and Representations and Warranties in the Merger Agreement. The summary of the terms of the Merger Agreement is intended to provide information about the terms of the Merger. The terms and information in the Merger Agreement should not be relied on as disclosures about Pitney Bowes or MapInfo without consideration to the entirety of public disclosure by Pitney Bowes or the Company as set forth in all of their respective public reports with the SEC. The terms of the Merger Agreement (such as the representations and warranties) govern the contractual rights and relationships, and allocate risks, between the parties in relation to the Merger. In particular, the representations and warranties made by the parties to each other in the Merger Agreement have been negotiated between the parties with the principal purpose of setting forth their respective rights with respect to their obligation to close the Merger should events or circumstances change or be different from those stated in the representations and warranties. Matters may change from the state of affairs contemplated by the representations and warranties. Pitney Bowes or the Company will provide additional disclosure in their public reports to the extent that they are aware of the existence of any material facts that are required to be disclosed under federal securities law and that might otherwise contradict the terms and information contained in the Merger Agreement and will update such disclosure as required by federal securities laws.

The Offer. The Merger Agreement provides that the Offer will be conducted on the terms and subject to the conditions described in "The Offer—Section 1—Terms of the Offer" and "The Offer—Section 16—Conditions of the Offer."

Merger. The Merger Agreement provides that following the satisfaction or waiver of the conditions described below under "Conditions to the Merger" and provided that the Merger Agreement has not been terminated, the Purchaser will be merged with and into the Company, and the Company will continue as the surviving corporation (the "Surviving Corporation") and a wholly-owned subsidiary of Pitney Bowes.

At the Effective Time, each Share issued and outstanding immediately prior thereto (other than Shares owned by the Company or any of its subsidiaries or by Pitney Bowes or any of its subsidiaries (including the Purchaser), all of which will be cancelled, and Shares held by stockholders who properly exercise their appraisal rights under Delaware Law) will, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive a cash payment of $20.25 per share before deduction of any applicable withholding and transfer taxes without any interest thereon, payable in cash to the holder thereof. Each share of common stock of Purchaser issued and outstanding immediately prior to the Effective Time will automatically be converted at the Effective Time into one fully paid and nonassessable share of common stock of the Surviving Corporation.

Treatment of Stock Options in the Merger.

The Merger Agreement provides that the Company will, immediately prior to the Effective Time, take such action as is required to accelerate the vesting of any unvested options to purchase the Company's Common Stock granted under any equity-related plans of the Company and to cancel all such stock options outstanding. Each holder of a stock option of the Company shall receive from Pitney Bowes, in consideration of each stock option so cancelled, as soon as practicable following the Effective Time, an amount (net of applicable taxes) equal to the

product of (i) the excess, if any, of (A) the $20.25 in cash per share of Common Stock (or any such higher price per share of Common Stock paid pursuant to the Offer) without any interest thereon (the "Merger Consideration") over (B) the exercise price per share of Common Stock subject to such stock option, multiplied by (ii) the total number of shares of Common Stock subject to such stock option (whether or not then vested or exercisable), without any interest thereon. In the event that the exercise price of any stock option of the Company is equal to or greater than the Merger Consideration, such stock option shall be cancelled and have no further force or effect.

Pursuant to the Merger Agreement, as soon as practicable following the execution of the Merger Agreement, the Company shall mail to each person who is a holder of stock options of the Company a letter describing the treatment of and payment for such stock options and providing instructions for use in obtaining payment for such stock options. Pitney Bowes shall at all times from and after the Effective Time maintain sufficient liquid funds to satisfy its obligations to holders of stock options of the Company.

Treatment of the ESPP in the Merger.

The Merger Agreement provides that the Company and the Company Board shall take all steps necessary to effectuate the exercise of all outstanding options granted pursuant to the 1993 Employee Stock Purchase Plan, as amended (the "Company ESPP"), pursuant to the terms thereof prior to the closing and to terminate the Company ESPP as of or prior to the Effective Time. In addition, no later than five days prior to the closing, the Company shall provide notice to Pitney Bowes of the number of shares of Company Common Stock purchased upon exercise of such options in accordance with the Company ESPP and the Merger Agreement.

Board of Directors. The Merger Agreement provides that upon acceptance for payment of, and payment by the Purchaser for, any Shares in accordance with the Offer, the Purchaser will be entitled to designate such number of members of the Company Board, rounded up to the nearest whole number, as will give the Purchaser representation on the Company Board equal to the product of (i) the total number of members on the Company Board (giving effect to the directors elected pursuant to this paragraph) and (ii) the percentage that the number of Shares beneficially owned by Pitney Bowes or the Purchaser bears to the total number of Shares outstanding, and the Company will, upon the request by the Purchaser, use its reasonable best efforts promptly either to increase the size of the Company Board or to secure the resignations of the number of directors as is necessary to enable the Purchaser's designees to be elected to the Company Board and will cause the Purchaser's designees to be so elected. In addition, the parties have agreed to use reasonable best efforts to ensure that at least two of the members of the Company Board, at all times prior to the Effective Time, who were directors of the Company on the date of the Merger Agreement will be directors of the Company (the "Independent Directors"). From and after the time that the Purchaser's designees constitute a majority of the Company Board and prior to the Effective Time, (i) any amendment or termination of the Merger Agreement by the Company, (ii) any extension of time for the performance of any of the obligations of Pitney Bowes or the Purchaser under the Merger Agreement, and (iii) any exercise or waiver of any of the Company's obligations under the Merger Agreement will require the approval of a majority of the Independent Directors, except to the extent that applicable law requires that such action be acted upon by the full Company Board, in which case the action will require the approval of both a majority of the full Company Board and a majority of the Independent Directors.

The Merger Agreement further provides that the directors of the Purchaser immediately prior to the Effective Time of the Merger will be the initial directors of the Surviving Corporation.

Vote Required to Adopt Merger. Delaware Law requires, among other things, that any plan of merger or consolidation of the Company must be, if the "short-form" merger procedure described below is not available, approved by the Company Board and approved and adopted by the affirmative vote of holders of a majority of the voting power of all Shares entitled to vote. The Company Board has approved the Merger Agreement, and the transactions contemplated thereby, including the Offer and the Merger; consequently, the only additional action of the Company that may be necessary to effect the Merger is approval and adoption of the Merger Agreement by

the Company's stockholders, as required if such "short-form" merger procedure is not available. Under the Delaware Law, if stockholder adoption of the Merger Agreement is required in order to consummate the Merger, the vote required is the affirmative vote of the holders of a majority of the then outstanding Shares entitled to vote. If the Purchaser acquires, through the Offer or otherwise, voting power with respect to a majority of the then outstanding Shares (which would be the case if the Minimum Condition were satisfied and the Purchaser were to accept for payment Shares tendered pursuant to the Offer), it would have sufficient voting power to effect the Merger without the affirmative vote of any other stockholder of the Company.

Delaware Law also provides that if a parent company owns at least 90% of the outstanding shares of each class of stock of a subsidiary, the parent company and that subsidiary may merge without a vote of the stockholders of the subsidiary through a so-called "short form" merger. Accordingly, if, as a result of the Offer or otherwise, the Purchaser owns at least 90% of the outstanding Shares, the Purchaser could, and intends to, effect the Merger without prior notice to, or any action by, any other stockholder of the Company. Pursuant to the Merger Agreement, the Company granted the Purchaser the 90% Top-Up Option, which subject to the limitations described herein, permits but does not require the Purchaser to purchase, at a price per Share equal to the price per Share paid in the Offer, a number of Shares that, when added to the number of Shares directly or indirectly owned by the Purchaser at the time of exercise of the 90% Top-Up Option would constitute at least one share more than 90% of the Shares then outstanding.

Conditions to the Merger. The Merger Agreement provides that the respective obligations of each party to effect the Merger is subject to the satisfaction or waiver of the following conditions: (a) Pitney Bowes or the Purchaser shall have accepted for payment and paid for all Shares validly tendered and not withdrawn pursuant to the Offer; (b) if required by Delaware Law, the Merger Agreement shall have been adopted by the affirmative vote of the holders of a majority of the Shares; (c) any waiting period, approvals or clearances applicable to the consummation of the Merger under applicable antitrust laws or as otherwise required by any governmental entity shall have expired, or been terminated or obtained; and (d) no governmental entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any order, executive order, stay, decree, judgment or injunction or statute, rule or regulation which would make the Merger illegal or otherwise prohibit the consummation of the Merger or the other transactions contemplated by the Merger Agreement.

Termination of the Merger Agreement. The Merger Agreement may be terminated and the Offer and the Merger may be abandoned at any time prior to the Effective Time, whether before or after adoption of the Merger Agreement by the stockholders of the Company (to the extent required by applicable law):

(a) by mutual written consent of Pitney Bowes, the Purchaser and the Company; or

(b) by either Pitney Bowes or the Company if the Offer shall not have been consummated by September 14, 2007 (the "Outside Date") (provided that the right to terminate the Merger Agreement under this clause (b) shall not be available to any party whose failure to fulfill any obligation under the Merger Agreement has been a principal cause of or resulted in the failure of the Offer to be consummated on or before the Outside Date); or

(c) by either Pitney Bowes or the Company if a governmental entity of competent jurisdiction shall have issued a nonappealable final order, decree or ruling or taken any other nonappealable final action, in each case having the effect of permanently restraining, enjoining or otherwise prohibiting the acceptance for payment of, and payment for, Shares pursuant to the Offer or consummation of the Merger; or

(d) by Pitney Bowes, prior to the purchase of any Shares pursuant to the Offer, if: (i) the Company Board shall have failed to recommend the tender of Shares pursuant to the Offer in the Schedule 14D-9 or approval of the Merger Agreement in the Company's proxy statement, if required, or shall have withdrawn or modified its recommendation of the Offer or the Merger Agreement in a manner adverse to Pitney Bowes; (ii) the Company Board shall have approved, endorsed or recommended to the stockholders of the Company an Acquisition Proposal (as defined below) (other than the Offer and the Merger); or (iii) a tender offer or exchange offer for outstanding Shares shall have been commenced (other than by Pitney Bowes or

its affiliates) and the Company Board shall have recommended that the stockholders of the Company tender their shares in such tender or exchange offer or, within ten business days after the commencement of such tender or exchange offer, the Company Board shall have failed to recommend against acceptance of such offer; or

(e) by the Company, if the Company Board, subject to the terms and conditions of the Merger Agreement, shall have approved or recommended to the stockholders of the Company any Acquisition Proposal, provided that the Company simultaneously pays the Termination Fee (as defined below); or

(f) by Pitney Bowes, prior to the purchase of any Shares pursuant to the Offer, if there has been a breach of or failure to perform any representation, warranty, covenant or agreement on the part of the Company set forth in the Merger Agreement, which breach or failure to perform (i) would cause certain conditions to the Offer not to be satisfied, and (ii) shall not have been cured within 30 days following notice of such breach or failure to perform; or

(g) by the Company, prior to the purchase of any Shares pursuant to the Offer, if there has been a breach of or failure to perform any representation, warranty, covenant or agreement on the part of Pitney Bowes or the Purchaser set forth in the Merger Agreement, which breach or failure to perform shall have had or is reasonably likely to have, individually or in the aggregate, a Parent Material Adverse Effect (as defined below) and shall not have been cured within 30 days written notice of such breach or failure to perform.

Nonsolicitation Obligations. The Merger Agreement provides that neither the Company nor any of its subsidiaries shall, and the Company shall use reasonable efforts to cause its and its subsidiaries' directors, officers, employees, investment bankers, attorneys, accountants and other advisors or representatives not to, directly or indirectly: (a) solicit, initiate, or knowingly induce or encourage, any inquiries or the making of any proposal or offer that constitutes, or could reasonably be expected to lead to, any Acquisition Proposal; or (b) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any person any nonpublic information for the purpose of encouraging, facilitating or inducing, the making of any Acquisition Proposal. Notwithstanding the foregoing, in response to an Acquisition Proposal that did not result from a breach of the Merger Agreement and that the Company Board determines in good faith (after consultation with outside counsel and its financial advisors) could be reasonably expected to lead to a Superior Proposal (as defined below), and subject to certain notice provisions under the Merger Agreement, the Company may (A) furnish information with respect to the Company to any person (and its representatives) making such Acquisition Proposal, pursuant to a confidentiality agreement not materially less restrictive of the other party than the Company's confidentiality agreement with Pitney Bowes, (B) engage in discussions or negotiations (including solicitation of a revised Acquisition Proposal) with such person and its representatives regarding any such Acquisition Proposal, and (C) amend, or grant a waiver or release under, any standstill or similar agreement with respect to any of the Company's Common Stock.

"*Acquisition Proposal*" is defined in the Merger Agreement as: (i) any proposal or offer for a merger, consolidation, dissolution, sale of substantial assets outside the ordinary course of business, tender offer, recapitalization, share exchange or other business combination involving the Company and its subsidiaries, taken as a whole (other than mergers, consolidations, recapitalizations, share exchanges or other business combinations involving solely the Company and/or one or more subsidiaries of the Company, and no other party) (ii) any proposal for the issuance by the Company of over 20% of its equity securities or (iii) any proposal or offer to acquire in any manner, directly or indirectly, over 20% of the equity securities or consolidated total assets of the Company and its subsidiaries, in each case other than the transactions contemplated by the Merger Agreement.

"*Superior Proposal*" is defined in the Merger Agreement as any unsolicited, bona fide and written proposal made by a third party to acquire more than 50% of the equity securities or consolidated total assets of the Company and its subsidiaries, pursuant to a tender or exchange offer, a merger, a consolidation or a sale of its assets, (i) on terms which the Company Board determines in its good faith judgment to be more favorable from a financial point of view to the holders of the Company's Common Stock (in their capacity as stockholders) than

the transactions contemplated by the Merger Agreement (after consultation with its financial and legal advisors), taking into account all the terms and conditions of such proposal and the Merger Agreement (including any offer by Pitney Bowes to amend the terms of the Merger Agreement), (ii) is not subject to any financing contingency or, if so subject, that the Company Board determines in its good faith judgment is reasonably likely of being financed, and (iii) which the Company Board has determined in its good faith judgment to be reasonably capable of being completed on the terms proposed without undue delay, taking into account all financial, regulatory, legal and other aspects of such proposal.

The Merger Agreement requires the Company to advise Pitney Bowes promptly (and in any event within 24 hours) of any Acquisition Proposal received by it and of the material terms and conditions of such proposal, including the identity of the person making the proposal, and to provide Pitney Bowes with a copy of such Acquisition Proposal (and any amendments), if it is in writing, and to keep Pitney Bowes informed on a prompt basis as to all material amendments to the Acquisition Proposal. The Company will provide to Pitney Bowes a copy of all written nonpublic materials subsequently provided by the Company to the person making the Acquisition Proposal in connection with such proposal.

The Company Board will not (a) withhold, withdraw or modify, in a manner adverse to Pitney Bowes, the approval or recommendation by the Company Board with respect to the adoption and approval of the Merger Agreement by the stockholders of the Company, if applicable; (b) enter into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement or similar agreement or arrangement (an "Alternative Acquisition Agreement") providing for the consummation of a transaction contemplated by any Acquisition Proposal (other than a confidentiality agreement permitted under the Merger Agreement); or (c) adopt, approve or recommend any Acquisition Proposal. Notwithstanding anything to the contrary set forth in the Merger Agreement, the Company Board may withhold, withdraw or modify, in a manner adverse to Pitney Bowes, its recommendation with respect to the adoption and approval of the Merger Agreement or approve or recommend a Superior Proposal if, after complying with the notice provisions set forth in the Merger Agreement, the Company Board determines in good faith, after consultation with outside counsel and after taking into consideration any changes to the Merger Agreement proposed by Pitney Bowes in response to the notice of a Superior Proposal, that failure to do so would be inconsistent with its fiduciary obligations under applicable law. If, following the expiration of three business days after Pitney Bowes's receipt of such notice of a Superior Proposal, the Superior Proposal specified in such notice still constitutes, in the good faith judgment of the Company Board, a Superior Proposal (after taking into consideration any changes to the Merger Agreement proposed by Pitney Bowes) and did not otherwise result from a material breach of the Merger Agreement, the Company, by action of the Company Board, may terminate the Merger Agreement, provided that, concurrently with such termination, the Company pays to Pitney Bowes the Termination Fee.

Fees and Expenses; Termination Fee. Except as provided below, all fees and expenses incurred in connection with the Offer, the Merger and the other transactions contemplated by the Merger Agreement will be paid by the party incurring such fees or expenses, whether or not the Offer or the Merger is consummated.

If the Merger Agreement is terminated pursuant to paragraphs (d) (by Pitney Bowes) or (e) (by the Company) of the subsection entitled "Termination of the Merger Agreement" above, the Company shall pay to Pitney Bowes by wire transfer of same-day funds a termination fee of $14,165,000 (the "Termination Fee"), within two business days after the termination of the Merger Agreement pursuant to paragraph (d) and simultaneously with the termination of the Merger Agreement pursuant to paragraph (e), respectively.

The Company shall pay Pitney Bowes the Termination Fee if the Merger Agreement is terminated by Pitney Bowes pursuant to paragraph (b) of the subsection entitled "Termination of the Merger Agreement" above due to the failure to satisfy the condition to the Offer relating to the Company's representations and warranties (as a result of a willful breach of such representations and warranties or any fraudulent conduct by the Company) or the condition to the Offer relating to the Company's performance of obligations by the Outside Date or if the Merger Agreement is terminated by the Company pursuant to such paragraph (b), but only if in any such case

(x) before the date of such termination, the Company shall have received an Acquisition Proposal (with, for purposes of this provision all references to 20% changed to 50% in the definition of Acquisition Proposal) that shall not have been withdrawn and (y) within 12 months after the date of termination, the Company shall have consummated or entered into any definitive agreement to consummate the transaction contemplated by such Acquisition Proposal with the person who made, and on the terms of, such Acquisition Proposal. Any Termination Fee due under such paragraph (b) shall be paid to Pitney Bowes by wire transfer of same-day funds within two business days after the date on which the transaction referenced in clause (y) above is consummated.

The Company shall not be required to pay any Termination Fee if, at the time of termination of the Merger Agreement, Pitney Bowes or Purchaser is in material breach of the Merger Agreement.

Conduct of Business by the Company. The Merger Agreement provides that except for matters expressly contemplated by the Merger Agreement or consented to in writing by Pitney Bowes, from the date of the Merger Agreement until the effective time of the Merger, the Company shall, and shall cause each of its subsidiaries to, use commercially reasonable efforts to (i) act and carry on its business in the ordinary course of business in compliance in all material respects with applicable law, (ii) preserve intact the material aspects of its and each of its subsidiaries' business organization, assets, properties and business relationships, and (iii) keep available the services of its current officers and key employees and preserve the goodwill of the Company and its subsidiaries, taken as a whole. In addition, and without limiting the generality of the foregoing, except as expressly provided or permitted by the Merger Agreement, the Company shall not, and shall not permit any of its subsidiaries to, directly or indirectly, do any of the following without the prior written consent of Pitney Bowes:

(a) (i) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, securities or other property) in respect of, any of its capital stock (other than dividends and distributions by a direct or indirect wholly-owned subsidiary of the Company to its parent), (ii) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or any of its other securities; or (iii) purchase, redeem or otherwise acquire any shares of its capital stock or any other of its securities or any rights, warrants or options to acquire any such shares or other securities, except, in the case of this clause (iii), for the acquisition of Shares (A) from holders of stock options of the Company in full or partial payment of the exercise price payable by such holder upon exercise of such options to the extent required or permitted under the terms of such options or (B) from former employees, directors and consultants in accordance with agreements providing for the repurchase of shares at their original issuance price in connection with any termination of services to the Company or any of its subsidiaries;

(b) issue, deliver, sell, grant, pledge or otherwise dispose of, or encumber or authorize the issuance, delivery, sale, grant, pledge or other disposition or encumbrance of, any shares of its capital stock, any other voting securities or any securities convertible into or exchangeable for, or any rights, warrants or options to acquire, any such shares, voting securities or convertible or exchangeable securities, in each case other than the issuance of shares of Common Stock upon the exercise of stock options of the Company outstanding on the date of the Merger Agreement or pursuant to the Company ESPP;

(c) amend its certificate of incorporation, bylaws or other comparable charter or organizational documents;

(d) acquire (i) by merging or consolidating with, or by purchasing all or a substantial portion of the assets or any stock of, or by any other manner, any business or any corporation, partnership, joint venture, limited liability company, association or other business organization or division thereof or (ii) any assets that are material, in the aggregate, to the Company and its subsidiaries, taken as a whole, except purchases of inventory and raw materials in the ordinary course of business;

(e) sell, transfer, lease, license, pledge, or otherwise dispose of or encumber any material properties or material assets of the Company or of any of its subsidiaries, other than to customers in the ordinary course of business;

(f) (i) incur any indebtedness for borrowed money or guarantee any such indebtedness of another person (other than letters of credit or similar arrangements issued to or for the benefit of suppliers and manufacturers in the ordinary course of business), (ii) issue, sell, amend or accelerate the conversion of any debt securities or warrants or other rights to acquire any debt securities of the Company or any of its subsidiaries, guarantee any debt securities of another person, enter into any "keep well" or other agreement to maintain any financial statement condition of another person or enter into any arrangement having the economic effect of any of the foregoing, (iii) make any loans, advances (other than routine advances to employees of the Company and its subsidiaries in the ordinary course of business) or capital contributions to, or investment in, any other Person, other than the Company or any of its direct or indirect wholly-owned subsidiaries; *provided*, *however*, that the Company may, in the ordinary course of business, invest in debt securities maturing not more than 90 days after the date of investment, or (iv) other than in the ordinary course of business, enter into any hedging agreement or other financial agreement or arrangement designed to protect the Company or its subsidiaries against fluctuations in exchange rates;

(g) make any capital expenditures or other expenditures with respect to property, plant or equipment in excess of $500,000 in the aggregate for the Company and its subsidiaries, taken as a whole, other than as set forth in the Company's budget for capital expenditures previously made available to Pitney Bowes;

(h) make any material changes in accounting methods, principles or practices, except insofar as required by GAAP;

(i) except as required to comply with applicable law or agreements, plans or arrangements existing on the date of the Merger Agreement, (i) adopt, enter into, terminate, renew or amend any employment, severance, change of control or similar agreement or benefit plan for the benefit or welfare of any new, current or former director, officer or employee or any collective bargaining agreement (except in the ordinary course of business and only if such arrangement is terminable on 60 days' or less notice without either a penalty or a termination payment), (ii) increase the salary, compensation or fringe benefits of, or any bonus, incentive, compensation, service award, or like benefit granted or accrued for, any director, officer or employee (except for annual increases of salaries in the ordinary course of business), it being understood (for the avoidance of doubt) that the Company and its subsidiaries may hire new employees in the ordinary course of business, (iii) accelerate the payment, right to payment or vesting of any compensation or benefits, including any outstanding options or restricted stock awards, other than as contemplated by the Merger Agreement, (iv) grant any stock options, stock appreciation rights, stock based or stock related awards, performance units or restricted stock, except for the grant of options to purchase up to 50,000 shares in the aggregate of Common Stock to employees hired after the date hereof, which options shall have an exercise price equal to the fair market value of the Company's Common Stock on the date of grant (determined in a manner consistent with the Company's existing practice for establishing fair market value for option grants) and which options shall otherwise be upon the Company's customary terms, (v) take any action other than in the ordinary course of business to fund or in any other way secure the payment of compensation or benefits under any employee benefit plan of the Company, or (vi) fail to pay any tax or file any tax return in each case when due, except where the nonpayment of any such tax or nonfiling of any such tax return is being contested in good faith;

(j) make or change any tax election, agree to any adjustment of any tax attribute, adopt or change any tax accounting method, file any amended tax return, settle or compromise any liability for taxes, surrender any right to claim a refund of taxes, or consent to any extension or waiver of the limitations period applicable to any tax claim or assessment; or

(k) authorize any of, or commit or agree, to take any action referred to in this section "Conduct of Business by the Company."

Indemnification; Insurance. Pursuant to the Merger Agreement, for a period of six years after the Effective Time, Pitney Bowes has agreed to cause the certificate of incorporation and bylaws of the Surviving Corporation to contain provisions no less favorable with respect to indemnification, advancement of expenses and exculpation of present and former directors and officers of the Company and its subsidiaries than the Company's existing certificate of incorporation and bylaws.

For a period of six years after the Effective Time, the Surviving Corporation shall maintain in effect current policies of the directors' and officers' liability insurance maintained by the Company (the "Current D&O Insurance") or purchase such equivalent policies in the event of the earlier termination or cancellation thereof, with respect to matters existing or occurring at or prior to the Effective Time, so long as the annual premium would not exceed 250% of the last annual premium paid prior to the Effective Time (such 250%, the "Maximum Premium") or to purchase a six year extended reporting "tail" policy with respect to the Current D&O Insurance. Notwithstanding any of the foregoing and in lieu of the foregoing obligations, prior to the Effective Time, the Company may purchase a six year reporting "tail" policy with respect to the Current D&O Insurance, provided that it does not pay more than six times the Maximum Premium for such policy and the Surviving Corporation continues to maintain such policy for a period of six years after the Effective Time.

Representations and Warranties. The Merger Agreement contains various customary representations and warranties.

Confidentiality Agreement

On December 19, 2006, the Company and Pitney Bowes entered into a confidentiality agreement (the "Confidentiality Agreement"). Under the terms of the Confidentiality Agreement, the Company and Pitney Bowes agreed to furnish the other party on a confidential basis certain information concerning their respective businesses in connection with the evaluation of a possible negotiated transaction between Pitney Bowes and the Company. This summary is qualified in its entirety by reference to the Confidentiality Agreement, which is included as Exhibit (d)(3) to the Schedule TO, and is incorporated herein by reference.

Management Arrangements

Pitney Bowes has entered into retention agreements with nine senior employees of the Company, including four executive officers, to provide services to the Company following the Merger. The four executive officers, and their titles following the Merger, are: Mark P. Cattini, President of the Company; Michael Hickey, Vice President and General Manager, Pitney Bowes and Executive Vice President of Operations of the Company; Daniel T. Gerron, Vice President of Strategy & Business Development of the Company; and James D. Scott, Vice President—Engineering of the Company.

Each of the four (4) executive officers named above will continue to receive the same annual base salary and target incentive bonus opportunity he was receiving prior to the Merger. Additionally, each such executive officer will be eligible to receive a retention bonus in an amount between 20% and 30% of base salary payable on each of the first and second anniversary of the Effective Time, subject to continued employment. Upon termination without "cause," each executive will be eligible to receive severance pursuant to Pitney Bowes's severance plan and applicable Pitney Bowes severance practices, and will receive any unpaid portions of their retention bonuses. For this purpose, "cause" is generally defined as (i) the material failure on the part of the executive to perform his duties, (ii) material dishonesty or gross misconduct by the executive in the performance of his duties, (iii) injury caused by the executive to the reputation of the Company, (iv) a material breach of a covenant, or (v) conviction of the executive or the executive's pleading guilty or no contest to a crime involving moral turpitude or to a felony.

Subject to the approval of the compensation committee of Pitney Bowes's board of directors, Pitney Bowes will grant to each of Mr. Cattini and Mr. Hickey an award of restricted stock units, following the three-month anniversary of the Merger. The restricted stock units would be subject to the terms of Pitney Bowes's stock plan and would vest on the fourth anniversary of the date of grant subject to the executive's continued employment through such date. Each of Mr. Gerron and Mr. Scott will be eligible to receive annual equity award grants pursuant to Pitney Bowes's stock plan, in an amount substantially similar to the amount of awards granted to similarly situated executives.

Pursuant to the Merger Agreement, immediately prior to the closing, the Company will make lump sum payments to the four executive officers named above, in lieu of severance payments that could have become payable following the Merger under the change in control provisions of their pre-existing employment agreements. The lump sum payments to such four executive officers total $3,640,418, and are subject to the execution by the executives of a general release.

Two executive officers and one director will resign from the Company in connection with the Merger, effective upon the Closing. The executive officers are: George C. Moon, Chief Technology Officer; and K. Wayne McDougall, Vice President, Treasurer and Chief Financial Officer; and the director is John C. Cavalier, Chairman. Termination payments in the aggregate amount of $1,879,493 will be paid to such three individuals pursuant to their pre-existing employment agreements, and each will be entitled to the continuation of certain welfare benefits. Such payments will be made upon the closing, or the date which is six months and one day following the closing, if required by Section 409A of the Code, and are subject to the execution of a general release.

15. Dividends and Distributions.

As discussed in Section 14 above, pursuant to the Merger Agreement, without the prior consent of Pitney Bowes or as otherwise contemplated in the Merger Agreement, the Company has agreed not to (i) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, securities or other property) in respect of, any of its capital stock (other than dividends and distributions by a direct or indirect wholly-owned subsidiary of the Company to its parent), (ii) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or any of its other securities; or (iii) purchase, redeem or otherwise acquire any shares of its capital stock or any other of its securities or any rights, warrants or options to acquire any such shares or other securities, except, in the case of this clause (iii), for the acquisition of Shares (A) from the holders of stock options of the Company in full or partial payment of the exercise price payable by such holder upon exercise of such options to the extent required or permitted under the terms of such options or (B) from former employees, directors and consultants in accordance with agreements providing for the repurchase of shares at their original issuance price in connection with any termination of services to the Company or any of its subsidiaries.

16. Conditions of the Offer.

Notwithstanding any other provisions of the Offer or the Merger Agreement, the Purchaser shall not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Exchange Act, to pay for any Shares tendered pursuant to the Offer, and may terminate or amend the Offer in a manner consistent with the terms of the Merger Agreement, and may postpone the acceptance of, or payment for, any Shares in a manner consistent with the terms of the Merger Agreement, if:

(i) immediately prior to the expiration of the Offer (as extended in accordance with the Merger Agreement), the Minimum Condition shall not have been satisfied;

(ii) immediately prior to the expiration of the Offer (as extended in accordance with the Merger Agreement), any waiting period (and any extensions thereof) and any approvals or clearances applicable to the Offer or the consummation of the Merger under the HSR Act and other applicable antitrust laws or as otherwise required by any governmental entity shall have expired, or been terminated or obtained, as applicable; or

(iii) at any time on or after the date of the Merger Agreement and before the expiration of the Offer, any of the following shall occur and be continuing:

(a) other than the filing of the certificate of merger pursuant to the Merger Agreement, any authorization, consent, order or approval of, or declaration or filing with, or expiration of waiting

periods imposed by, any governmental entity in connection with the Offer or the Merger and the consummation of the other transactions contemplated by the Merger Agreement, the failure of which to file, obtain or occur is reasonably likely to have a PB Material Adverse Effect (as defined below) or a Company Material Adverse Effect (as defined below), shall not have been filed or obtained or shall not have occurred on terms and conditions which would not reasonably be likely to have a PB Material Adverse Effect or a Company Material Adverse Effect;

(b) any governmental entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any order, executive order, stay, decree, judgment or injunction (preliminary or permanent) or statute, rule or regulation which is in effect and which has the effect of making the Offer or the Merger illegal or otherwise prohibiting acceptance for payment of, and payment for, Shares pursuant to the Offer or the consummation of the Merger or the other transactions contemplated by the Merger Agreement;

(c) there shall be instituted or pending any action or proceeding in which a governmental entity is (i) challenging or seeking to restrain or prohibit the consummation of the Offer or the Merger or any of the other transactions contemplated by the Merger Agreement or make materially more costly the making of the Offer, (ii) seeking to prohibit or limit in any material respect Pitney Bowes's or the Purchaser's ability to vote, transfer, receive dividends with respect to or otherwise exercise ownership rights with respect to the stock of the Surviving Corporation, or (iii) seeking to prohibit or impose any material limitations on the ownership or operation by Pitney Bowes (or any of its subsidiaries) of all or any portion of the businesses or assets of Pitney Bowes, the Company or any of their respective subsidiaries, or to compel Pitney Bowes, the Company or the Surviving Corporation to dispose of or hold separate any portion of the businesses or assets of Pitney Bowes, the Company or the Surviving Corporation or any of their respective subsidiaries;

(d) any Company Material Adverse Effect shall have occurred;

(e) any of the representations and warranties of the Company set forth in the Merger Agreement shall not be true and correct as of such time as though made on and as of such time (except (i) to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall not be true and correct as of such date, (ii) for changes contemplated by the Merger Agreement, and (iii) where the failure to be true and correct (without regard to any materiality or Company Material Adverse Effect qualifications contained therein), individually or in the aggregate, has not had a Company Material Adverse Effect);

(f) the Company shall have failed to perform in any material respect any covenant or obligation required to be performed or complied with by it under the Merger Agreement;

(g)(i) the Company Board shall have failed to recommend the tender of shares of Common Stock pursuant to the Offer in the Schedule 14D-9 or shall have withdrawn or modified its recommendation of the Offer in a manner adverse to Pitney Bowes; (ii) the Company Board shall have approved, endorsed or recommended to the stockholders of the Company an Acquisition Proposal (other than the Offer and the Merger); or (iii) a tender offer or exchange offer for outstanding shares of Common Stock shall have been commenced (other than by Pitney Bowes or any of its affiliates) and the Company Board shall have recommended that the stockholders of the Company tender their shares in such tender or exchange offer or, within ten business days after the commencement of such tender or exchange offer, the Company Board shall have failed to recommend against acceptance of such offer;

(h) Pitney Bowes and the Purchaser shall not have received a certificate executed by the Company's Chief Executive Officer and Chief Financial Officer confirming that the conditions set forth in clauses (e) and (f) above have been duly satisfied; or

(i) the Merger Agreement shall have been terminated in accordance with its terms.

The foregoing conditions are for the sole benefit of Pitney Bowes and the Purchaser and, subject to the terms of the Merger Agreement, may be waived by Pitney Bowes or the Purchaser (except for the Minimum

Condition), in whole or in part, at any time and from time to time, in their respective sole discretion. The failure by Pitney Bowes or the Purchaser at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right, the waiver of any such right with respect to any particular facts and circumstances shall not be deemed a waiver with respect to any other facts and circumstances and each such right will be deemed an ongoing right that may be asserted at any time and from time to time.

The term "Company Material Adverse Effect" means any fact, change, event, circumstance or development that (i) has, or would be reasonably likely to have, a material adverse effect on the assets, properties, business, financial condition or results of operations of the Company and its subsidiaries, taken as a whole, or (ii) would be reasonably likely to materially impede or delay the ability of the Company to consummate the transactions contemplated by the Merger Agreement; *provided*, *however*, that none of the following, or any adverse effects resulting or arising from the following, shall constitute, or shall be considered in determining whether there has occurred, a Company Material Adverse Effect: (a) economic factors affecting the national, regional or world economy or acts of war or terrorism (to the extent that they do not disproportionately affect the Company and its subsidiaries, taken as a whole, in relation to other companies in the industry in which the Company and its subsidiaries operate); (b) factors generally affecting the industries or markets in which the Company operates (to the extent that they do not disproportionately affect the Company and its subsidiaries, taken as a whole, in relation to other companies in the industry in which the Company and its subsidiaries operate); (c) actions contemplated by the parties in connection with the Merger Agreement or resulting or arising from the pendency or announcement of the transactions contemplated by the Merger Agreement, including actions of competitors or any delays or cancellations of orders for products or losses of employees; (d) changes in applicable law, rules or regulations (to the extent that they do not disproportionately affect the Company and its subsidiaries, taken as a whole, in relation to other companies in the industry in which the Company and its subsidiaries operate); (e) changes in generally accepted accounting principles or the interpretation thereof; (f) any action taken pursuant to or in accordance with the Merger Agreement or at the request of Pitney Bowes; (g) any fees or expenses incurred in connection with the transactions contemplated by the Merger Agreement; (h) any failure, in and of itself, by the Company to meet any projections, guidance, estimates, forecasts or milestones or published financial or operating predictions for or during any period ending (or for which results are released) on or after the date hereof; (i) any loss of customers, resulting directly or indirectly from the announcement of the Merger; and (j) a decline in the price of the Company's Common Stock, in and of itself.

The term "PB Material Adverse Effect" means any material adverse fact, change, event, circumstance or development that has, or would be reasonably likely to have, a material adverse effect on, (a) the assets, properties, business, financial condition or results of operations of Pitney Bowes and its subsidiaries, taken as a whole, or (b) the ability of Pitney Bowes or the Purchaser to consummate the transactions contemplated by the Merger Agreement.

17. Certain Legal Matters; Regulatory Approvals.

General. Based on our examination of publicly available information filed by the Company with the SEC and other publicly available information concerning the Company, we are not aware of any governmental license or regulatory permit that appears to be material to the Company's business that might be adversely affected by our acquisition of Shares pursuant to the Offer or, except as set forth below, of any approval or other action by any government or governmental administrative or regulatory authority or agency, domestic or foreign, that would be required for our acquisition or ownership of Shares pursuant to the Offer. Should any such approval or other action be required or desirable, we currently contemplate that, except as described below under "State Takeover Statutes," such approval or other action will be sought. Except as described under "Antitrust in the United States," "Antitrust in Germany" and "Other Foreign Competition Law Filings," there is, however, no current intent to delay the purchase of Shares tendered pursuant to the Offer pending the outcome of any such matter. There can be no assurance that any such approval or other action, if needed, would be obtained (with or without substantial conditions) or that if such approvals were not obtained or such other actions were not taken adverse consequences might not result to the Company's business or certain parts of the Company's business might not have to be disposed of, any of which could cause us to elect to terminate the Offer without the

purchase of Shares thereunder. Our obligation under the Offer to accept for payment and pay for Shares is subject to the conditions set forth in "The Offer—Section 16—Conditions of the Offer."

Delaware Law. In general, Section 203 of Delaware Law prevents an "interested stockholder" (generally, a stockholder owning 15% or more of a corporation's outstanding voting stock or an affiliate thereof) from engaging in a "business combination" (defined to include a merger and certain other transactions as described below) with a Delaware corporation for a period of three years following the time on which such stockholder became an interested stockholder unless, among other exceptions, before such time the corporation's board of directors approved either the business combination or the transaction which resulted in such stockholder becoming an interested stockholder. On March 14, 2007, the Company Board approved the Merger Agreement and the transactions contemplated thereby (including the Offer and the Merger). Accordingly, the restrictions on business combinations set forth in Section 203 of Delaware Law do not apply to the Merger Agreement and the transactions contemplated thereby (including the Offer and the Merger).

State Takeover Statutes. A number of states have adopted laws which purport, to varying degrees, to apply to attempts to acquire corporations that are incorporated in, or which have substantial assets, stockholders, principal executive offices or principal places of business or whose business operations otherwise have substantial economic effects in, such states. The Company, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which have enacted such laws. Except as described herein, we do not know whether any of these laws will, by their terms, apply to the Offer or the Merger, and we have not complied with any such laws. To the extent that certain provisions of these laws purport to apply to the Offer or any such merger or other business combination, we believe that there are reasonable bases for contesting such laws.

If any government official or third party seeks to apply any state takeover law to the Offer or the Merger, we will take such action as then appears desirable, which action may include challenging the applicability or validity of such statute in appropriate court proceedings. If it is asserted that one or more state takeover statutes is applicable to the Offer or any such merger or other business combination and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer or the Merger, we might be required to file certain information with, or to receive approvals from, the relevant state authorities or holders of Shares, and we may be unable to accept for payment or pay for Shares tendered pursuant to the Offer, or be delayed in continuing or consummating the Offer or the Merger. In such case, we may not be obligated to accept for payment or pay for any tendered Shares. See "The Offer—Section 16—Conditions of the Offer."

Antitrust in the United States. Under the HSR Act and rules promulgated thereunder, certain acquisitions may not be consummated unless certain information has been furnished to the Antitrust Division of the Department of Justice (the "Antitrust Division") and the Federal Trade Commission ("FTC"), and a prescribed waiting period has expired or otherwise terminated. The purchase of Shares pursuant to the Offer is subject to such requirements.

Pursuant to the requirements of the HSR Act, on March 21, 2007 each of Pitney Bowes and the Company filed a Notification and Report Form with respect to the Offer and the Merger with the Antitrust Division and the FTC. As a result, the waiting period applicable to the purchase of Shares pursuant to the Offer is scheduled to expire at 11:59 p.m., New York City time, on Thursday, April 5, 2007, the 15th day after Pitney Bowes's form was filed, unless early termination of the waiting period is granted. However, prior to such time, the Antitrust Division or the FTC may extend the waiting period by formally requesting additional information or documentary material relevant to the Offer from us. If such a request is made, the waiting period will be extended until 11:59 p.m., New York City time, on the tenth day after our substantial compliance with such request. Thereafter, the Antitrust Division or the FTC may defer the consummation of the Merger and the transactions contemplated thereby only by court order. A request will be made pursuant to the HSR Act for early termination of the waiting period applicable to the Offer. There can be no assurance, however, that the HSR Act waiting period will be terminated early.

Antitrust in Germany. Under the provisions of the German Act against Restraints on Competition ("ARC"), the acquisition of Shares pursuant to the Offer may be consummated if the acquisition is approved by the German

Federal Cartel Office ("FCO"), either by written approval or by expiration of a one-month waiting period commenced by the filing by Pitney Bowes of a complete notification (the "German Notification") with respect to the Offer, unless the FCO notifies Pitney Bowes within the one-month waiting period of the initiation of an in-depth investigation. If the FCO initiates an in-depth investigation, the acquisition of Shares under the Offer may be consummated if the acquisition is approved by the FCO, either by written approval or by expiration of a four-month waiting period commenced by the filing of the German Notification, unless the FCO notifies Pitney Bowes within the four-month waiting period that the acquisition satisfies the conditions for a prohibition and may not be consummated. The written approval by the FCO or the expiration of any applicable waiting period is a condition to the Purchaser's obligation to accept for payment and pay for Shares tendered pursuant to the Offer.

Pursuant to the requirements of ARC, each of Pitney Bowes and the Company intends to file the German Notification on or about March 22, 2007, or as promptly thereafter as practical. Based on such filing, the one month waiting period in Germany would expire on or about April 22, 2007. We and the Company intend to seek to obtain the approval of the Offer in Germany prior to the initial expiration of the Offer on April 18, 2007, and, if we are successful, we would not extend the initial scheduled expiration date of the Offer as a result of the requirements of ARC. If approval is not obtained on or prior to April 18, 2007, we currently expect that we would extend the initial scheduled expiration date of the Offer to allow for satisfaction of the condition to the Offer relating to ARC prior to accepting for payment and paying for the tendered Shares.

Other Foreign Competition Law Filings. Based upon our examination of publicly available information and other information concerning the Company, it appears that the Company and its subsidiaries own property and conduct business in a number of foreign countries. In connection with the acquisition of Shares pursuant to the Offer, the laws of certain of these foreign countries may require the filing of information with, or the obtaining of the approval of, governmental authorities therein. After commencement of the Offer, if we determine that the laws of any of these foreign countries apply to the Offer, we intend to take such action as they may require, but no assurance can be given that such approvals will be obtained. If any action is taken before completion of the Offer by any such government or governmental authority, we may not be obligated to accept for payment or pay for any tendered Shares. See "The Offer—Section 16—Conditions of the Offer."

Any merger or other similar business combination that we propose would also have to comply with any applicable U.S. federal law. In particular, unless the Shares were deregistered under the Exchange Act prior to such transaction, if such merger or other business combination were consummated more than one year after termination of the Offer or did not provide for stockholders to receive cash for their Shares in an amount at least equal to the price paid in the Offer, we may be required to comply with Rule 13e-3 under the Exchange Act. If applicable, Rule 13e-3 would require, among other things, that certain financial information concerning the Company and certain information relating to the fairness of the proposed transaction and the consideration offered to minority stockholders in such a transaction be filed with the SEC and distributed to such stockholders prior to consummation of the transaction.

18. Fees and Expenses.

We have engaged JPMorgan to act as Dealer Manager in connection with the Offer. JPMorgan provided certain financial advisory services to us in connection with the Offer. We will pay JPMorgan customary compensation for such services in connection with the Offer and the Merger. We have agreed to reimburse JPMorgan for reasonable expenses incurred in connection with its engagement, including reasonable fees and expenses of legal counsel, and to indemnify JPMorgan and its respective affiliates against certain liabilities and expenses relating to or arising out of its engagement.

We have retained Georgeson Inc. to act as the information agent and Mellon Investor Services LLC to act as the depositary in connection with the Offer and the Merger. The Information Agent may contact holders of Shares by mail, telephone, telex, telegraph and personal interviews and may request brokers, dealers, banks, trust companies and other nominees to forward materials relating to the Offer to beneficial owners. The Information

Agent and the Depositary each will receive reasonable and customary compensation for their respective services, will be reimbursed for certain reasonable out-of-pocket expenses and will be indemnified against certain liabilities in connection therewith, including certain liabilities under the U.S. federal securities laws.

We will not pay any fees or commissions to any broker or dealer or any other person (other than the Information Agent and the Depositary) for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers,

banks, trust companies and other nominees will, upon request, be reimbursed by us for reasonable and necessary costs and expenses incurred by them in forwarding materials to their customers.

19. Miscellaneous.

Other Information

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction. However, we may, in our sole discretion, take such action as we may deem necessary to make the Offer in any such jurisdiction and extend the Offer to holders of Shares in such jurisdiction.

No person has been authorized to give any information or make any representation on behalf of Pitney Bowes or the Purchaser not contained in this Offer to Purchase or in the Letter of Transmittal and, if given or made, such information or representation must not be relied upon as having been authorized.

We have filed with the SEC on March 22, 2007 a Tender Offer Statement on Schedule TO (the "Schedule TO"), together with exhibits, pursuant to Rule 14d-3 under the Exchange Act, furnishing certain additional information with respect to the Offer. The Schedule TO and any amendments thereto, including exhibits, may be examined and copies may be obtained from the offices of the SEC in the manner described in "The Offer—Section 10—Certain Information Concerning the Purchaser and Pitney Bowes" of this Offer to Purchase.

MAGELLAN ACQUISITION CORP.

March 22, 2007

ANNEX I

INFORMATION CONCERNING DIRECTORS AND EXECUTIVE OFFICERS OF PITNEY BOWES AND THE PURCHASER

DIRECTORS AND EXECUTIVE OFFICERS OF PITNEY BOWES

The name, current principal occupation or employment and material occupations, positions, offices or employment for the past five years of each director and executive officer of Pitney Bowes are set forth below. The business address of each director and officer is Pitney Bowes Inc., One Elmcroft Road, Stamford, Connecticut 06926-0700. Unless otherwise indicated, each occupation set forth opposite an individual's name refers to employment currently with Pitney Bowes.

Neither Pitney Bowes nor any of the directors and executive officers of Pitney Bowes listed below has, during the past five years, (i) been convicted in a criminal proceeding or (ii) been a party to any judicial or administrative proceeding that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, U.S. federal or state securities laws, or a finding of any violation of U.S. federal or state securities laws. Unless otherwise provided below, all directors and executive officers listed below are citizens of the United States.

Directors of Pitney Bowes are identified by "DO." Executive officers of Pitney Bowes are identified by "EO." All of the executive officers of Pitney Bowes have served in various corporate, division or subsidiary positions for at least the past five years except for Ms. Mayes and Mr. De Palma.

Name	Age	Current Principal Occupation or Employment and Five-Year Employment History
Leslie R. Abi-Karam EO	48	Ms. Abi-Karam is the Executive Vice President and President of Document Messaging Technologies and has served as an officer of Pitney Bowes since 2005.
Linda G. Alvarado DO	55	Ms. Alvarado has served as a director of Pitney Bowes since 1992. She is the President and Chief Executive Officer of Alvarado Construction, Inc., a Denver-based commercial general contractor, construction management and development firm. She is also a director of Lennox International, Inc., 3M Company, The Pepsi Bottling Group, Inc. and Qwest Communications International, Inc.
Gregory E. Buoncontri EO	59	Mr. Buoncontri is a Senior Vice President and the Chief Information Officer of Pitney Bowes and has served as an officer of Pitney Bowes since 2000.
Michael J. Critelli EO and DO	58	Mr. Critelli is the Chairman and Chief Executive Officer of Pitney Bowes and has served as an officer of Pitney Bowes since 1988 and as a director of Pitney Bowes since 1994. He is also a director of Eaton Corporation.
Elise R. DeBois EO	51	Ms. DeBois is the Executive Vice President and President of Global Financial Services and has served as an officer of Pitney Bowes since 2005.
Vincent R. De Palma EO	49	Mr. De Palma is the Executive Vice President and President of Pitney Bowes Management Services and has served as an officer since of Pitney Bowes 2005. Mr. De Palma joined Pitney Bowes in June 2005 as President, Pitney Bowes Management Services. Prior

Name	Age	Current Principal Occupation or Employment and Five-Year Employment History
		to joining Pitney Bowes, Mr. De Palma was with Automatic Data Processing ("ADP") where he was a Corporate Officer and served as President of ADP Benefit Services. Mr. De Palma has also held senior management positions at Petroleum Heat & Power Company and McKinsey & Company.
Anne Sutherland Fuchs DO	59	Ms. Fuchs has served as a director of Pitney Bowes since 2005. She is a consultant to private equity firms. She has been the Chair of the Commission on Women's Issues for New York City since 2002. She was the Executive Vice President of LVMH Moët Hennessy Louis Vuitton, a leading luxury products group from March to December 2002. She was the Global Chief Executive at Phillips, de Pury & Luxembourg, LVMH's auction house subsidiary, from July 2001 to February 2002. She was the Senior Vice President and Group Publishing Director of Hearst Magazines from 1994 to 2001. She is also a director of Gartner, Inc.
Ernie Green DO	68	Mr. Green has served as a director of Pitney Bowes since 1997. He is the President of Ernie Green Industries, Inc., a manufacturer of automotive components. He is also a director of Dayton Power & Light, Inc. and Eaton Corporation.
Luis A. Jimenez EO	62	Mr. Jimenez is a Senior Vice President and the Chief Strategy Officer of Pitney Bowes and has served as an officer of Pitney Bowes since 1999. Mr. Jimenez is also a director of Great Plains Energy Inc.
Patrick J. Keddy EO	52	Mr. Keddy is the Executive Vice President and President of Mailstream, International and has served as an officer of Pitney Bowes since 2005.
James H. Keyes DO	66	Mr. Keyes has served as a director of Pitney Bowes since 1998. He is the retired Chairman of Johnson Controls, Inc., a supplier of automotive systems and facility management and control, since 2003. He was also the Chairman and Chief Executive Officer of Johnson Controls, Inc. from 1993 to 2002. He is also a director of LSI Logic Corporation and Navistar International Corporation and a trustee of Fidelity Funds.
Murray D. Martin EO and DO	59	Mr. Martin is the President and Chief Operating Officer and a director of Pitney Bowes. Mr. Martin has served as an officer of Pitney Bowes since 1998 and a director since March 2007. Mr. Martin is a director of The Brink's Company. Mr. Martin is a Canadian citizen.
Michele Coleman Mayes EO	57	Ms. Mayes is a Senior Vice President and the General Counsel of Pitney Bowes and has served as an officer of Pitney Bowes since 2003. Ms. Mayes joined Pitney Bowes in February 2003 as its Senior Vice President and General Counsel. Prior to joining Pitney Bowes, Ms. Mayes was Vice President—Legal, Assistant Secretary and Corporate Officer of Colgate-Palmolive Company. Ms. Mayes also served as Vice President and Deputy General Counsel—International and Corporate as well as Vice President of Human Resources and Legal for Colgate North America. Prior to joining Colgate-Palmolive Company, Ms. Mayes also held various legal positions at Unisys Corporation. Ms. Mayes is also a director of Assurant, Inc.

Name	Age	Current Principal Occupation or Employment and Five-Year Employment History
John S. McFarlane DO	58	Mr. McFarlane has served as a director of Pitney Bowes since 2000. He was the Chief Executive Officer of Ascendent Telecommunications Inc., a leading developer of mobility and disaster recovery technology solutions, from 2004 to 2005. He was the President and Chief Executive Officer of Nexsi Systems Corporation, a developer of high-end network infrastructure and bandwidth management services, from 2001 to 2002. He was the President of the Network Service Provider Division of Sun Microsystems, Inc., a network computing product and service company, from 1999 to 2001. He is also a director of Exar Corporation. (Nexsi Systems, a private corporation, filed for protection under Chapter 7 of the U.S. Bankruptcy Laws on May 17, 2002.)
Eduardo R. Menascé DO	61	Mr. Menascé has served as a director of Pitney Bowes since 2001. He is the retired President, since December 31, 2005, of the Enterprise Solutions Group of Verizon Communications Inc., a leading provider of wireline and wireless communications. He is also a director of John Wiley & Sons, Inc., KeyCorp and Hillenbrand Industries, Inc.
Neil Metviner EO	48	Mr. Metviner is the Executive Vice President and President of Global Small Business and Supplies and has served as an officer of Pitney Bowes since 2005.
Michael Monahan EO	46	Mr. Monahan is the Executive Vice President and President of Mailing Solutions and Services and has served as an officer of Pitney Bowes since 2005.
Bruce P. Nolop EO	56	Mr. Nolop is an Executive Vice President and the Chief Financial Officer of Pitney Bowes and has served as an officer of Pitney Bowes since 2000.
Michael I. Roth DO	61	Mr. Roth has served as a director of Pitney Bowes since 1995. He is the Chairman and Chief Executive Officer of The Interpublic Group of Companies, Inc., a global marketing communications and marketing services company. He was the Chairman of the Board of The Interpublic Group of Companies, Inc. from 2004 to 2005. He was the Chairman and Chief Executive Officer of The MONY Group Inc. from 1993 to 2004. He is also a director of Gaylord Entertainment Company and The Interpublic Group of Companies, Inc.
David L. Shedlarz DO	58	Mr. Shedlarz has served as a director of Pitney Bowes since 2001. He has been the Vice Chairman of Pfizer Inc., a pharmaceuticals, consumer and animal products health company, since March 2005. He was the Executive Vice President and Chief Financial Officer of Pfizer Inc. from 1999 to 2005.
David B. Snow, Jr. DO	52	Mr. Snow has served as a director of Pitney Bowes since 2006. He is the Chairman and Chief Executive Officer of Medco Health Solutions, Inc., a leading pharmacy benefit manager. He was the President and Chief Operating Officer of WellChoice, Inc. from 2001 to 2003. He is also a director of Medco Health Solutions, Inc.

Name	Age	Current Principal Occupation or Employment and Five-Year Employment History
Johnna G. Torsone EO	56	Ms. Torsone is a Senior Vice President and the Chief Human Resources Officer of Pitney Bowes and has served as an officer of Pitney Bowes since 1993.
Kevin Weiss EO	53	Mr. Weiss is the Executive Vice President and President of Mailstream, The Americas and has served as an officer of Pitney Bowes since 2005.
Robert E. Weissman DO	66	Mr. Weissman has served as a director of Pitney Bowes since 2001. He is the retired Chairman of IMS Health Incorporated, a leading provider of information solutions to the pharmaceutical and healthcare industries. He is also a director of Cognizant Technology Solutions, Information Services Group, Inc. and State Street Corporation.

DIRECTORS AND EXECUTIVE OFFICERS OF THE PURCHASER

The name, current principal occupation or employment and material occupations, positions, offices or employment for the past five years of each director and executive officer of the Purchaser are set forth below. The business address of each director and officer is care of Pitney Bowes Inc., One Elmcroft Road, Stamford, Connecticut 06926-0700. Neither the Purchaser nor any of the directors and officers of the Purchaser listed below has, during the past five years, (i) been convicted in a criminal proceeding or (ii) been a party to any judicial or administrative proceeding that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, U.S. federal or state securities laws, or a finding of any violation of U.S. federal or state securities laws. All directors and officers listed below are citizens of the United States.

Directors and executive officers of the Purchaser are identified as "DO" and "EO," respectively.

Name	Age	Current Principal Occupation or Employment and Five-Year Employment History
Leslie R. Abi-Karam DO and EO	48	Ms. Abi-Karam is the Executive Vice President and President of Document Messaging Technologies and has served as an officer of Pitney Bowes since 2005.
Bruce P. Nolop DO	56	Mr. Nolop is an Executive Vice President and the Chief Financial Officer of Pitney Bowes and has served as an officer of Pitney Bowes since 2000.
Steven J. Green DO	55	Vice President—Finance and Chief Accounting Officer since February 2005. Mr. Green was Vice President—Finance and Administration, Global Mailstream Solutions from 1996 to 2005 and has been an officer of Pitney Bowes since 2005.

Table of Contents

The Letter of Transmittal and certificates for Shares and any other required documents should be sent to the Depositary at one of the addresses set forth below:

The Depositary for the Offer is:

Mellon Investor Services LLC

By Mail:

Reorganization Department
P.O. Box 3301
South Hackensack, NJ 07606
Attn: Reorganization Department

By Hand:

Reorganization Department
480 Washington Boulevard
27th Floor
Jersey City, NJ 07310
Attn: Reorganization Department

By Overnight Mail:

Reorganization Department
480 Washington Boulevard
27th Floor
Mail Drop—Reorg
Jersey City, NJ 07310
Attn: Reorganization
Department - 27th Floor

By Facsimile Transmission
(For Eligible Institutions Only):
(201) 680-4626)

Confirm Facsimile Transmission:
(201) 680-4860

If you have questions or need additional copies of this Offer to Purchase or the Letter of Transmittal, you can call the Information Agent at the addresses and telephone numbers set forth below. You may also contact your broker, dealer, bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Georgeson

17 State Street, 10th Floor
New York, NY 10004
Banks and Brokers Call: (212) 440-9800 Stockholders Call Toll-Free: (800) 356-1784

The Dealer Manager for the Offer is:

JPMorgan

J.P. Morgan Securities Inc.
277 Park Avenue
New York, NY 10172
(212) 622-6821 (Call Collect)
(800) 965-1192 (Call Toll-Free)

LETTER OF TRANSMITTAL
To Tender Shares of Common Stock
of
MapInfo Corporation
Pursuant to the Offer to Purchase
dated March 22, 2007
by
MAGELLAN ACQUISITION CORP.
a wholly-owned subsidiary of
PITNEY BOWES INC.

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON WEDNESDAY, APRIL 18, 2007, UNLESS THE OFFER IS EXTENDED.

The Depositary for the Offer is:

MELLON INVESTOR SERVICES LLC

By Mail:
Reorganization Department
P.O. Box 3301
South Hackensack, NJ 07606
Attn: Reorganization Department

By Hand:
Reorganization
Department
480 Washington
Boulevard
27th Floor
Jersey City, NJ
07310
Attn: Reorganization
Department

By Overnight Mail:
Reorganization
Department
480 Washington
Boulevard
27th Floor
Mail Drop—Reorg
Jersey City, NJ
07310
Attn: Reorganization
Department

By Facsimile Transmission:

(For Eligible Institutions Only)
(201) 680-4626
Confirm Facsimile Transmission:
(201) 680-4860

ALL QUESTIONS REGARDING THE OFFER SHOULD BE DIRECTED TO THE INFORMATION AGENT, GEORGESON INC., AT THE ADDRESSES AND TELEPHONE NUMBERS AS SET FORTH ON THE BACK COVER PAGE OF THE OFFER TO PURCHASE.

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE FOR THE DEPOSITARY WILL NOT CONSTITUTE A VALID DELIVERY.

THIS LETTER OF TRANSMITTAL AND THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

You must sign this Letter of Transmittal in the appropriate space provided below, with signature guarantee if required, and complete the Substitute Form W-9 set forth below, if required.

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction.

This Letter of Transmittal is to be used if certificates are to be forwarded herewith or, unless an Agent's Message (as defined in the Offer to Purchase) is utilized, if delivery of Shares (as defined below) is to be made by book-entry transfer to the Depositary's account at The Depository Trust Company, the Book-Entry Transfer Facility, pursuant to the procedures set forth in Section 4 of the Offer to Purchase.

DESCRIPTION OF SHARES TENDERED

Name(s) and Address(es) of Registered Holder(s) (Please Fill in, if Blank, Exactly as Name(s) Appear(s) on Share Certificate(s))	**Shares Tendered (Attach additional list if necessary)**		
	Certificate Number(s)*	**Total Number of Shares Represented by Certificate(s)***	**Number of Shares Tendered****
	Total Shares		

* Need not be completed by stockholders tendering by book-entry transfer.
** Unless otherwise indicated, it will be assumed that all Shares represented by any certificates delivered to the Depositary are being tendered. See Instruction 4.

Holders of outstanding shares of common stock, par value $0.002 per share (the "Shares"), of MapInfo Corporation, whose certificates for such shares are not immediately available or who cannot deliver such certificates and all other required documents to the Depositary on or prior to the expiration of the Offer, or who cannot complete the procedure for book-entry transfer on a timely basis, must tender their Shares according to the guaranteed delivery procedure set forth in Section 4 of the Offer to Purchase. See Instruction 2. **Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the Depositary.**

NOTE: SIGNATURES MUST BE PROVIDED BELOW PLEASE READ ACCOMPANYING INSTRUCTIONS CAREFULLY

¨ **CHECK HERE IF SHARE CERTIFICATES HAVE BEEN MUTILATED, LOST, STOLEN OR DESTROYED, SEE INSTRUCTION 9.**

¨ **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE DEPOSITARY'S ACCOUNT AT THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:**

Name of Tendering Institution _____

Account Number _____

Transaction Code Number _____

¨ **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:**

Name(s) of Tendering Stockholder(s) _____

Date of Execution of Notice of Guaranteed Delivery _____, 2007

Name of Institution which Guaranteed Delivery _____

If delivery is by book-entry transfer:

Name of Tendering Institution _____

Account Number _____

Transaction Code Number _____

Ladies and Gentlemen:

The undersigned hereby tenders to Magellan Acquisition Corp., a Delaware corporation (the "**Purchaser**") and a wholly-owned subsidiary of Pitney Bowes Inc., a Delaware corporation ("**Pitney Bowes**"), the above-described shares of common stock, par value $0.002 per share, (the "**Shares**") of MapInfo Corporation, a Delaware corporation (the "**Company**"), pursuant to the Purchaser's offer to purchase all outstanding Shares at $20.25 per Share in cash, without interest, less any required withholding and transfer taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase dated March 22, 2007, receipt of which is hereby acknowledged, and in this Letter of Transmittal (which together as amended from time to time constitute the "**Offer**"). The Offer expires at 12:00 midnight, New York City time, on Wednesday, April 18, 2007, unless extended as described in the Offer to Purchase (as extended, the "**Expiration Date**"). The Purchaser reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its affiliates the right to purchase Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve us of our obligations under the Offer or prejudice your rights to receive payment for Shares validly tendered and accepted for payment.

Upon the terms and subject to the conditions of the Offer and effective upon acceptance for payment of and payment for the Shares tendered herewith, the undersigned hereby sells, assigns and transfers to, or upon the order of, the Purchaser all right, title and interest in and to all the Shares that are being tendered hereby (and any and all other Shares or other securities issued or issuable in respect thereof on or after March 22, 2007) and appoints the Depositary the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and all such other Shares or securities), with full power of substitution (such power of attorney being deemed to be a revocable power coupled with an interest), to (i) deliver certificates for such Shares (and all such other Shares or securities), or transfer ownership of such Shares (and all such other Shares or securities) on the account books maintained by The Depository Trust Company (the "**Book-Entry Transfer Facility**"), together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of the Purchaser, (ii) present such Shares (and all such other Shares or securities) for transfer on the books of the Company and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and all such other Shares or securities), all in accordance with the terms of the Offer.

The undersigned hereby irrevocably appoints each of Amy C. Corn and Bruce P. Nolop the attorneys and proxies of the undersigned, each with full power of substitution, to exercise all voting and other rights of the undersigned in such manner as each such attorney and proxy or his substitute shall in his sole discretion deem proper, with respect to all of the Shares tendered hereby which have been accepted for payment by the Purchaser and payment for the shares tendered prior to the time of any vote or other action (and any and all other Shares or other securities issued or issuable in respect thereof on or after March 22, 2007), at any meeting of stockholders of the Company (whether annual or special and whether or not an adjourned meeting), or otherwise. This proxy is irrevocable and is granted in consideration of, and is effective upon, the acceptance for payment of such Shares by the Purchaser and payment for the shares tendered in accordance with the terms of the Offer. Such acceptance for payment and payment for the shares tendered shall revoke any other proxy granted by the undersigned at any time with respect to such Shares (and all such other Shares or securities), and no subsequent proxies will be given by the undersigned (and if given, will not be deemed to be effective).

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered herein (and any and all other Shares or other securities issued or issuable in respect thereof on or after March 22, 2007) and that when the same are accepted for payment by the Purchaser, the Purchaser will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or the Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby (and all such other Shares or securities).

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer, this tender is irrevocable.

The undersigned understands that tenders of Shares pursuant to any one of the procedures described in Section 4 of the Offer to Purchase and in the instructions hereto will constitute an agreement between the undersigned and the Purchaser upon the terms and subject to the conditions of the Offer.

Unless otherwise indicated under "Special Payment Instructions", please issue the check for the purchase price of any Shares purchased, and return any Shares not tendered or not purchased, in the name(s) of the undersigned (and, in the case of Shares tendered by book-entry transfer, by credit to the account at the Book-Entry Transfer Facility). Similarly, unless otherwise indicated under "Special Delivery Instructions", please mail the check for the purchase price of any Shares purchased and any certificates for Shares not tendered or not purchased (and accompanying documents, as appropriate) to the undersigned at the address shown below the undersigned's signature(s). In the event that both "Special Payment Instructions" and "Special Delivery Instructions" are completed, please issue the check for the purchase price of any Shares purchased and return any Shares not tendered or not purchased in the name(s) of, and mail said check and any certificates to, the person(s) so indicated. The undersigned recognizes that the Purchaser has no obligation, pursuant to the "Special Payment Instructions", to transfer any Shares from the name of the registered holder(s) thereof if the Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 6, 7 and 8)

To be completed ONLY if the check for the purchase price of Shares purchased (less the amount of any applicable federal income, backup withholding and transfer tax required to be withheld) or certificates for Shares not tendered or not purchased are to be issued in the name of someone other than the undersigned.

Issue ¨check ¨ certificates to:

Name

(Please Print)

Address

(Zip Code)

Taxpayer Identification Number

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 6, 7 and 8)

To be completed ONLY if the check for the purchase price of Shares purchased (less the amount of any applicable federal income, backup withholding and transfer tax required to be withheld) or certificates for Shares not tendered or not purchased are to be mailed to someone other than the undersigned or to the undersigned at an address other than that shown below the undersigned's signature(s).

Mail ¨ check ¨ certificates to:

Name

(Please Print)

Address

(Zip Code)

SIGN HERE

(Please complete Substitute Form W-9 below)

_____

_____

Signature(s) of Stockholder(s)

Dated , 2007

Name(s) _____

_____

(Please Print)

Capacity (full title) _____

Address _____

(Zip Code)

Area Code and Telephone Number _____

(Must be signed by registered holder(s) exactly as name(s) appear(s) on stock certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5.)

Guarantee of Signature(s)

(If required; see Instructions 1 and 5)
(For use by Eligible Institutions only. Place medallion guarantee in space below)

Name of Firm _____

Address _____

_____

(Zip Code)

Authorized Signature _____

Name _____

(Please Print)

Area Code and Telephone Number _____

Dated _____, 2007

SUBSTITUTE
Form W-9

Department of the Treasury
Internal Revenue Service

Payer's Request for Taxpayer Identification No.

Name (as shown on your income tax return)

Business Name, if different from above

Check appropriate box:

¨ **Individual/Sole proprietor** ¨ **Corporation** ¨ **Partnership** **Other**____

Address (number, street, and apt. or suite no.)

City, state and ZIP code

PART I Taxpayer Identification No—For All Accounts

Enter your taxpayer identification number in the appropriate box. For most individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. If you do not have a number, see "How to Obtain a TIN" in the enclosed *Guidelines*.

Note: If the account is in more than one name, see the chart in the enclosed *Guidelines* to determine what number to enter.

Part II For Payees Exempt From Backup Withholding (see enclosed Guidelines)

Social Security Number

or

Employer Identification Number

For Payees Exempt from Backup Withholding—Check the box if you are NOT subject to backup withholding. ¨

PART III—Certification. Under penalties of perjury, I certify that:

(1) Thenumber shown on this form is my correct taxpayer identification number or I am waiting for a number to be issued to me;

(2) Iam not subject to backup withholding either because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

(3) Iam a U.S. person (including a U.S. resident alien).

Certification Instructions—You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SIGNATURE _____ DATE _____, 2007

NOTE: FAILURE TO COMPLETE THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE MERGER. IN ADDITION, FAILURE TO PROVIDE SUCH INFORMATION MAY RESULT IN A PENALTY IMPOSED BY THE INTERNAL REVENUE SERVICE. PLEASE REVIEW THE ENCLOSED *GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9* FOR ADDITIONAL DETAILS.

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Offer

1. *Guarantee of Signatures.* Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a financial institution (including most banks, savings and loan associations and brokerage houses) that is a member of a recognized Medallion Program approved by The Securities Transfer Association, Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange, Inc. Medallion Signature Program (MSP) or any other "eligible guarantor institution" (as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended) (each an **"Eligible Institution").** Signatures on this Letter of Transmittal need not be guaranteed (i) if this Letter of Transmittal is signed by the registered holder(s) of the Shares (which term, for purposes of this document, shall include any participant in the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of Shares) tendered herewith and such holder(s) has not completed the box entitled "Special Payment Instructions" on this Letter of Transmittal or (ii) if such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. *Delivery of Letter of Transmittal and Shares.* This Letter of Transmittal is to be used either if certificates are to be forwarded herewith or, unless an Agent's Message is utilized, if delivery of Shares is to be made by book-entry transfer pursuant to the procedures set forth in Section 4 of the Offer to Purchase. Certificates for all physically delivered Shares, or a confirmation of a book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility of all Shares delivered electronically, as well as a properly completed and duly executed Letter of Transmittal (or facsimile thereof or, in the case of a book-entry transfer, an Agent's Message) and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth on the front page of this Letter of Transmittal by the Expiration Date. Stockholders who cannot deliver their Shares and all other required documents to the Depositary by the Expiration Date must tender their Shares pursuant to the guaranteed delivery procedure set forth in Section 4 of the Offer to Purchase. Pursuant to such procedure: (i) such tender must be made by or through an Eligible Institution, (ii) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by the Purchaser must be received by the Depositary by the Expiration Date and (iii) the certificates for all physically delivered Shares, or a confirmation of a book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility of all Shares delivered electronically, as well as a properly completed and duly executed Letter of Transmittal (or facsimile thereof or, in the case of a book-entry delivery, an Agent's Message) and any other documents required by this Letter of Transmittal, must be received by the Depositary within three the New York Stock Exchange trading days after the date of execution of such Notice of Guaranteed Delivery, all as provided in Section 4 of the Offer to Purchase.

The method of delivery of Shares and all other required documents, including through the Book-Entry Transfer Facility, is at the option and risk of the tendering stockholder. If certificates for Shares are sent by mail, registered mail with return receipt requested, properly insured, is recommended.

No alternative, conditional or contingent tenders will be accepted, and no fractional Shares will be purchased. By executing this Letter of Transmittal (or facsimile thereof), the tendering stockholder waives any right to receive any notice of the acceptance for payment of the Shares.

3. *Inadequate Space*. If the space provided herein is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate schedule attached hereto.

4. *Partial Tenders (not applicable to stockholders who tender by book-entry transfer)*. If fewer than all the Shares represented by any certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Number of Shares Tendered". In such case, a new certificate for the remainder of the Shares represented by the old certificate will be issued and sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the boxes entitled "Special Payment Instructions" or

"Special Delivery Instructions", as the case may be, on this Letter of Transmittal, as promptly as practicable following the expiration or termination of the Offer. All Shares represented by certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. *Signatures on Letter of Transmittal; Stock Powers and Endorsements*. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the certificates without alteration, enlargement or any change whatsoever.

If any of the Shares tendered hereby is held of record by two or more persons, all such persons must sign this Letter of Transmittal.

If any of the Shares tendered hereby are registered in different names on different certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of certificates or separate stock powers are required unless payment of the purchase price is to be made, or Shares not tendered or not purchased are to be returned, in the name of any person other than the registered holder(s). Signatures on any such certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares tendered hereby, certificates must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered holder(s) appear(s) on the certificates for such Shares. Signature(s) on any such certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal or any certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Purchaser of the authority of such person so to act must be submitted.

6. *Stock Transfer Taxes*. Any stock transfer taxes due with respect to the sale and transfer of any Shares pursuant to the Offer will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes, or exemption therefrom, is submitted herewith.

7. *Special Payment and Delivery Instructions*. If the check for the purchase price of any Shares purchased is to be issued, or any Shares not tendered or not purchased are to be returned, in the name of a person other than the person(s) signing this Letter of Transmittal or if the check or any certificates for Shares not tendered or not purchased are to be mailed to someone other than the person(s) signing this Letter of Transmittal or to the person(s) signing this Letter of Transmittal at an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed. Stockholders tendering Shares by book-entry transfer may request that Shares not purchased be credited to such account at the Book-Entry Transfer Facility as such stockholder may designate under "Special Payment Instructions". If no such instructions are given, any such Shares not purchased will be returned by crediting the account at the Book-Entry Transfer Facility designated above.

8. *Substitute Form W-9*. Under the U.S. federal income tax laws, the Depositary will be required to withhold 28% of the amount of any payments made to certain stockholders pursuant to the Offer. To prevent such backup withholding, each tendering stockholder, and, if applicable, each other payee, must provide the Depositary with such stockholder's or payee's correct taxpayer identification number and certify that such stockholder or payee is not subject to such backup withholding by completing the Substitute Form W-9 set forth on page 6 certifying that the taxpayer identification number is correct, the stockholder or payee is a U.S. person and the stockholder payee is not subject to backup withholding or has an adequate basis for exemption.

Certain stockholders or payees (including, among others, most corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order to satisfy the Depositary that a foreign individual qualifies as an exempt recipient, such stockholder or payee must submit a Form W-8BEN Certificate of Foreign Status (or other applicable Form W-8) to the Depositary. Such certificates can be obtained from the Depositary.

For further information concerning backup withholding and instructions for completing the Substitute Form W-9 (including how to obtain a taxpayer identification number if you do not have one and how to complete the Substitute Form W-9 if Shares are held in more than one name), consult the enclosed *Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9*.

Failure to complete the Substitute Form W-9 will not, by itself, cause Shares to be deemed invalidly tendered, but may require the Depositary to withhold 28% of the amount of any payments made pursuant to the Offer. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained provided that the required information is furnished to the Internal Revenue Service. **Failure to complete and return the Substitute Form W-9 may result in backup withholding of 28% of any payments made to you pursuant to the Offer. Please review the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional details.**

9. *Mutilated, Lost, Stolen or Destroyed Certificates*. If the certificate(s) representing Shares to be tendered have been mutilated, lost, stolen or destroyed, stockholders should (i) complete this Letter of Transmittal and check the appropriate box above and (ii) contact the Depositary immediately by calling Mellon Investor Services LLC, at (201) 680-4971. The Depositary will provide such holder with all necessary forms and instructions to replace any such mutilated, lost, stolen or destroyed certificates. The stockholder may be required to give Purchaser a bond as indemnity against any claim that may be made against it with respect to the certificate(s) alleged to have been mutilated, lost, stolen or destroyed.

10. *Requests for Assistance or Additional Copies*. Requests for assistance or additional copies of the Offer to Purchase and this Letter of Transmittal may be obtained from the Information Agent or the Depositary at their respective addresses or telephone numbers set forth below.

The Information Agent for the Offer is:



17 State Street, 10th Floor
New York, NY 10004
Banks and Brokers Please Call: (212) 440-9800
Stockholders Call Toll-Free: (800) 356-1784

The Depositary for the Offer is:

MELLON INVESTOR SERVICES LLC

By Mail:

Reorganization Department
P.O. Box 3301
South Hackensack, NJ 07606
Attn: Reorganization Department

By Hand:

Reorganization Department
480 Washington Boulevard
27th Floor
Jersey City, NJ 07130
Attn: Reorganization Department

By Facsimile Transmission:

(For Eligible Institutions Only):
(201) 680-4626
Confirm Facsimile Transmission:
(201) 680-4860

By Overnight Mail:

Reorganization Department
480 Washington Boulevard
27th Floor
Mail Drop—Reorg
Jersey City, NJ 07310
Attn: Reorganization Department

NOTICE OF GUARANTEED DELIVERY
To Tender Shares of Common Stock
of
MAPINFO CORPORATION
Pursuant to the Offer to Purchase dated March 22, 2007
by
MAGELLAN ACQUISITION CORP.
a wholly-owned subsidiary of
PITNEY BOWES INC.

This form, or a substantially equivalent form, must be used to accept the Offer (as defined below) if the certificates for shares of common stock, par value $0.002 per share, of MapInfo Corporation and any other documents required by the Letter of Transmittal cannot be delivered to the Depositary by the expiration of the Offer. Such form may be delivered by hand, or transmitted by telegram, telex facsimile transmission, or mail to the Depositary. See Section 4 of the Offer to Purchase.

The Depositary for the Offer is:

MELLON INVESTOR SERVICES LLC

By Mail:	*By Hand:*	*By Overnight Mail:*
Reorganization Department P.O. Box 3301 South Hackensack, NJ 07606 Attn: Reorganization Department	Reorganization Department 480 Washington Boulevard 27th Floor Jersey City, NJ 07310 Attn: Reorganization Department	Reorganization Department 480 Washington Boulevard 27th Floor Mail Drop—Reorg. Jersey City, NJ 07310 Attn: Reorganization Department

By Facsimile Transmission:

(For Eligible Institutions Only):
(201) 680-4626

Confirm Facsimile Transmission:
(201) 680-4860

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE NUMBER OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an Eligible Institution under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

¨ **CHECK HERE IF SHARE CERTIFICATES HAVE BEEN MUTILATED, LOST, STOLEN OR DESTROYED. SEE INSTRUCTION 9 OF THE LETTER OF TRANSMITTAL.**

Ladies and Gentlemen:

The undersigned hereby tenders to Magellan Acquisition Corp., a Delaware Corp. (the **"Purchaser")** and a wholly-owned subsidiary of Pitney Bowes Inc., a Delaware Corp. **("Pitney Bowes")**, upon the terms and subject to the conditions set forth in the Offer to Purchase dated March 22, 2007 and the related Letter of Transmittal (which, together with any amendments and supplements thereto, collectively constitute the **"Offer")**, receipt of which is hereby acknowledged, shares of common stock, par value $0.002 per share, (the **"Shares")** of MapInfo Corporation, a Delaware Corp. (the **"Company"**), pursuant to the guaranteed delivery procedure set forth in Section 4 of the Offer to Purchase.

Certificate Numbers (if available):

_____

_____

_____

_____

_____
SIGN HERE

_____
Signature(s)

_____
(Name(s) (Please Print)

_____
(Addresses)

_____
(Zip Code)

_____
(Area Code and Telephone Number)

If delivery will be by book-entry transfer:

Name of Tendering Institution _____

Account Number _____

GUARANTEE

(Not to be used for signature guarantee)

The undersigned, a firm which is a bank, broker, dealer, credit union, savings association or other entity which is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange, Inc. Medallion Signature Program (MSP) or any other "eligible guarantor institution" (as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended), guarantees (i) that the above named person(s) "own(s)" the Shares tendered hereby within the meaning of Rule 14e-4 under the Securities Exchange Act of 1934, (ii) that such tender of Shares complies with Rule 14e-4 and (iii) to deliver to the Depositary the Shares tendered hereby, together with a properly completed and duly executed Letter(s) of Transmittal (or facsimile(s) thereof) and certificates for the Shares to be tendered or an Agent's Message (as defined in the Offer to Purchase) in the case of a book-entry delivery, and any other required documents, all within three Nasdaq National Market trading days of the date hereof.

_____

(Name of Firm)

_____

(Address)

_____

(Zip Code)

_____

(Authorized Signature)

_____

(Name)

_____

(Area Code and Telephone Number)

Dated , 2007.

Exhibit (a) (1) (iv)

Offer to Purchase for Cash All Outstanding Shares of Common Stock of
MAPINFO CORPORATION
at $20.25 Net Per Share by MAGELLAN ACQUISITION CORP.
a wholly-owned subsidiary of PITNEY BOWES INC.

March 22, 2007

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

Magellan Acquisition Corp., a Delaware corporation (the **"Purchaser"**) and a wholly-owned subsidiary of Pitney Bowes Inc., a Delaware corporation, is making an offer to purchase all outstanding shares of common stock, par value $0.002 per share, (the **"Shares"**) of MapInfo Corporation, a Delaware corporation, at $20.25 per Share in cash, without interest, less any required withholding and transfer taxes, upon the terms and subject to the conditions set forth in the Purchaser's Offer to Purchase dated March 22, 2007, and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the **"Offer"**).

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. **Offer to Purchase**, dated March 22, 2007;

2. **Letter of Transmittal**, including a Substitute Form W-9, for your use and for the information of your clients;

3. **Notice of Guaranteed Delivery** to be used to accept the Offer if the Shares and all other required documents cannot be delivered to Mellon Investor Services LLC, the Depositary for the Offer, by the expiration of the Offer;

4. **A form of letter which may be sent to your clients** for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer;

5. **Guidelines for Certification of Taxpayer Identification Number** on Substitute Form W-9 providing information relating to backup federal income tax withholding; and

6. **Return envelope** addressed to the Depositary.

WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE.

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK TIME, ON WEDNESDAY, APRIL 18, 2007, UNLESS THE OFFER IS EXTENDED AS DESCRIBED IN THE OFFER TO PURCHASE.

The Purchaser will not pay any fees or commissions to any broker, dealer or other person (other than the Information Agent or the Depositary as described in the Offer to Purchase) for soliciting tenders of Shares pursuant to the Offer. The Purchaser will, however, upon request, reimburse brokers, dealers, banks and trust companies for reasonable and necessary costs and expenses incurred by them in forwarding materials to their customers. The Purchaser will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, subject to Instruction 6 of the Letter of Transmittal.

In order to accept the Offer a duly executed and properly completed Letter of Transmittal and any required signature guarantees, or an Agent's Message (as defined in the Offer to Purchase) in connection with a book-entry delivery of Shares, and any other required documents, should be sent to the Depositary by 12:00 midnight, New York City time, on Wednesday, April 18, 2007.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from, the Information Agent or the undersigned at the addresses and telephone numbers set forth on the back cover of the Offer to Purchase.

Very truly yours,

PITNEY BOWES INC.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU THE AGENT OF MAGELLAN ACQUISITION CORP., PITNEY BOWES INC., THE INFORMATION AGENT OR THE DEPOSITARY, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS CONTAINED THEREIN.

Offer to Purchase for Cash All Outstanding Shares of Common Stock
of
MAPINFO CORPORATION
at $20.25 Net Per Share
by
MAGELLAN ACQUISITION CORP.
a wholly-owned subsidiary of
PITNEY BOWES INC.

March 22, 2007

To Our Clients:

Enclosed for your consideration are the Offer to Purchase dated March 22, 2007 and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the **"Offer"**) in connection with the offer by Magellan Acquisition Corp., a Delaware corporation (the **"Purchaser"**) and a wholly-owned subsidiary of Pitney Bowes Inc., a Delaware corporation **("Pitney Bowes")**, to purchase for cash all outstanding shares of common stock, par value $0.002 per share (the **"Shares"**), of MapInfo Corporation, a Delaware corporation (the **"Company"**). We are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. The Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.

We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the Offer to Purchase and the Letter of Transmittal.

Your attention is directed to the following:

1. The tender price is $20.25 per Share in cash, without interest, less any required withholding and transfer taxes.

2. The Offer and withdrawal rights expire at 12:00 midnight, New York time, on Wednesday, April 18, 2007, unless extended (as extended, the **"Expiration Date"**).

3. The Offer is conditioned upon, among other things, (i) there being validly tendered and not properly withdrawn before the expiration of the Offer the number of Shares which, together with the Shares then owned by Pitney Bowes and its subsidiaries (including the Purchaser), represents at least a majority of the total number of Shares then outstanding on a fully diluted basis, and (ii) any waiting periods, approvals or clearances under applicable antitrust laws having expired, been terminated or been obtained. The Offer is not conditioned upon Pitney Bowes or the Purchaser obtaining financing.

4. Any stock transfer taxes applicable to the sale of Shares to the Purchaser pursuant to the Offer will be paid by the Purchaser, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

If you wish to have us tender any or all of your Shares, please so instruct us by completing, executing, detaching and returning to us the instruction form below. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, all such Shares will be tendered unless otherwise specified on the instruction form. Your instructions should be forwarded to us in ample time to permit us to submit a tender on your behalf by the Expiration Date.

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction.

Payment for Shares purchased pursuant to the Offer will in all cases be made only after timely receipt by Mellon Investor Services LLC (the "**Depositary**") of (i) certificates representing the Shares tendered or timely confirmation of the book-entry transfer of such Shares into the account maintained by the Depositary at The Depository Trust Company (the "**Book-Entry Transfer Facility**"), pursuant to the procedures set forth in Section 4 of the Offer to Purchase, (ii) the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees or an Agent's Message (as defined in the Offer to Purchase), in connection with a book-entry delivery, and (iii) any other documents required by the Letter of Transmittal. Accordingly, payment may not be made to all tendering stockholders at the same time depending upon when certificates for or confirmations of book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility are actually received by the Depositary.

Instruction Form with Respect to Offer to Purchase for Cash All Outstanding Shares of Common Stock
of
MapInfo Corporation
by
Magellan Acquisition Corp.

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase dated March 22, 2007, and the related Letter of Transmittal, in connection with the offer by Magellan Acquisition Corp. to purchase all outstanding shares of common stock, par value $0.002 per share (the **"Shares"**), of MapInfo Corporation.

This will instruct you to tender the number of Shares indicated below held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer to Purchase and the related Letter of Transmittal.

Number of Shares to be Tendered

_____Shares*

Dated _____, 2007

SIGN HERE

_____
Signature(s)

_____
Name(s)

_____
Address(es)

_____
(Zip Code)

* Unless otherwise indicated, it will be assumed that all Shares held for the undersigned's account are to be tendered.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

Guidelines for Determining the Proper Identification Number to Give the Payer—Social Security numbers have nine digits separated by two hyphens: *i.e.*, 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: *i.e.*, 00-0000000. The table below will help determine the number to give the payer. All "Section" references are to the Internal Revenue Code of 1986, as amended. "IRS" is the Internal Revenue Service.

For this type of account	Give the Social Security number of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
4. a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)
b. So-called trust account that is not a legal or valid trust under State law	The actual owner(1)
5. Sole proprietorship account	The owner(3)

For this type of account	Give the Employer Identification number of:
1. A valid trust, estate, or pension trust	Legal entity(4)
2. Corporate account or LLC electing corporate status	The corporation
3. Association, club, religious, charitable, educational or other tax-exempt organization	The organization
4. Partnership or multi-member LLC	The partnership
5. A broker or registered nominee	The broker or nominee
6. Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district or prison) that receives agricultural program payments	The public entity
7. Sole proprietorship or single member LLC	The owner(3)

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.
2 Circle the minor's name and furnish the minor's social security number.
3 You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your social security number or employer identification number (if you have one).
4 List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

How to Obtain a TIN

If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service ("IRS") and apply for a number. You may get such forms at www.irs.gov or by calling 1 800 TAX-FORM (1-800-829-3676)

Payees Exempt from Backup Withholding

Payees specifically exempt from backup withholding include the following:

1. An organization exempt from tax under section 501(a), an individual retirement account (IRA) or a custodial account under section 403(b)(7) if the account satisfies the requirements of Section 401(f)(2).
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities.
5. An international organization or any of its agencies or instrumentalities.

Payees that **may be exempt** from backup withholding include:

6. A corporation.
7. A foreign central bank of issue.
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
9. A futures commission merchant registered with the Commodity Futures Trading Commission.
10. A real estate investment trust.
11. An entity registered at all times during the tax year under the Investment Company Act of 1940.
12. A common trust fund operated by a bank under section 584(a).
13. A financial institution.
14. A middleman known in the investment community as a nominee or custodian.
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows two of the types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person who regularly acts as a broker and who is registered under the Investment Advisers Act of 1940

Exempt payees should complete the Substitute Form W-9 to avoid possible erroneous backup withholding. FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, CHECK THE APPROPRIATE BOX FOR YOUR STATUS, CHECK THE BOX IN PART 2 OF THE ATTACHED SUBSTITUTE FORM W-9 ("FOR PAYEES EXEMPT FROM BACKUP WITHHOLDING"), SIGN AND DATE THE FORM, AND RETURN IT TO THE PAYER. Foreign payees who are not subject to backup withholding should complete the appropriate IRS Form W-8 and return it to the payer.

Privacy Act Notice

Section 6109 requires most recipients of dividend, interest or other payments to give their correct taxpayer identification numbers to payers who must report such payments to the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of tax returns. It may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. It may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, and to federal law enforcement and intelligence agencies to combat terrorism.

You must provide payers with your taxpayer identification number whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties

(1) Penalty for Failure to Furnish Taxpayer Identification Number—If you fail to furnish your correct taxpayer identification number to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) Civil Penalty for False Information With Respect to Withholding—If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.

(3) Criminal Penalty for Falsifying Information—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

(4) Misuse of TINs—If the requestor discloses or uses taxpayer identification numbers in violation of federal law, the requestor may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

Exhibit (a) (1) (vii)

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made solely by the Offer to Purchase dated March 22, 2007 and the related Letter of Transmittal and any amendments or supplements thereto. The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction. In those jurisdictions where the applicable laws require that the Offer be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of the Purchaser by J.P. Morgan Securities Inc. or one or more registered brokers or dealers licensed under the laws of such jurisdiction.

Notice of Offer to Purchase
All Outstanding Shares Common Stock

of

MapInfo Corporation
at

$20.25 Net Per Share

by

Magellan Acquisition Corp.

a wholly-owned subsidiary of

Pitney Bowes Inc.

Magellan Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly-owned subsidiary of Pitney BowesInc., a Delaware corporation ("Pitney Bowes"), is offering to purchase all of the outstanding shares of common stock, $0.002 par value per share (the "Shares"), of MapInfo Corporation, a Delaware corporation (the "Company"), at $20.25 per Share in cash, without interest, less any applicable withholding and transfer taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase dated March 22, 2007 (the "Offer to Purchase"), and in the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer").

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON WEDNESDAY, APRIL 18, 2007, UNLESS THE OFFER IS EXTENDED AS DESCRIBED IN THE OFFER TO PURCHASE.

This Offer is being made pursuant to an Agreement and Plan of Merger (the "Merger Agreement") dated March 14, 2007 among Pitney Bowes, the Purchaser and the Company. The Merger Agreement provides, among other things, that as soon as practicable after the consummation of the Offer and the satisfaction or waiver of certain conditions in the Merger Agreement, the Purchaser will merge with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and a wholly-owned subsidiary of Pitney Bowes. In the Merger, each issued and outstanding share (other than the Shares held by a holder who has not voted in favor of adoption of the Merger Agreement or the Merger and who has demanded appraisal for such Shares in accordance with the Delaware General Corporation Law and any Shares held by the Company, the Purchaser, Pitney Bowes and any of its subsidiaries) will be converted into the right to receive the Offer price, without interest. The Merger Agreement is more fully described in the Section 14 of the Offer to Purchase.

The Board of Directors of the Company has unanimously, among other things, (i) determined that the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, to be fair to and in the best interests of the Company and the stockholders of the Company, (ii) approved and declared advisable the Merger Agreement and the transactions contemplated thereby, and (iii) recommended that the Company's stockholders tender their Shares in the Offer and, if required by applicable law, adopt the Merger Agreement.

The Offer is conditioned upon, among other things, (i) there being validly tendered and not properly withdrawn before the expiration of the Offer the number of Shares which, together with the Shares then owned by Pitney Bowes and its subsidiaries (including the Purchaser), represents at least a majority of the total number of Shares outstanding on a fully diluted basis and (ii) any waiting periods, approvals or clearances under applicable antitrust laws, including the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended, having expired, been terminated or been obtained. The Offer is also subject to other conditions described in the Offer to Purchase. There is no financing condition to the Offer.

If by 12:00 midnight, New York City time, on Wednesday, April 18, 2007, (or any later time to which the Purchaser, subject to the terms of the Merger Agreement, extends the period of time during which the Offer is open (the "Expiration Date")) any condition to the Offer is not satisfied or waived on any scheduled Expiration Date, the Purchaser will, at the request of the Company, extend the Expiration Date for one or more periods (not in excess of ten business days each), until all of the conditions are satisfied or waived, provided that the Offer will not be extended beyond September 14, 2007. The Purchaser will also extend the offer for any period required by any applicable law, including any rule, regulation, interpretation or position of the Securities and Exchange Commission or the staff thereof. Any extension of the Offer will be followed by a public announcement of such extension no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date. During any such extension, all Shares previously tendered and not properly withdrawn will remain subject to the Offer, subject to the rights of a tendering stockholder to withdraw such stockholder's Shares.

After the expiration of the Offer, if all of the conditions to the Offer have been satisfied or waived, but less than 90% of the Shares have been validly tendered and not properly withdrawn, the Purchaser may, subject to certain conditions, include a subsequent offering period to permit additional tenders of Shares. No withdrawal rights apply to Shares tendered in a subsequent offering period, and no withdrawal rights apply during a subsequent offering period with respect to Shares previously tendered in the Offer and accepted for payment. The Purchaser does not currently intend to include a subsequent offering period, although the Purchaser reserves the right to do so.

For purposes of the Offer, the Purchaser shall be deemed to have accepted for payment tendered Shares when, as and if the Purchaser gives oral or written notice to Mellon Investor Services LLC (the "Depositary"), the depositary for the Offer, of its acceptance for payment of the tenders of such Shares. Payment for Shares accepted for payment pursuant to the Offer will be made only after a timely receipt by the Depositary of (i) certificates for such Shares (or confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility (as defined in the Offer to Purchase)), (ii) a properly completed and duly executed Letter of Transmittal (or facsimile thereof) and (iii) any other required documents. **Under no circumstances will the Purchaser pay interest on the consideration paid for Shares pursuant to the Offer, regardless of any delay in making such payment.**

Tenders of Shares made pursuant to the Offer may be withdrawn at any time prior to the Expiration Date. Thereafter, such tenders are irrevocable, except that they may be withdrawn after May 21, 2007 unless such Shares have been accepted for payment as provided in the Offer to Purchase. To withdraw tendered Shares, a written or facsimile transmission notice of withdrawal with respect to such Shares must be timely received by the Depositary at one of its addresses set forth on the back cover of the Offer to Purchase, and the notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of Shares, if different from that of the person who tendered such Shares. If the Shares to be withdrawn have been delivered to the Depositary, a signed notice of withdrawal (except in the case of Shares tendered by an Eligible Institution (as defined in the Offer to Purchase)) with signatures guaranteed by an Eligible Institution must be submitted before the release of such Shares. In addition, such notice must specify, in the case of Shares tendered by delivery of certificates, the name of the registered holder (if different from that of the tendering stockholder) and the serial numbers shown on the particular certificates evidencing the Shares to be withdrawn or, in the case of Shares tendered by book-entry transfer, the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares.

The information required to be disclosed by paragraph (d)(1) of Rule 14d-6 of the General Rules and Regulations under the Securities Exchange Act of 1934 is contained in the Offer to Purchase and the related Letter of Transmittal and is incorporated herein by reference.

The Offer to Purchase, the related Letter of Transmittal and other relevant materials will be mailed to record holders of Shares and will be furnished to brokers, dealers, banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

The Offer to Purchase, the Letter of Transmittal and other related materials contain important information. Stockholders should carefully read these materials in their entirety before any decision is made with respect to the Offer.

Any questions or requests for assistance may be directed to the Information Agent at the address and telephone number set forth below. Requests for copies of the Offer to Purchase and the related Letter of Transmittal and other tender offer materials may be directed to the Information Agent as set forth below, and copies will be furnished promptly at Purchasers' expense. Stockholders may also contact their broker, dealer, commercial bank, trust company or nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Georgeson

17 State Street, 10th Floor
New York, NY 10004
Banks and Brokers Call: (212) 440-9800
Stockholders Call Toll Free: (800) 356-1784

The Dealer Manager for the Offer is:

JPMorgan

J.P. Morgan Securities Inc.
277 Park Avenue
New York, NY 10172
(212) 622-6821 (Call Collect)
(800) 965-1192 (Call Toll-Free)

March 22, 2007

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 14D-9

SOLICITATION/RECOMMENDATION STATEMENT UNDER SECTION 14(d)(4) OF THE SECURITIES EXCHANGE ACT OF 1934

(Amendment No.)

MapInfo Corporation
(Name of Subject Company)

MapInfo Corporation
(Name of Person Filing Statement)

Common Stock, $0.002 par value per share
(Title of Class of Securities)

565105103
(CUSIP Number of Class of Securities)

Jason W. Joseph, Esq.
General Counsel and Secretary
MapInfo Corporation
One Global View
Troy, New York 12180
(518) 285-6000
(Name, Address and Telephone Number of Persons Authorized to Receive Notices and Communications on Behalf of the Person(s) Filing Statement)

With a Copy to:

Jay E. Bothwick, Esq.
David A. Westenberg, Esq.
Wilmer Cutler Pickering Hale and Dorr LLP
60 State St.
Boston, Massachusetts 02109
(617) 526-6000

¨ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Item 1. Subject Company Information.

Name and Address

The name of the subject company is MapInfo Corporation, a Delaware corporation ("MapInfo" or the "Company"). The address of the principal executive offices of the Company is One Global View, Troy, New York 12180, and the Company's telephone number is (518) 285-6000.

Securities

This Solicitation/Recommendation Statement on Schedule 14D-9 (together with the exhibits and annexes, this "Schedule") relates to the common stock, $0.002 par value per share, of the Company (the "Common Stock"). As of March 12, 2007, there were 21,768,166 shares of Common Stock issued and outstanding.

Item 2. Identity and Background of Filing Person.

Name and Address

The Company is the person filing this Schedule. The information about the Company's business address and business telephone number in Item 1, under the heading "Name and Address," is incorporated herein by reference.

Tender Offer

This Schedule relates to the tender offer by Magellan Acquisition Corp., a Delaware corporation ("Offeror") and wholly-owned subsidiary of Pitney Bowes Inc., a Delaware corporation ("Pitney Bowes" or "Parent"), disclosed in the Tender Offer Statement on Schedule TO (together with the exhibits thereto, as amended, the "Schedule TO"), filed by Offeror and Parent with the Securities and Exchange Commission (the "SEC") on March 22, 2007, pursuant to which Offeror is offering to purchase all of the issued and outstanding shares of Common Stock at a price of $20.25 per share, net to the holder thereof in cash, without interest, less any required withholding and transfer taxes (the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated March 22, 2007 (the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal", which, together with the Offer to Purchase, as each may be amended or supplemented from time to time, constitute the "Offer"). The Offer to Purchase and Letter of Transmittal are filed as Exhibits (a)(1) and (a)(2) hereto, respectively, and are incorporated herein by reference.

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of March 14, 2007 (as such agreement may be amended from time to time, the "Merger Agreement"), among Parent, Offeror and the Company. The Merger Agreement provides, among other things, that following the consummation of the Offer and subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement and in accordance with the Delaware General Corporation Law (the "DGCL"), Offeror will merge with and into the Company (the "Merger"). As a result of the Merger, at the effective time of the Merger (the "Effective Time"), each share of Common Stock that is not tendered pursuant to the Offer will be converted into the right to receive cash in an amount equal to the Offer Price (other than shares of Common Stock that are held by Parent or its subsidiaries, or stockholders, if any, who properly exercise their appraisal rights under the DGCL). Following the Effective Time, the Company will continue as a wholly-owned subsidiary of Parent. A copy of the Merger Agreement is filed as Exhibit (e)(1) hereto and is incorporated herein by reference.

As set forth in the Schedule TO, the address of the principal executive offices of Offeror is One Elmcroft Road, Stamford, Connecticut 06926-0700.

Item 3. Past Contacts, Transactions, Negotiations and Agreements.

Conflicts of Interest

Except as set forth in this Item 3, or in the Information Statement of the Company attached to this Schedule (the "Information Statement") as Annex I or as incorporated by reference herein, as of the date hereof, there are

no material agreements, arrangements or understandings or any actual or potential conflicts of interest between the Company or its affiliates and: (i) its executive officers, directors or affiliates, or (ii) Parent, Offeror, or their respective executive officers, directors or affiliates. The Information Statement is being furnished to the Company's stockholders pursuant to Section 14(f) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 14f-1 promulgated under the Exchange Act, in connection with Offeror's right to designate persons to the Board of Directors of the Company (the "MapInfo Board") other than at a meeting of the stockholders of the Company. The Information Statement is incorporated herein by reference.

In the case of each plan or agreement discussed below to which the term "change in control" applies, the consummation of the Offer would constitute a change in control.

Arrangements with Current Executive Officers and Directors of the Company

Interests of Certain Persons

Certain members of the Company's management and the MapInfo Board may be deemed to have interests in the transactions contemplated by the Merger Agreement that are different from or in addition to their interests as Company stockholders generally. The MapInfo Board was aware of these interests and considered them, among other matters, in approving the Merger Agreement and the transactions contemplated by the Merger Agreement.

Cash Consideration Payable Pursuant to Offer

If the Company's directors and executive officers were to tender the shares of Common Stock that they own for purchase pursuant to the Offer, they would receive the same cash consideration per share of Common Stock on the same terms and conditions as the other stockholders of the Company. As of March 14, 2007, the Company's directors and executive officers beneficially owned in the aggregate 44,480 shares of Common Stock (excluding options to purchase shares of Common Stock). If the directors and executive officers were to tender all 44,480 shares of Common Stock beneficially owned by them for purchase pursuant to the Offer and those shares were accepted for purchase and purchased by Offeror, the directors and officers would receive an aggregate of $900,720 in cash.

In addition, pursuant to the Merger Agreement, any options to purchase shares of Common Stock outstanding immediately prior to the Effective Time will be accelerated in full. At the Effective Time, such options will automatically be cancelled and the holder thereof will be entitled to receive an amount in cash equal to the excess, if any, of the Offer Price over the per share exercise price of such option, multiplied by the number of shares of Common Stock issuable upon exercise of such option. As of March 14, 2007, the Company's directors and executive officers held options to purchase 2,019,010 shares of Common Stock in the aggregate, 645,810 of which were unvested, with exercise prices ranging from $3.21 to $14.21 and an aggregate weighted exercise price of $9.7834 per share. Therefore, at the Effective Time, in consideration for the cancellation of the options held by the directors and officers, the directors and officers would be entitled to receive an aggregate of $19,938,557 in cash.

Cavalier Agreement

On December 7, 2006, the Company entered into an employment agreement with John C. Cavalier (the "Cavalier Agreement"), the term of which commenced on December 7, 2006 and continues until the date of the Company's 2008 annual meeting of stockholders. Pursuant to the Cavalier Agreement, Mr. Cavalier will be paid a base salary of $120,000 per year commencing on February 13, 2007, the date of the Company's 2007 annual meeting of stockholders. From December 7, 2006 through February 13, 2007, Mr. Cavalier was paid a base salary at a rate of $220,000 per year. Pursuant to the Cavalier Agreement, upon a change in control of the Company, where Mr. Cavalier is not the surviving Chairman, or is offered a position not acceptable to him, then, at his option, his employment shall terminate upon such change in control, and he shall be entitled to receive a

severance payment of $120,000, continued health and dental insurance coverage for three years, and all unexpired and unvested stock options to purchase Common Stock issued to Mr. Cavalier prior to December 7, 2006 shall be exercisable immediately as of the date of such change in control. The foregoing summary of the Cavalier Agreement is qualified in its entirety by the full text of the Cavalier Agreement, which is filed herewith as Exhibit (e)(2), and is incorporated herein by reference.

Other Employment Agreements

On December 28, 2006, the Company entered into employment agreements with the following executive officers: Mark P. Cattini, President and Chief Executive Officer; Michael Hickey, Chief Operating Officer; K. Wayne McDougall, Vice President and Chief Financial Officer; George Moon, Chief Technology Officer; and Daniel T. Gerron, Vice President, Business Planning. On December 29, 2006, the Company entered into an employment agreement with James D. Scott, Vice President, Engineering. The following summary of the employment agreements is qualified in its entirety by the full text of the employment agreements, which are filed herewith as Exhibits (e)(3), (e)(4), (e)(5), (e)(6), (e)(7) and (e)(8), and are incorporated herein by reference.

Each of the employment agreements is for a term commencing October 1, 2006 and ending September 30, 2009. Under each employment agreement, if the executive terminates his employment for good reason, as defined in the agreement, he will receive his annual compensation for the remainder of the term of the agreement plus a lump sum payment equivalent to his highest annual remuneration (consisting of base salary and actual incentive compensation) achieved during the immediately preceding three-year period. Upon any change in control of the Company (as defined in the agreement) where the executive is not the surviving executive with the same job title, or is offered a position not acceptable to him, the Company or the controlling company shall pay the executive as severance a lump-sum payment equivalent to two times his highest annual remuneration (consisting of base salary and actual incentive compensation) achieved during the immediately preceding five-year period, and the Company shall continue for a period of three years the executive's health and dental insurance. Under the employment agreements, all unexpired and unvested stock options to purchase Common Stock of the Company shall be exercisable immediately as of the date of such change in control. If the Company terminates the executive's employment for cause (as defined in the agreement), the Company shall pay his full base salary through the date of termination at the rate in effect at the time the notice is given and any incentive compensation earned through the date of termination. If the executive terminates his agreement by resigning prior to the conclusion of its term, he shall receive a payment equal to six months of his then current base salary, provided that the executive is available for transition consulting services for a period of six months. In all events, separation payments are conditioned upon the execution of a general release in favor of the Company.

Pursuant to Mr. Cattini's employment agreement, Mr. Cattini shall be employed in the position of President and Chief Executive Officer and will receive a base salary of $472,500 per annum and he will be eligible to receive incentive compensation of up to 75% of his annual base salary, payable quarterly, based on achieving targeted Company objectives and up to 150% of base salary for achieving above targeted objectives as outlined each fiscal year in Mr. Cattini's approved incentive compensation plan. In the event that Mr. Cattini's employment is terminated for a reason other than cause, Mr. Cattini shall be reimbursed up to $150,000 for the receipted expenses of moving his household and family from New York to the United Kingdom.

Pursuant to Mr. Hickey's employment agreement, Mr. Hickey shall be employed in the position of Chief Operating Officer and will receive a base salary of $310,000 per annum and he will be eligible to receive incentive compensation of up to 75% of his annual base salary, payable quarterly, based on achieving targeted Company objectives and up to 140% of base salary for achieving above targeted objectives as outlined each fiscal year in Mr. Hickey's approved incentive compensation plan.

Pursuant to Mr. McDougall's employment agreement, Mr. McDougall shall be employed in the position of Vice President and Chief Financial Officer and will receive a base salary of $275,000 per annum and he will be eligible to receive incentive compensation of up to 60% of his annual base salary, payable quarterly, based on achieving targeted Company objectives and up to 100% of base salary for achieving above targeted objectives as outlined each fiscal year in Mr. McDougall's approved incentive compensation plan.

Pursuant to Mr. Moon's employment agreement, Mr. Moon shall be employed in the position of Chief Technology Officer and will receive a base salary of $275,228 per annum and he will be eligible to receive incentive compensation of up to 35% of his annual base salary, payable quarterly, based on achieving targeted Company objectives and up to 95% of base salary for achieving above targeted objectives as outlined each fiscal year in Mr. Moon's approved incentive compensation plan.

Pursuant to Mr. Gerron's employment agreement, Mr. Gerron shall be employed in the position of Vice President, Business Planning and will receive a base salary of $181,656 per annum and he will be eligible to receive incentive compensation of up to 35% of his annual base salary, payable quarterly, based on achieving targeted Company objectives and up to 70% of base salary for achieving above targeted objectives as outlined each fiscal year in Mr. Gerron's approved incentive compensation plan.

Pursuant to Mr. Scott's employment agreement, Mr. Scott shall be employed in the position of Vice President, Engineering and will receive a base salary of $169,708 per annum and he will be eligible to receive incentive compensation of up to 35% of his annual base salary, payable quarterly, based on achieving targeted Company objectives and up to 50% of base salary for achieving above targeted objectives as outlined each fiscal year in Mr. Scott's approved incentive compensation plan.

Retention Agreements with Parent

On March 14, 2007, Parent entered into retention agreements (the "Retention Agreements"), which will become effective upon the completion of the Merger, with nine senior employees of the Company, including the following four executive officers: Messrs. Cattini, Hickey, Gerron and Scott (such four executive officers, the "Continuing Executives"). The Retention Agreements will supercede any prior employment agreements, including those described above. The following summary of the Retention Agreements is qualified in its entirety by the full text of the Retention Agreements, which are filed herewith as Exhibits (e)(9), (e)(10), (e)(11) and (e)(12), and are incorporated herein by reference.

The Retention Agreements provide that the Continuing Executives will continue to provide services to the Company following the Merger. The executives, and their titles following the Merger, are: Mark P. Cattini, President of the Company; Michael Hickey, Vice President and General Manager, Pitney Bowes and Executive Vice President of Operations of the Company; Daniel T. Gerron, Vice President of Strategy & Business Development of the Company; and James D. Scott, Vice President—Engineering of the Company.

The Retention Agreements provide that the initial salary for each Continuing Executive is substantially the same as their current salaries; each Continuing Executive will be eligible for annual bonuses, with the target and maximum percentages substantially the same as under as their current bonus programs but based on new metrics. Additionally, each Continuing Executive will be eligible to receive a retention bonus in an amount between 20% and 30% of base salary payable on each of the first and second anniversary of the closing of the Offer, or in the event of termination without cause by Parent.

Upon termination without "cause," each Continuing Executive will be eligible to receive severance pursuant to Pitney Bowes's severance plan and applicable Pitney Bowes severance practices, and will receive any unpaid portions of their retention bonuses. For this purpose, "cause" is generally defined as (i) the material failure on the part of the executive to perform his duties, (ii) material dishonesty or gross misconduct by the executive in the performance of his duties, (iii) injury caused by the executive to the reputation of the Company, (iv) a material breach of a covenant, or (v) conviction of the Continuing Executive or the Continuing Executive's pleading guilty or no contest to a crime involving moral turpitude or to a felony.

Subject to the approval of the compensation committee of Parent's board of directors, Parent will grant to each of Messrs. Cattini and Hickey an award of restricted stock units, following the three-month anniversary of the Merger. The restricted stock units would be subject to the terms of Parent's stock plan and would vest on the

fourth anniversary of the date of grant subject to the executive's continued employment through such date. Each of Messrs. Gerron and Scott will be eligible to receive annual equity award grants pursuant to Parent's stock plan, in an amount substantially similar to the amount of awards granted to similarly situated executives.

Pursuant to the Merger Agreement, immediately prior to the closing, the Company will make lump sum payments to each of the Continuing Executives, in lieu of severance payments that could have become payable following the Merger under the change in control provisions of their pre-existing employment agreements. The lump sum payments to the Continuing Executives total $3,640,418, and are subject to the execution by the Continuing Executives of a general release.

Messrs. Moon, McDougall and Cavalier will resign from the Company in connection with the Merger, effective upon the closing of the Offer. Termination payments in the aggregate amount of $1,879,493 will be paid to Messrs. Moon, McDougall and Cavalier pursuant to their pre-existing employment agreements with the Company, and each will be entitled to the continuation of certain welfare benefits. Such payments will be made upon the closing, or the date which is six months and one day following the closing, if required by Section 409A of the Internal Revenue Code of 1986, as amended, and are subject to the execution of a general release.

Indemnification of Officers and Directors

Section 145 of the DGCL provides that a corporation has the power to indemnify a director, officer, employee or agent of the corporation and certain other persons serving at the request of the corporation in related capacities against amounts paid and expenses incurred in connection with an action or proceeding to which he is or is threatened to be made a party by reason of such position, if such person shall have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal proceeding, if such person had no reasonable cause to believe his conduct was unlawful; provided that, in the case of actions brought by or in the right of the corporation, indemnification is limited to the payment of expenses incurred and no indemnification shall be made with respect to any matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the adjudicating court or the Court of Chancery of Delaware determines that such indemnification is proper under the circumstances.

Article SEVENTH of the Company's Certificate of Incorporation, as amended (the "Charter"), generally provides that no director of the Company shall be personally liable to the Company or its stockholders for monetary damages for any breach of fiduciary duty as a director, except to the extent that the DGCL prohibits the elimination or limitation of liability of directors for breach of fiduciary duty.

Article EIGHTH of the Charter generally provides that a director or officer of the Company (a) shall be indemnified by the Company against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any litigation or other legal proceeding (other than an action by or in the right of the Company) brought against him or her by virtue of his or her position as a director or officer of the Company or by reason of his agreement to serve, at the request of the Company, as a director, officer, trustee, or in a similar capacity with another corporation or entity if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful and (b) shall be indemnified by the Company against all expenses (including attorneys' fees) and amounts paid in settlement incurred in connection with any action by or in the right of the Company brought against him or her by virtue of his or her position as a director or officer of the Company or by reason of his agreement to serve, at the request of the Company, as a director, officer, trustee, or in a similar capacity with another corporation or entity if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company, except that no indemnification shall be made with respect to any matter as to which such person shall have been adjudged to be liable to the Company, unless and only to the extent that the Court of Chancery of Delaware determines that, despite such adjudication but in view of all of the circumstances, he or she is entitled to indemnification of such expenses. Notwithstanding the

foregoing, to the extent that a director or officer has been successful, on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, he or she is required to be indemnified by the Company against all expenses (including attorneys' fees) reasonably incurred in connection therewith.

Indemnification is required to be made unless the Company, the Company's stockholders, independent legal counsel or a court of competent jurisdiction determines, by clear and convincing evidence promptly and within 60 days after receipt of a request for indemnification that the applicable standard of conduct required for indemnification has not been met. In the event of a determination that the director or officer did not meet the applicable standard of conduct required for indemnification, or if the Company fails to make an indemnification payment within 60 days after such payment is claimed by such person, such person is permitted to petition the court to make an independent determination as to whether such person is entitled to indemnification. As a condition precedent to the right of indemnification, the director or officer must give the Company notice of the action for which indemnity is sought, and the Company has the right to participate in such action or assume the defense thereof.

Expenses shall be advanced to a director or officer at his request, unless it is determined that he or she did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding had reasonable cause to believe that his or her conduct was unlawful, provided that he or she undertakes to repay the amount advanced if it is ultimately determined that he or she is not entitled to indemnification for such expenses.

The Charter also provides that the indemnification provided therein is not exclusive, and provides that in the event that the DGCL is amended to expand the indemnification permitted to directors or officers, the Company must indemnify those persons to the fullest extent permitted by such law as so amended.

The Charter also permits the Company to procure insurance for itself and any director, officer, employee or agent of the Company against any expenses, liabilities or losses incurred by him or her in any such capacity, whether or not the Company would otherwise have the power to indemnify such person against such expenses, liabilities or losses under the DGCL. The Company maintains a general liability insurance policy covering certain liabilities of directors and officers of the Company arising out of claims based on acts or omissions in their capacity as directors or officers.

The Merger Agreement provides that, from and after the Effective Time, each of Parent and the Company will, jointly and severally, indemnify and hold harmless each person who was, as of March 14, 2007, or has been at any time prior to March 14, 2007, or who becomes prior to the Effective Time, a director or officer of the Company or any of its subsidiaries (the "Indemnified Parties"), against all claims, losses, liabilities, damages, judgments, fines and reasonable fees, costs and expenses, including attorneys' fees and disbursements, incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to the fact that the Indemnified Party is or was an officer or director of the Company or any of its subsidiaries, whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent permitted under applicable law. Each Indemnified Party will be entitled to advancement of expenses incurred in the defense of any such claim, action, suit, proceeding or investigation from each of Parent and the Company within ten business days of receipt by Parent or the Company from the Indemnified Party of a request therefor, provided that any such Indemnified Party provides an undertaking, to the extent required by the DGCL, to repay such advancement if it is ultimately determined that the Indemnified Party is not entitled to be indemnified.

In addition, from the Effective Time through the sixth anniversary of the date on which the Effective Time occurs, the certificate of incorporation and bylaws of the Company will contain, and Parent will cause the certificate of incorporation and bylaws of the Company so to contain, provisions no less favorable with respect to indemnification, advancement of expenses and exculpation of present and former directors and officers of the Company and its subsidiaries than were set forth in the certificate of incorporation and bylaws of the Company in effect prior to the date of the Merger Agreement.

The Company and Parent have also agreed that the Company will maintain, and Parent will cause the Company to maintain, at no expense to the beneficiaries, in effect for six years from the Effective Time the current policies of the directors' and officers' liability insurance maintained by the Company (the "Current D&O Insurance") with respect to matters existing or occurring at or prior to the Effective Time (including the transactions contemplated by the Merger Agreement), so long as the annual premium is not in excess of 250% of the last annual premium paid by the Company prior to the Effective Time (such 250%, the "Maximum Premium"). Parent or the Company may, in the alternative, purchase a prepaid "tail" insurance policy on the Current D&O Insurance for a period of six years from the Effective Time. If the Company's existing insurance expires, is terminated or canceled during such six-year period or exceeds the Maximum Premium, the Company will obtain, and Parent shall cause the Company to obtain, as much directors' and officers' liability insurance as can be obtained for the remainder of such period for an annualized premium not in excess of the Maximum Premium, on terms and conditions no less advantageous to the Indemnified Parties than the Company's existing directors' and officers' liability insurance.

Material Proceedings

None.

Arrangements with Offeror and Parent

Merger Agreement

The summary of the Merger Agreement contained in the section of the Offer to Purchase titled "The Offer—The Merger Agreement; Other Arrangements" is incorporated herein by reference. The Offer to Purchase is being mailed to stockholders together with this Schedule 14D-9 and is filed herewith as Exhibit (a)(1). The summary of the Merger Agreement contained in the Offer to Purchase, which describes the material terms of the agreement, is qualified by reference to the Merger Agreement, which is filed herewith as Exhibit (e)(1) and is incorporated herein by reference.

Confidentiality Agreement

On December 19, 2006, the Company and Parent entered into a confidentiality agreement (the "Confidentiality Agreement"), containing customary provisions, pursuant to which, among other matters, each party agreed to keep confidential all information furnished to it or its representatives by the other party, to use such material solely for purposes of evaluating and negotiating a possible transaction between the parties and not to disclose the fact that discussions are taking place concerning a possible negotiated transaction between the parties or the status thereof. Parent agreed that, for a period of 18 months from the date of the Confidentiality Agreement, unless specifically invited in writing by the Company, neither Parent nor any of its affiliates would directly or indirectly, (a) effect or seek: (i) the acquisition of any securities or assets of the Company, (ii) any tender or exchange offer, merger or other business combination involving the Company, (iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the Company, or (iv) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the SEC) or consents to vote any voting securities of the Company; (b) participate in a group (as defined under the Exchange Act) with respect to any securities of the Company; (c) seek to influence in any manner the management, the board of directors or policies of the Company; or (d) take any action which could require the Company to make any public disclosure with respect to the matters above. Subject to specified exceptions, for a period of 18 months from the date of the Confidentiality Agreement, Parent agreed not to solicit the employment of or hire any employee of the Company. The obligations set forth in the Confidentiality Agreement expire on the third anniversary of initial disclosure of information. The summary of the Confidentiality Agreement contained herein is qualified by reference to the Confidentiality Agreement, which is filed herewith as Exhibit (e)(13) and is incorporated herein by reference.

Item 4. The Solicitation or Recommendation.

Recommendation of the MapInfo Board

The MapInfo Board, at a meeting duly called, by unanimous vote of all directors present at the meeting:

- determined that the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, are fair to and in the best interests of the Company and the stockholders of the Company;
- approved and declared advisable the Merger Agreement and the transactions contemplated thereby; and
- recommended that the Company's stockholders tender their shares of Common Stock in the Offer and, if required by applicable law, adopt the Merger Agreement.

A letter to stockholders communicating the MapInfo Board's recommendation is filed herewith as Exhibit (a)(8) and is incorporated herein by reference.

Intent to Tender

To the Company's knowledge after reasonable inquiry, all of the Company's executive officers, directors and affiliates who hold shares of Common Stock currently intend to tender all shares of Common Stock held of record or beneficially owned by them pursuant to the Offer. The foregoing does not include any shares of Common Stock over which, or with respect to which, any such executive officer, director or affiliate acts in a fiduciary or representative capacity or is subject to the instructions of a third party with respect to such tender.

Background of the Transaction

From time to time, MapInfo's management and the MapInfo Board have evaluated different strategies for enhancing stockholder value and enhancing MapInfo's leadership position in the location intelligence software industry. As part of these evaluations, MapInfo has, from time to time, considered various strategic alternatives, including acquisitions, investments and business combinations. In addition, from October 2005 through September 2006, a number of third parties contacted MapInfo's management expressing varying levels of interest in potentially acquiring MapInfo. During this time, members of MapInfo's management met in person or via telephone with representatives of four separate private equity firms who had expressed an interest in potentially acquiring MapInfo. In each of these meetings, MapInfo's management made a presentation based on publicly available information. MapInfo's management regularly updated the MapInfo Board regarding these inquiries and meetings and the level of interest received.

Based on the interest received from potential financial acquirers, at a meeting held on October 13, 2006, the MapInfo Board established a special committee of independent directors (the "Special Committee") for the purpose of evaluating MapInfo's strategic alternatives, including the possible sale of MapInfo (a "Possible Transaction"), to direct and monitor the solicitation of proposals from, and negotiations with, third parties regarding a Possible Transaction, and to report to the MapInfo Board its recommendations and conclusions with respect to a Possible Transaction. The MapInfo Board also authorized the Special Committee to retain legal and financial advisors to assist it in this process. At a meeting held later that same day, the Special Committee engaged Wilmer Cutler Pickering Hale and Dorr LLP ("WilmerHale") as outside legal counsel and Richards, Layton & Finger, P.A. ("Richards Layton") as special Delaware outside counsel.

On November 8, 2006, JPMorgan, Pitney Bowes's financial advisor, contacted MapInfo's management at the request of Pitney Bowes to inquire about interest in a meeting to discuss a possible transaction.

On November 14, 2006, the Special Committee met with representatives from WilmerHale to discuss issues involved in evaluating strategic alternatives, and interviewed representatives from Jefferies Broadview, a division of Jefferies & Company, Inc. ("Jefferies Broadview"). The Special Committee subsequently selected Jefferies Broadview to act as its financial advisor and signed an engagement letter with Jefferies Broadview dated December 4, 2006.

On November 28, 2006, MapInfo's management informed JPMorgan that the MapInfo Board had established the Special Committee to explore, with the assistance of a financial advisor, MapInfo's strategic alternatives, including its possible sale.

On December 5, 2006, the Special Committee authorized Jefferies Broadview to begin approaching private equity investors and strategic parties, including Pitney Bowes, on a list that had been developed with the input of the Special Committee, MapInfo management and Jefferies Broadview.

At a December 8, 2006 telephonic meeting of the Special Committee, Jefferies Broadview provided an update to the Special Committee and WilmerHale on the status of the process.

On December 11, 2006, JPMorgan contacted Jefferies Broadview on behalf of Pitney Bowes to discuss the possibility of a business combination transaction with MapInfo.

In December 2006, at the Special Committee's request, Jefferies Broadview contacted 31 parties, including Pitney Bowes. Of the 31 parties contacted, 17 were strategic parties and 14 were private equity parties, including the four private equity parties who had previously contacted MapInfo's management.

Between December 2006 and early February 2007, MapInfo negotiated and entered into confidentiality agreements with 16 parties, including Pitney Bowes and each of the four originally interested private equity parties (the confidentiality agreement between MapInfo and Pitney Bowes was dated December 19, 2006). Each party that executed a confidentiality agreement was provided with an executive summary containing non-public financial and other information concerning MapInfo.

At a December 22, 2006 telephonic meeting of the Special Committee, Jefferies Broadview provided an update to the Special Committee and WilmerHale on the status of the process.

Between January 4, 2007 and January 19, 2007, members of MapInfo's management and representatives from Jefferies Broadview conducted initial meetings with 12 parties, including a meeting on January 12, 2007 with representatives from Pitney Bowes and JPMorgan. Of these 12 parties, ten were private equity parties and two were strategic parties. During each of these initial meetings, management provided a detailed presentation of MapInfo's business. The members of MapInfo's management who participated in these initial meetings were Mr. Cattini, Michael Hickey, COO, Wayne McDougall, Vice President and Chief Financial Officer, Daniel Gerron, Vice President, Business Planning, Scott Landers, Vice President, Finance, and Jason Joseph, General Counsel and Secretary.

On January 11, 2007, a telephonic meeting of the Special Committee was held at which Jefferies Broadview updated the Special Committee and WilmerHale on the status of the process.

On January 18 and 19, 2007, Jefferies Broadview distributed, on behalf of MapInfo, a detailed financial supplement package to each of the 12 parties that had met with MapInfo's management, and, on January 25, 2007, a letter was sent to each of these 12 parties, outlining the process for submitting initial bids by the close of business on February 5, 2007.

During the week of January 22, 2007, MapInfo's management and representatives from Jefferies Broadview conducted teleconferences to discuss the financial supplement package with ten of the 12 parties that had previously met with management, including a teleconference on January 25, 2007 with representatives from Pitney Bowes and JPMorgan.

On January 31, 2007, Jefferies Broadview contacted another strategic party, which was not one of the initial 31 parties contacted, that had expressed interest in MapInfo, and this party and MapInfo signed a confidentiality agreement on February 7, 2007. On February 8, 2007, MapInfo's management, along with representatives from Jefferies Broadview, held an initial meeting with this party, and this party subsequently informed Jefferies Broadview that it was not interested in pursuing a business combination transaction with MapInfo.

On February 5, 2007, initial bids were received from eight parties. Pitney Bowes, which submitted an initial bid of $16.50 to $18.00 per share, was the only strategic party to submit an initial bid. The other initial bids ranged from $15.50 to $21.00 per share. The private equity party who submitted the lowest bid, a range of $15.50 to $17.50 per share, subsequently revised its bid to a range of $17.50 to $19.00 per share. After the revisions, the initial bids ranged from $16.00 to $21.00 per share. All bids were for cash.

At a telephonic meeting of the Special Committee held on February 6, 2007, representatives from Jefferies Broadview provided a summary of the eight initial bids received. Also present at this meeting were representatives from WilmerHale and Richards Layton. The Special Committee ultimately determined that the parties that had submitted the seven highest initial bids would be permitted to continue in the process, although one of these seven subsequently informed Jefferies Broadview that it was no longer interested in pursuing an acquisition of MapInfo.

Beginning on February 7, 2007, MapInfo provided the six remaining potential acquirers, including Pitney Bowes, with access to an online data room containing detailed financial, operating and other non-public information about MapInfo.

At a regularly scheduled meeting of the MapInfo Board held on February 13, 2007, MapInfo's management provided the MapInfo Board with an update on the potential sale of MapInfo.

On February 17, 2007, a letter was sent to each of six remaining potential acquirers, including Pitney Bowes, providing instructions for submitting final bids by 12:00 p.m., eastern time, on March 5, 2007. The letter also included a draft merger agreement prepared by WilmerHale and Richards Layton, calling for the acquisition of MapInfo in a one-step cash merger, and draft disclosure schedules to the merger agreement, to be marked-up and submitted by each of the bidders to indicate their comments on the draft merger agreement.

Between February 14, 2007 and March 1, 2007, MapInfo's management, along with representatives from Jefferies Broadview, conducted a day long due diligence meeting with each of the six remaining potential acquirers, including Pitney Bowes, and their respective advisors. Also during this period, MapInfo's management, along with representatives from Jefferies Broadview, held multiple teleconferences with each of the six remaining potential acquirers and/or their advisors to respond to diligence questions.

The due diligence meeting between MapInfo's management and representatives from Pitney Bowes, together with representatives from Jefferies Broadview and JPMorgan, was held on February 15, 2007 at a hotel in East Greenbush, New York. On that same day, Mr. Cattini met with Leslie R. Abi-Karam, Executive Vice President and President of the Document Messaging Technologies division of Pitney Bowes, to discuss management retention.

On February 21, 2007, one of the remaining originally interested private equity parties (referred to as "Financial Acquirer A"), along with another of the remaining originally interested private equity parties (referred to as "Financial Acquirer B"), informed Jefferies Broadview that they intended to submit their final bid together as a joint bid (referred to as "Financial Acquirer AB"). On February 28, 2007, representatives from Financial Acquirer AB met with Mr. Cattini and other management team members to discuss high-level cost and operating expectations following a closing, assuming Financial Acquirer AB was the successful bidder. At this meeting, Financial Acquirer AB informed Mr. Cattini that an immediate cost reduction of $12-$13 million in annualized expenses would be expected if it acquired MapInfo, and thereafter MapInfo's management considered how such an expense reduction could be implemented and its implications for MapInfo's business.

On February 23, 2007, Mr. Cattini met at MapInfo's headquarters in Troy, New York with Ms. Abi-Karam and David Kleinman, Pitney Bowes's Vice President of Corporate Development, to discuss Pitney Bowes's strategy, high-level integration and management retention plans. On March 1, 2007, Mr. Cattini held a

teleconference meeting with Ms. Abi-Karam and Mr. Kleinman to further discuss management retention issues, including the existing change-in-control arrangements between MapInfo and members of its management and the proposed treatment of such arrangements by Pitney Bowes.

On March 5, 2007, bid letters were received from Pitney Bowes, Financial Acquirer AB, and three other private equity parties (referred to as "Financial Acquirer C", "Financial Acquirer D" and "Financial Acquirer E"). Financial Acquirer D submitted the lowest bid at $17.50 per share. Financial Acquirer AB submitted the next lowest bid at $18.10 per share, while Financial Acquirer E, who had previously submitted the highest initial bid at $21.00 per share, submitted a revised bid of $18.75 per share. Pitney Bowes submitted the next highest bid at $19.12 per share, and Financial Acquirer C submitted the highest bid at $19.25 per share. Each bid letter, other than the letter from Financial Acquirer E, was accompanied by a mark-up of the draft merger agreement. Pitney Bowes's bid letter also indicated it would be willing to structure the acquisition as a tender offer followed by a merger rather than as a one-step merger. All bids were for cash.

On behalf of the Special Committee, Jefferies Broadview contacted each of the four highest final bidders on March 5 and March 6, 2007 and asked if it wished to modify its bid prior to the scheduled meeting of the Special Committee on March 7, 2007. Three of these bidders provided oral increases to their bids, and the fourth declined. Jefferies Broadview also inquired whether Financial Acquirer C, which appeared at that point to be one of the most qualified alternatives to Pitney Bowes, would be willing to consider a tender offer structure, and Financial Acquirer C declined. Following these discussions, the status of the bids was as follows (from lowest to highest):

Financial Acquirer D:	$17.50 per share
Financial Acquirer AB:	$18.10 per share (unchanged from bid letter)
Financial Acquirer E:	$19.25 per share (increased from $18.75)
Financial Acquirer C:	$19.60 per share (increased from $19.25)
Pitney Bowes:	$19.75 per share (increased from $19.12)

At a telephonic meeting of the Special Committee held on March 7, 2007, representatives from Jefferies Broadview reviewed each of the bids received. Also present at this meeting were Mr. Cattini, Mr. Joseph and representatives from WilmerHale and Richards Layton. Representatives from WilmerHale summarized the comments on the draft merger agreement provided by the bidders, and described the potential advantages and disadvantages of using a tender offer structure. A representative from Richards Layton advised the Special Committee with respect to its fiduciary duties under Delaware law. The Special Committee discussed the benefits, risks and conditions associated with, and the perceived relative value of, each proposal. In particular, the Special Committee noted that Pitney Bowes's proposal was not conditioned on the receipt of financing or the completion of any further due diligence, but was conditioned upon receipt of approval from the board of directors of Pitney Bowes. The Special Committee also noted that the proposal from each of the other four bidders was conditioned upon receipt of financing and the completion of varying degrees of due diligence. In addition, Mr. Cattini offered his views on the long-term prospects of MapInfo as an independent company and the risks associated with executing MapInfo's long-term strategy as a standalone public company.

Following discussion, the Special Committee instructed Jefferies Broadview to go back to the final bidders to seek their best and final offers, and authorized MapInfo to enter into a short-term exclusivity agreement if and when deemed necessary.

During the evening of March 7, 2007, Jefferies Broadview contacted Pitney Bowes and the other final bidders to attempt to increase their bids. In response, Financial Acquirer C, Financial Acquirer D and Financial Acquirer E indicated that they would not increase their bids any further. However, Financial Acquirer AB indicated orally that it would increase its bid to $20.00 per share.

On March 8, 2007, JPMorgan informed Jefferies Broadview that Pitney Bowes had received board approval to increase its bid above $19.75 per share but was no longer willing to participate in an auction process without an exclusivity agreement.

On the evening of March 8, 2007, a telephone conference was held in which Jefferies Broadview updated a member of the Special Committee, Mr. Cattini, Mr. Joseph and a representative from WilmerHale regarding the increased bid by Financial Acquirer AB and the feedback from Pitney Bowes. That same evening, a representative from Financial Acquirer AB informed Jefferies Broadview that Financial Acquirer B was no longer interested in pursuing an acquisition of MapInfo and that Financial Acquirer A would submit its best and final offer alone on the following day.

On the morning of March 9, 2007, Pitney Bowes submitted a final proposal to Jefferies Broadview offering to acquire MapInfo for $20.25 per share. In its letter, Pitney Bowes indicated that its offer was conditioned upon MapInfo entering into an agreement to negotiate exclusively with Pitney Bowes until a definitive agreement was signed or the MapInfo Board determined to stop negotiations with Pitney Bowes. The bid letter also reiterated that Pitney Bowes had received board approval and required no further due diligence, that the offer was not contingent on financing, and that the acquisition could be structured as a cash tender offer.

Also during the morning of March 9, 2007, a representative from Financial Acquirer A contacted Jefferies Broadview to indicate its final offer was $20.00 per share, but that the offer was contingent upon receiving an unconditional commitment from MapInfo's management to reduce annualized operating costs by $12-$13 million immediately after closing an acquisition of MapInfo.

Immediately following a teleconference held at mid-day on March 9, 2007 among Messrs. Cattini and Joseph and representatives of Jefferies Broadview, WilmerHale and Richards Layton, MapInfo agreed to grant exclusive negotiating rights, in accordance with the authorization of the Special Committee at its March 7, 2007 meeting, to Pitney Bowes to negotiate a definitive merger agreement pursuant to which Pitney Bowes would acquire MapInfo for $20.25 in cash per share. MapInfo then executed a copy of Pitney Bowes's final bid letter, agreeing to grant exclusivity to Pitney Bowes until a definitive agreement was signed or the MapInfo Board determined to stop negotiations with Pitney Bowes.

From March 9, 2007 through March 14, 2007, representatives from WilmerHale and Proskauer Rose LLP, Pitney Bowes's outside counsel, continued negotiating various provisions in the draft merger agreement, including incorporation of a cash tender offer structure to be followed by a cash merger, and revised drafts of the disclosure schedules were distributed. In addition, during this period, Pitney Bowes provided the following members of MapInfo's management with draft retention agreements that would take effect upon a closing of the acquisition: Messrs. Cattini, Hickey, Gerron, Landers, James Scott, Vice President, Engineering, and John O'Hara, Executive Vice President, International Operations. In addition, Pitney Bowes provided Mr. Joseph with a draft consulting agreement to take effect upon the closing of the acquisition. Pitney Bowes and management then negotiated the final terms of these agreements.

On March 14, 2007, the Special Committee met at WilmerHale's offices in Boston, Massachusetts to consider the proposed acquisition of MapInfo by Pitney Bowes. Also in attendance were the other members of the MapInfo Board, representatives from Jefferies Broadview, WilmerHale and Richards Layton, and Mr. Joseph. During this meeting:

- Mr. Cattini presented his views on the competitive environment and MapInfo's prospects as a stand-alone public company;
- a representative of Richards Layton outlined the legal duties and responsibilities of the Special Committee and MapInfo Board under Delaware law;
- representatives of WilmerHale outlined the principal terms of the proposed definitive Merger Agreement and retention and consulting arrangements with certain members of MapInfo management;
- the Special Committee and MapInfo Board reviewed the payments that would be received by members of the MapInfo Board and management with respect to MapInfo common stock and options held by them if the acquisition were completed;

- the Special Committee and MapInfo Board reviewed the change-in-control, retention and other compensation to be received by members of MapInfo management if the acquisition were completed; and
- Jefferies Broadview reviewed its analysis of the financial terms of the Offer and the Merger and delivered to the Special Committee and MapInfo Board its opinion to the effect that, as of that date and based upon and subject to the various considerations and assumptions set forth in its opinion, the consideration of $20.25 per share in cash to be received by holders of MapInfo common stock pursuant to the Offer and the Merger, taken together, was fair, from a financial point of view, to those holders, other than Pitney Bowes and its affiliates.

The Special Committee then met separately with its financial and legal advisors to consider the proposed acquisition. After discussion and deliberation, the Special Committee unanimously recommended that MapInfo enter into the Merger Agreement, determined that the Merger Agreement and the transactions contemplated thereby are fair to and in the best interests of MapInfo and the holders of MapInfo common stock, approved the Merger Agreement and the transactions contemplated thereby, and recommended that the holders of MapInfo common stock tender their shares in the Offer.

Immediately following the Special Committee meeting, the Compensation Committee of the MapInfo Board met and unanimously determined that the existing employment, change-in-control, option and severance arrangements with officers, employees and directors of MapInfo, and the proposed severance arrangements, retention agreements and consulting agreements between Pitney Bowes and various officers and employees of MapInfo, constitute employment compensation, severance or other employee benefit arrangements within the meaning of Rule 14d-10(d) promulgated pursuant to the Exchange Act.

Immediately following the Compensation Committee meeting, the MapInfo Board met separately with counsel to consider the proposed acquisition. After discussion and deliberation, the MapInfo Board unanimously authorized MapInfo to enter into the Merger Agreement, determined that the Merger Agreement and the transactions contemplated thereby are fair to and in the best interests of MapInfo and the holders of MapInfo common stock, approved the Merger Agreement and the transactions contemplated thereby, and recommended that the holders of MapInfo common stock tender their shares in the Offer.

MapInfo and Pitney Bowes executed the Merger Agreement during the evening of March 14, 2007 and made a public announcement on the morning of March 15, 2007.

Reasons for the Transaction and Recommendation of the MapInfo Board

In the course of reaching its decision to recommend that MapInfo enter into the Merger Agreement, the Special Committee considered a number of factors, including the following:

- the value of the consideration to be received by MapInfo stockholders pursuant to the Transaction, as well as the fact that stockholders will receive the consideration in cash, which provides certainty of value to MapInfo's stockholders;
- the fact that the $20.25 per share in cash to be paid as the consideration in the Transaction represents a premium of 46% to the average trading price of the MapInfo common stock for the 20 trading days prior to and through March 14, 2007 (the last trading day prior to announcement) and a 53% premium to the closing price on March 14, 2007;
- the financial analyses presented by Jefferies Broadview as well as the opinion of Jefferies Broadview to the Special Committee and the MapInfo Board to the effect that, as of March 14, 2007 and based upon and subject to the various considerations and assumptions set forth in its opinion, the consideration of $20.25 per share in cash to be received by holders of MapInfo common stock pursuant to the Offer and the Merger, taken together, was fair, from a financial point of view, to those holders, other than Pitney Bowes and its affiliates;

- the process undertaken by MapInfo, with the assistance of Jefferies Broadview, which involved contacting 32 parties to determine their potential interest in a business combination transaction with MapInfo, entering into confidentiality agreements with 16 parties, and receiving initial bids from eight parties and final bids from five parties;
- its belief that the Transaction was more favorable to MapInfo stockholders than any other alternative reasonably available to MapInfo and its stockholders, including the alternative of remaining a stand-alone, independent company, and in light of the amount of consideration offered relative to the other proposals and the risks and uncertainties associated with being able to enter into and consummate the Pitney Bowes transaction as compared to the risks and uncertainties associated with the proposals submitted by other potential acquirers;
- its assessment of the challenges facing MapInfo if it remained as a stand-alone, independent company, including:
    - competition with companies of greater operating scale and resource availability who can invest more quickly and more heavily to expand in MapInfo's target vertical markets, to develop a deeper presence in new geographic markets, to pay higher premiums for targeted acquisitions, to create new products and technologies and to build brand awareness;
    - rapid consolidation in and evolution of the technology market, which may change the competitive dynamics as existing partners are acquired by competitors of MapInfo;
    - operational risks associated with being a smaller company, including the heightened impact of changes in MapInfo's targeted vertical markets and changes in key customer and partner relationships;
    - the burden of public company costs on MapInfo as a small, stand-alone, publicly-traded company; and
    - stock valuation risk relating to the challenges MapInfo has had and may have in attracting investor interest due to the size and liquidity of MapInfo;
- historical and current information concerning MapInfo's business, financial performance and condition, operations, technology, management and competitive position, and current industry, economic and market conditions, including consolidation trends;
- the internal estimates of MapInfo's future financial performance that management provided to potential acquirers, including Pitney Bowes, and to Jefferies Broadview as described below under the caption "Financial Projections";
- the then current financial market conditions, and historical market prices, volatility and trading information with respect to MapInfo's common stock, including the possibility that if MapInfo remained as a publicly-owned corporation, in the event of a decline in the market price of its common stock or the stock market in general, the price that might be received by holders of MapInfo common stock in the open market or in a future transaction might be less than the $20.25 per share cash price to be paid pursuant to the Transaction;
- the terms and conditions of the Merger Agreement, including:
    - the provision for a two-step transaction structure with the Offer followed by the Merger, which may shorten the time to closing as compared to alternative structures;
    - the ability of the MapInfo Board, under certain circumstances, to furnish information to and conduct negotiations with third parties and, upon the payment to Pitney Bowes of a termination fee of $14,165,000, to terminate the Merger Agreement to accept a superior proposal; and
    - the Special Committee's belief that the $14,165,000 termination fee payable to Pitney Bowes was reasonable in the context of termination fees that were payable in other comparable transactions and would not be likely to preclude another party from making a superior proposal;

- the likelihood that the Transaction will be consummated, in light of Pitney Bowes's financial capability and the absence of any financing or Pitney Bowes stockholder approval condition to Pitney Bowes's obligations to complete the Transaction; and
- the fact that under Delaware law, MapInfo stockholders who do not tender their shares in the Offer and do not vote in favor of the Merger and comply with other specified procedures have the right to demand an appraisal of the fair value for their shares by the Delaware Court of Chancery and to be paid such fair value in cash.

In the course of its deliberations, the Special Committee also considered a variety of risks and other countervailing factors, including:

- the risk that the Transaction might not be completed;
- if the Transaction is not completed, the potential adverse effect of the public announcement of the acquisition on MapInfo's business, including its significant customers and other key relationships, MapInfo's ability to attract and retain key management personnel and MapInfo's overall competitive position;
- the restrictions that the Merger Agreement imposes on soliciting competing bids, and the fact that MapInfo would be obligated to pay the $14,165,000 termination fee to Pitney Bowes under certain circumstances;
- the fact that MapInfo will no longer exist as an independent, publicly-traded company and MapInfo stockholders will no longer participate in any future earnings or growth and will not benefit from any appreciation in the value of MapInfo;
- the fact that gains from an all-cash transaction would be taxable to MapInfo stockholders for U.S. federal income tax purposes;
- the restrictions on the conduct of MapInfo's business prior to the completion of the Transaction, requiring MapInfo to conduct its business only in the ordinary course, subject to specific limitations, which may delay or prevent MapInfo from undertaking business opportunities that may arise pending completion of the Transaction; and
- the interests of MapInfo's officers and directors in the transactions contemplated by the Merger Agreement, as described under "Item 3(a)—Arrangements with Executive Officers and Directors of MapInfo".

The foregoing discussion of the factors considered by the Special Committee is not intended to be exhaustive, but does set forth all of the material factors considered by the Special Committee. The Special Committee collectively reached the unanimous conclusion to recommend approval of the Merger Agreement in light of the various factors described above and other factors that each member of the Special Committee felt were appropriate. In view of the wide variety of factors considered by the Special Committee in connection with its evaluation of the Transaction and the complexity of these matters, the Special Committee did not consider it practical, and did not attempt, to quantify, rank or otherwise assign relative weights to the specific factors it considered in reaching its decision. Rather, the Special Committee made its recommendation based on the totality of information presented to and the investigation conducted by it. In considering the factors discussed above, individual directors may have given different weights to different factors.

After evaluating the above factors and consulting with its legal counsel and its financial advisors, the Special Committee determined that the Merger Agreement was advisable, fair to and in the best interests of MapInfo and its stockholders. Accordingly, the Special Committee unanimously recommended that MapInfo enter into the Merger Agreement, and recommended that the holders of MapInfo common stock tender their shares in the Offer.

Based on the recommendation of the Special Committee, and after evaluating the above factors, the MapInfo Board determined that the Merger Agreement was advisable, fair to and in the best interests of MapInfo

and its stockholders. Accordingly, the MapInfo Board unanimously approved the Merger Agreement. **The MapInfo Board unanimously recommends that MapInfo stockholders tender their shares to the Offeror in the Offer.**

Financial Projections

MapInfo made available to all potential acquirers who signed confidentiality agreements, including Pitney Bowes, certain non-public business and financial information about MapInfo, including financial projections through the fiscal year ending September 30, 2011 ("fiscal 2011"). In addition, MapInfo provided to Jefferies Broadview financial projections for the fiscal year ending September 30, 2012 ("fiscal 2012"). These projections included the following estimates of MapInfo's future financial performance:

Fiscal Year Ending September 30,
(in thousands, except EPS)

	2007	2008	2009	2010	2011	2012
Total Revenues	$ 190,821	$ 217,191	$ 243,711	$ 273,048	$ 305,694	$ 342,258
Net Income	$ 14,995	$ 20,900	$ 26,554	$ 32,518	$ 39,110	$ 44,458
EPS	$ 0.78	$ 1.05	$ 1.28	$ 1.49	$ 1.76	$ 2.00
EBITDA	$ 31,423	$ 40,575	$ 49,848	$ 57,249	$ 66,837	$ 75,288

Principal assumptions:

- Excludes the effect of stock compensation expense and one-time severance charges.
- Tax rate is 36% in fiscal 2007 and fiscal 2008, and 37% in fiscal 2009 through fiscal 2012. Income from operations of Graphical Data Capture, Ltd. ("GDC"), acquired by MapInfo in February 2007, taxed at 30% in all periods. GDC-related amortization is non-deductible.
- 22,500,000 diluted shares outstanding in each year.
- Includes amortization of intangibles related to GDC.
- EPS means earnings per diluted share, and has been calculated by dividing (x) net income, excluding expenses related to amortization of intangibles, net of tax, by (y) diluted shares outstanding.
- EBITDA means earnings before interest, taxes, depreciation and amortization.

MapInfo's non-public business and financial information and projections through fiscal 2011 that MapInfo provided to Pitney Bowes during the course of Pitney Bowes's due diligence investigation of MapInfo was provided solely in connection with such due diligence investigation and not expressly for inclusion or incorporation by reference in any Offer documents. MapInfo provided the fiscal 2012 projections to Jefferies Broadview solely for its use in the discounted cash flow analysis undertaken as part of the financial analyses conducted by Jefferies Broadview. There is no guarantee that any projections will be realized, or that the assumptions on which they are based will prove to be correct.

MapInfo does not as a matter of course make public any projections as to future performance or earnings beyond limited guidance for periods no longer than one year, and the projections set forth above are included in this Schedule 14D-9 only because this information was provided to Pitney Bowes and Jefferies Broadview. The projections were not prepared with a view to public disclosure or compliance with the published guidelines of the SEC or the guidelines established by the American Institute of Certified Public Accountants regarding projections or forecasts. The projections do not purport to present operations in accordance with U.S. generally accepted accounting principles ("GAAP"), and MapInfo's independent auditors have not examined, compiled or otherwise applied procedures to the projections and accordingly assume no responsibility for them. MapInfo's internal financial forecasts (upon which the projections were based in part) are, in general, prepared solely for internal use such as budgeting, and other management decisions and are subjective in many respects and thus

susceptible to interpretations and periodic revision based on actual experience and business developments. The projections reflect numerous assumptions made by the management of MapInfo, including those listed above, and general business, economic, market and financial conditions and other matters, all of which are difficult to predict and many of which are beyond MapInfo's control. Accordingly, there can be no assurance that the assumptions made in preparing the projections will prove accurate or that any of the projections will be realized.

MapInfo expects that there will be differences between actual and projected results, and actual results may be materially greater or less than those contained in the projections due to numerous risks and uncertainties, including but not limited to the risk that MapInfo will face increased competition from larger companies with greater resources; the risk that MapInfo will not be able to successfully execute its long-term strategy of focusing on target vertical markets; the risk that any economic instability in any of MapInfo's target vertical markets will adversely impact MapInfo's business; and the other risks and uncertainties described in reports filed by MapInfo with the SEC under the Exchange Act, including without limitation under the heading "Risk Factors" in MapInfo's Annual Report on Form 10-K for the fiscal year ended September 30, 2006 (the "MapInfo Form 10-K") and subsequent periodic reports filed with the SEC. All projections are forward-looking statements; these and other forward-looking statements are expressly qualified in their entirety by the risks and uncertainties identified above and the cautionary statements contained in the MapInfo Form 10-K filed with the SEC.

The inclusion of the projections herein should not be regarded as an indication that any of MapInfo, Jefferies Broadview, Pitney Bowes, Offeror or their respective affiliates or representatives considered or consider the projections to be a prediction of actual future events, and the projections should not be relied upon as such. Except as required by law, none of MapInfo, Jefferies Broadview, Pitney Bowes, Offeror or any of their respective affiliates or representatives intends to update or otherwise revise the projections to reflect circumstances existing after the date such projections were generated or to reflect the occurrence of future events even in the event that any or all of the assumptions underlying the projections are shown to be in error.

MapInfo's stockholders are cautioned not to place undue reliance on the projections included in this Schedule 14D-9.

Opinion of Jefferies Broadview

Jefferies Broadview served as the Special Committee's financial advisor in connection with the Transaction. On March 14, 2007, Jefferies Broadview delivered to the Special Committee and the MapInfo Board its opinion to the effect that, as of that date and based upon and subject to the various considerations and assumptions set forth in its opinion, the consideration of $20.25 per share in cash to be received by holders of MapInfo common stock pursuant to the Offer and the Merger, taken together, was fair, from a financial point of view, to those holders, other than Pitney Bowes and its affiliates.

The full text of Jefferies Broadview's opinion, which sets forth the assumptions made, matters considered and limitations on the scope of review undertaken by Jefferies Broadview in rendering its opinion, is attached hereto as Annex II. MapInfo encourages stockholders to read the Jefferies Broadview opinion carefully and in its entirety. Jefferies Broadview's opinion was provided to the Special Committee and the MapInfo Board in connection with their consideration of the Transaction and addresses only the fairness, from a financial point of view and as of the date of Jefferies Broadview's opinion, of the consideration to be received by the holders of MapInfo common stock pursuant to the Offer and the Merger, taken together, and does not address any other aspect of the Transaction. Jefferies Broadview's opinion does not constitute a recommendation as to whether any holder of shares of MapInfo common stock should tender such shares pursuant to the Offer or how any holder of shares of MapInfo common stock should vote on the Merger or any matter related thereto.

In connection with its opinion, Jefferies Broadview, among other things:

- reviewed a draft dated as of March 13, 2007 of the Merger Agreement;
- reviewed certain publicly available financial and other information about MapInfo;

- reviewed certain information furnished to it by MapInfo's management, including financial forecasts and analyses, relating to the business, operations and prospects of MapInfo;
- held discussions with members of senior management of MapInfo concerning the matters described in the prior two bullet points;
- reviewed the share trading price history and valuation multiples for MapInfo common stock and compared them with those of certain publicly traded companies that Jefferies Broadview deemed relevant;
- compared the proposed financial terms of the Transaction with the financial terms of certain other transactions that Jefferies Broadview deemed relevant; and
- conducted such other financial studies, analyses and investigations as Jefferies Broadview deemed appropriate.

In Jefferies Broadview's review and analysis and in rendering its opinion, Jefferies Broadview assumed and relied upon, but did not assume any responsibility to independently investigate or verify, the accuracy and completeness of all financial and other information that was supplied or otherwise made available to it by MapInfo or that was publicly available (including, without limitation, the information described above), or that was otherwise reviewed by it. In its review, Jefferies Broadview did not obtain any independent evaluation or appraisal of any of the assets or liabilities of, nor did Jefferies Broadview conduct a physical inspection of any of the properties or facilities of, MapInfo, nor was Jefferies Broadview furnished with any such evaluations or appraisals of such physical inspections, nor did Jefferies Broadview assume any responsibility to obtain any such evaluations or appraisals.

With respect to the financial forecasts provided to and examined by it, Jefferies Broadview's opinion noted that projecting future results of any company is inherently subject to uncertainty. MapInfo informed Jefferies Broadview, however, and Jefferies Broadview assumed, that such financial forecasts were reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of the management of MapInfo as to the future financial performance of MapInfo. Jefferies Broadview expressed no opinion as to MapInfo's financial forecasts or the assumptions on which they are made.

Jefferies Broadview's opinion was based on economic, monetary, regulatory, market and other conditions existing and which could be evaluated as of the date of its opinion. Jefferies Broadview expressly disclaimed any undertaking or obligation to advise any person of any change in any fact or matter affecting Jefferies Broadview's opinion of which Jefferies Broadview become aware after the date of its opinion.

Jefferies Broadview made no independent investigation of any legal or accounting matters affecting MapInfo, and Jefferies Broadview assumed the correctness in all respects material to Jefferies Broadview's analysis of all legal and accounting advice given to MapInfo, the Special Committee and the MapInfo Board, including, without limitation, advice as to the legal, accounting and tax consequences of the terms of, and transactions contemplated by, the Merger Agreement to MapInfo and its stockholders. In addition, in preparing its opinion, Jefferies Broadview did not take into account any tax consequences of the Transaction to any holder of shares of MapInfo common stock. Jefferies Broadview assumed that the final form of the Merger Agreement would be substantially similar to the last draft reviewed by it. Jefferies Broadview also assumed that in the course of obtaining the necessary regulatory or third party approvals, consents and releases for the Transaction, no delay, limitation, restriction or condition would be imposed that would have an adverse effect on MapInfo, Pitney Bowes or the contemplated benefits of the Transaction.

Jefferies Broadview's opinion was for the use and benefit of the Special Committee and the MapInfo Board in their consideration of the Transaction, and Jefferies Broadview's opinion did not address the relative merits of the transactions contemplated by the Merger Agreement as compared to any alternative transaction or opportunity that might be available to MapInfo, nor did it address the underlying business decision by MapInfo

to engage in the Transaction or the terms of the Merger Agreement or the documents referred to therein. In addition, Jefferies Broadview was not asked to address, and its opinion did not address, the fairness to, or any other consideration of, the holders of any class of securities, creditors or other constituencies of MapInfo, other than the holders of shares of MapInfo common stock. Jefferies Broadview expressed no opinion as to the price at which shares of MapInfo common stock will trade at any time.

In preparing its opinion, Jefferies Broadview performed a variety of financial and comparative analyses. The preparation of a fairness opinion is a complex process involving various determinations as to the most appropriate and relevant quantitative and qualitative methods of financial analysis and the applications of those methods to the particular circumstances and, therefore, is not necessarily susceptible to partial analysis or summary description. Jefferies Broadview believes that its analyses must be considered as a whole. Considering any portion of Jefferies Broadview's analyses or the factors considered by Jefferies Broadview, without considering all analyses and factors, could create a misleading or incomplete view of the process underlying the conclusion expressed in Jefferies Broadview's opinion. In addition, Jefferies Broadview may have given various analyses more or less weight than other analyses, and may have deemed various assumptions more or less probable than other assumptions, so that the range of valuation resulting from any particular analysis described below should not be taken to be Jefferies Broadview's view of MapInfo's actual value. Accordingly, the conclusions reached by Jefferies Broadview are based on all analyses and factors taken as a whole and also on the application of Jefferies Broadview's own experience and judgment.

In performing its analyses, Jefferies Broadview made numerous assumptions with respect to industry performance, general business, economic, monetary, regulatory, market and other conditions and other matters, many of which are beyond MapInfo's and Jefferies Broadview's control. The analyses performed by Jefferies Broadview are not necessarily indicative of actual values or actual future results, which may be significantly more or less favorable than suggested by such analyses. In addition, analyses relating to the per share value of MapInfo common stock do not purport to be appraisals or to reflect the prices at which shares of MapInfo common stock may actually be sold. The analyses performed were prepared solely as part of Jefferies Broadview's analysis of the fairness, from a financial point of view, of the consideration to be received by holders of MapInfo common stock pursuant to the Transaction, and were provided to the Special Committee and the MapInfo Board in connection with the delivery of Jefferies Broadview's opinion.

The following is a summary of the material financial and comparative analyses performed by Jefferies Broadview in connection with Jefferies Broadview's delivery of its opinion. The financial analyses summarized below include information presented in tabular format. In order to fully understand Jefferies Broadview's financial analyses, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses. Considering the data described below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of Jefferies Broadview's financial analyses.

Transaction Overview. Based upon the approximately 23.3 million shares of MapInfo common stock that were outstanding as of February 28, 2007 on a fully diluted basis (calculated using the treasury stock method), Jefferies Broadview noted that the consideration pursuant to the Transaction of $20.25 per share implied an equity market value of approximately $472.1 million. Net of approximately $14.0 million of indebtedness and approximately $77.0 million of cash and cash equivalents, Jefferies Broadview noted that the Transaction consideration implied a net enterprise value of approximately $409.1 million. Jefferies Broadview also noted that the consideration of $20.25 per share of MapInfo common stock represented:

- a premium of 54.8% over the closing price per share of MapInfo common stock on March 13, 2007; and
- a premium of 42.5% over the closing price per share of MapInfo common stock on February 13, 2007.

Historical Trading Analysis. Jefferies Broadview reviewed the share price trading history of the MapInfo common stock for the one-year period ending March 13, 2007 on a stand-alone basis and also in relation to the

NASDAQ Composite and to a composite index consisting of the following business analytics software vendors with trailing twelve month, or TTM, revenue greater than $50 million and positive revenue growth:

- Actuate Corporation;
- Applix, Inc.;
- Business Objects SA;
- Cognos Incorporated;
- MicroStrategy Incorporated; and
- SPSS, Inc.

Comparable Public Company Analysis. Using publicly available information and information provided by MapInfo's management, Jefferies Broadview analyzed the trading multiples of MapInfo and the corresponding trading multiples of the group of companies listed above under "Historical Trading Analysis." In its analysis, Jefferies Broadview derived and compared multiples for MapInfo and the selected companies, calculated as follows:

- the enterprise value divided by TTM revenue, which is referred to as "Enterprise Value/TTM Revenue,"
- the enterprise value divided by estimated revenue for fiscal year 2007, which is referred to as "Enterprise Value/2007E Revenue,"
- the enterprise value divided by estimated revenue for fiscal year 2008, which is referred to as "Enterprise Value/2008E Revenue,"
- the enterprise value divided by TTM earnings before interest, taxes, depreciation and amortization, or EBITDA, which is referred to as "Enterprise Value/TTM EBITDA,"
- the enterprise value divided by estimated EBITDA for fiscal year 2007, which is referred to as "Enterprise Value/2007E EBITDA,"
- the enterprise value divided by estimated EBITDA for fiscal year 2008, which is referred to as "Enterprise Value/2008E EBITDA,"
- the price per share divided by TTM earnings per share, or EPS, which is referred to as "TTM P/E,"
- the price per share divided by estimated EPS for fiscal year 2007, which is referred to as "2007 P/E," and
- the price per share divided by estimated EPS for fiscal year 2008, which is referred to as "2008 P/E."

This analysis indicated the following:

Comparable Public Company Multiples

Benchmark	Median	High	Low	MapInfo
Enterprise Value/TTM Revenue	2.8x	5.2x	2.1x	1.4x
Enterprise Value/2007E Revenue	2.6x	4.7x	1.9x	1.2x
Enterprise Value/2008E Revenue	2.0x	4.2x	1.8x	1.1x
Enterprise Value/TTM EBITDA	14.3x	21.5x	9.2x	8.9x
Enterprise Value/2007E EBITDA	12.5x	16.2x	8.7x	7.4x
Enterprise Value/2008E EBITDA	10.1x	12.7x	7.6x	5.7x
TTM P/E	23.3x	25.9x	20.9x	18.7x
2007 P/E	21.0x	24.7x	18.1x	16.8x
2008 P/E	17.4x	21.9x	14.9x	12.5x

Using a reference range of 2.0x to 2.75x MapInfo's TTM revenues, 1.75x to 2.5x MapInfo's 2007E Revenue and 1.5x to 2.25x MapInfo's 2008E Revenue, Jefferies Broadview determined an implied enterprise value for MapInfo, then subtracted debt and added cash to determine an implied equity value. After accounting for the vesting of in-the-money stock options, this analysis indicated a range of implied values per share of MapInfo common stock of approximately $17.36 to $22.45 using TTM revenues, $17.22 to $22.99 using 2007E Revenue and $16.90 to $23.46 using 2008E Revenue, in each case compared to the consideration pursuant to the Transaction of $20.25 per share of MapInfo common stock.

Using a reference range of 9.0x to 14.0x MapInfo's TTM EBITDA, 8.5x to 12.5x MapInfo's 2007E EBITDA, and 7.5x to 10.0x MapInfo's 2008E EBITDA, Jefferies Broadview determined an implied enterprise value for MapInfo, then subtracted debt and added cash to determine an implied equity value. After accounting for the vesting of in-the-money stock options, this analysis indicated a range of implied values per share of MapInfo common stock of approximately $13.19 to $18.43 using TTM EBITDA, $14.53 to $19.60 using 2007E EBITDA, and $16.03 to $20.12 using 2008E EBITDA, in each case compared to the consideration pursuant to the Transaction of $20.25 per share of MapInfo common stock.

Using a reference range of 21.0x to 26.0x MapInfo's TTM EPS, 18.0x to 23.0x MapInfo's 2007E EPS, and 15.0x to 20.0x MapInfo's 2008E EPS, Jefferies Broadview determined an implied equity value. This analysis indicated a range of implied values per share of MapInfo common stock of approximately $14.65 to $18.14 using TTM EPS, $14.03 to $17.93 using 2007E EPS, and $15.72 to $20.95 using 2008E EPS, in each case compared to the consideration pursuant to the Transaction of $20.25 per share of MapInfo common stock.

No company utilized in the comparable company analysis is identical to MapInfo. In evaluating the selected companies, Jefferies Broadview made judgments and assumptions with regard to industry performance, general business, economic, market and financial conditions and other matters, many of which are beyond MapInfo's and Jefferies Broadview's control. Mathematical analysis, such as determining the median, is not in itself a meaningful method of using comparable company data.

Comparable Transaction Analysis. Using publicly available and other information, Jefferies Broadview examined the following ten transactions involving business analytics (including location-related) software vendors with seller TTM revenue greater than $50 million. The transactions considered and the month and year each transaction was announced were as follows:

Target	Acquiror	Month and Year Announced
Hyperion Solutions Corporation	Oracle Corporation	March 2007
@Road Inc.	Trimble Navigation Ltd.	December 2006
InterGraph Corporation	Hellman & Friedman and Texas Pacific Group	August 2006
Firstlogic, Inc.	Business Objects SA	February 2006
E.Piphany Inc.	SSA Global Technologies, Inc.	August 2005
Algorithmics Incorporated	Fimalac SA	December 2004
QAS Limited	GUS plc	October 2004
Seisint, Inc.	Reed Elsevier plc	July 2004
Barra, Inc.	Morgan Stanley	April 2004
Group 1 Software, Inc.	Pitney Bowes Inc.	April 2004

Using publicly available estimates and other information for each of these transactions, Jefferies Broadview reviewed the transaction value as a multiple of the target company's TTM Revenue immediately preceding announcement of the transaction, which is referred to below as "Transaction Value/TTM Revenue," and as a multiple of the target company's TTM EBITDA immediately preceding announcement of the transaction, which is referred to below as "Transaction Value/TTM EBITDA." In each case, the price paid in the transaction was adjusted for the target's cash and debt at the time of acquisition, if known. This analysis indicated the following:

Selected Comparable Transaction Multiples

Benchmark	High	Low	Mean	Median
Enterprise Value/TTM Revenue	6.5x	1.1x	2.9x	2.4x
Enterprise Value/TTM EBITDA	16.6x	12.8x	14.6x	14.4x

Using a reference range of 1.8x to 3.0x MapInfo's TTM Revenue and 12.5x to 16.0x MapInfo's TTM EBITDA, Jefferies Broadview determined an implied enterprise value for MapInfo, then subtracted debt and added cash to determine an implied equity value. After accounting for the vesting of in-the-money stock options, this analysis indicated a range of implied values per share of MapInfo common stock of approximately $16.00 to $24.15 using TTM Revenue and $16.86 to $20.53 using TTM EBITDA, in each case compared to the consideration pursuant to the Transaction of $20.25 per share of MapInfo common stock.

No transaction utilized as a comparison in the comparable transaction analysis is identical to the Transaction. In evaluating the Transaction, Jefferies Broadview made numerous judgments and assumptions with regard to industry performance, general business, economic, market, and financial conditions and other matters, many of which are beyond MapInfo's and Jefferies Broadview's control. Mathematical analysis, such as determining the average or the median, is not in itself a meaningful method of using comparable transaction data.

Premiums Paid Analysis. Using publicly available information, Jefferies Broadview analyzed the premiums offered in selected North American software transactions with equity consideration between $100 million and $1 billion announced since January 1, 2005. For each of these transactions, Jefferies Broadview calculated the premium represented by the offer price over the target company's closing share price one trading day and twenty trading days prior to the transaction's announcement. This analysis indicated the following median premiums for those time periods prior to announcement:

Time Period Prior to Announcement	High Premium	Low Premium	Median Premium
1-trading day	83.3%	(5.2)%	23.5%
20-trading days	134.5%	(7.2)%	30.3%

Using these premiums, this analysis indicated a range of implied value per share of MapInfo common stock of approximately $12.40 to $23.98 using the high and low premiums 1-trading day prior to announcement, and approximately $13.19 to $33.32 using the high and low premiums 20-trading days prior to announcement, compared to the consideration pursuant to the Transaction of $20.25 per share of MapInfo common stock.

Discounted Cash Flow Analysis. Jefferies Broadview performed a discounted cash flow analysis to estimate the present value of the free cash flows of MapInfo through the fiscal year ending September 30, 2012 using MapInfo management's financial projections, discount rates ranging from 15.0% to 19.0%, and perpetual growth rates of free cash flow after fiscal year 2012 ranging from 3.0% to 5.0%. To determine the implied total equity value for MapInfo, Jefferies Broadview subtracted total indebtedness and added cash and cash equivalents to the implied enterprise value for MapInfo. After accounting for the vesting of in-the-money stock options, this analysis indicated a range of implied values per share of MapInfo common stock of approximately $13.82 to $18.79, compared to the consideration pursuant to the Transaction of $20.25 per share of MapInfo common stock.

Jefferies Broadview's opinion was one of many factors taken into consideration by the Special Committee in making its determination to recommend the Transaction to the MapInfo Board and should not be considered determinative of the views of the Special Committee or the MapInfo Board with respect to the Transaction.

Jefferies Broadview was selected by the Special Committee based on Jefferies Broadview's qualifications, expertise and reputation. Jefferies Broadview, a division of Jefferies & Company, Inc., is an internationally recognized investment banking and advisory firm. Jefferies Broadview, as part of its investment banking business, is regularly engaged in the valuation of businesses and securities in connection with mergers and acquisitions, negotiated underwritings, competitive biddings, secondary distributions of listed and unlisted securities, private placements, financial restructurings and other financial services.

Pursuant to an engagement letter between MapInfo and Jefferies Broadview dated December 4, 2006, MapInfo agreed to pay Jefferies Broadview a fee for its services based on a percentage of the total value of the Transaction, which fee is estimated to be approximately $5.6 million. Of this amount, $50,000 was payable upon execution of the engagement letter, $500,000 was payable upon delivery of Jefferies Broadview's opinion, and the balance is payable contingent upon Pitney Bowes's acquisition of all or substantially all of the outstanding shares of MapInfo common stock in the Offer and/or Merger. In addition, MapInfo has agreed to reimburse Jefferies Broadview for reasonable expenses incurred, including reasonable fees and disbursements of Jefferies Broadview's legal counsel. MapInfo also has agreed to indemnify Jefferies Broadview and certain related parties against liabilities, including liabilities under federal securities laws, arising out of or in connection with the services rendered and to be rendered by it under its engagement. Jefferies Broadview has, in the past, provided financial advisory and financing services to MapInfo and may continue to do so, and has received, and may receive, fees for the rendering of such services. Jefferies Broadview maintains a market in the securities of MapInfo, and in the ordinary course of Jefferies Broadview's business, Jefferies Broadview and its affiliates may trade or hold securities of MapInfo or Pitney Bowes and/or their respective affiliates for Jefferies Broadview's own account and for the accounts of Jefferies Broadview's customers and, accordingly, may at any time hold long or short positions in those securities. In addition, Jefferies Broadview may seek to, in the future, provide financial advisory and financing services to MapInfo, Pitney Bowes or entities that are affiliated with MapInfo or Pitney Bowes, for which Jefferies Broadview would expect to receive compensation.

Item 5. Persons/Assets, Retained, Employed, Compensated or Used.

Information pertaining to the retention of Jefferies Broadview in Item 4, under the heading "Opinion of Jefferies Broadview," is incorporated herein by reference.

Except as described above, neither the Company nor any other person acting on its behalf currently intends to employ, retain or compensate any other person to make solicitations or recommendations to the Company's stockholders on its behalf concerning the Offer.

Item 6. Interest in Securities of the Subject Company.

On February 13, 2007, under the 1993 Director Stock Option Plan, as amended, the Company granted to each non-employee director of the Company (Ms. Kahn, Dr. Orebi Gann and Messrs. Massie and Schechter) a non-statutory option to purchase 20,000 shares of Common Stock at an exercise price of $14.21, which was equal to the fair market value of the Common Stock on the date of grant.

On February 13, 2007, under the 2005 Stock Incentive Plan, as amended, the Company granted to John Cavalier, a non-statutory option to purchase 20,000 shares of Common Stock at an exercise price of $14.21, which was equal to the fair market value of the Common Stock on the date of grant.

During the 60 days prior to the date of this Schedule and in the ordinary course, the Company has issued shares of Common Stock to holders of options to purchase Common Stock upon the exercise of such options by the holders thereof.

No other transactions in Company securities have been effected during the past 60 days by the Company or any subsidiary of the Company or, to the knowledge of the Company, by any executive officer, director or affiliate of the Company.

Item 7. Purposes of the Transaction and Plans or Proposals.

Except as set forth in this Schedule 14D-9, the Company is not undertaking or engaged in any negotiations in response to the Offer that relate to:

- a tender offer or other acquisition of the Company's securities by the Company, any of its subsidiaries or any other person;
- an extraordinary transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries;
- a purchase, sale or transfer of a material amount of assets of the Company or any of its subsidiaries; or
- any material change in the present dividend rate or policy, or indebtedness or capitalization of the Company.

Except as set forth in this Schedule 14D-9, there are no transactions, board resolutions, agreements in principle or signed contracts in response to the Offer that relate to one or more of the matters referred to in this Item 7.

Item 8. Additional Information.

Information Statement

The Information Statement attached as Annex I hereto is being furnished in connection with the possible designation by Offeror, pursuant to the Merger Agreement, of certain persons to be appointed to the MapInfo Board, other than at a meeting of the Company's stockholders as described in Item 3 above and in the Information Statement, and is incorporated herein by reference.

Top-Up Option

Subject to the terms and conditions of the Merger Agreement, the Company has granted to Offeror a one-time option to acquire from the Company, at a cash price per share equal to the Offer Price, up to an additional number of shares of Common Stock such that immediately after the issuance of those additional shares, Offeror will own one share more than 90% of the outstanding shares of Common Stock on a fully-diluted basis (the "Top-Up Option"). The Top-Up Option may be exercised at or after the first time at which Offeror accepts for payment, and pays for, any shares of Common Stock pursuant to the Offer and the expiration of any subsequent offering period, if applicable. The Top-Up Option may not be exercised to the extent the number of shares of Common Stock issuable upon exercise of the Top-Up Option would require approval of the Company's stockholders under the rules of the Nasdaq Stock Market or would exceed the number of authorized but unissued shares of Common Stock, or if any law or order of a governmental authority would prohibit or require any consent from, or any action by or filing with or notification to, any governmental authority or the Company's stockholders, in connection with the exercise of the Top-Up Option or the delivery of shares of Common Stock in respect of such an exercise, which has not already been obtained. If Offeror exercises the Top-Up Option, resulting in Offeror owning more than 90% of the outstanding shares of Common Stock, Offeror will be able to effect, subject to the terms and conditions of the Merger Agreement, a short-form merger under the DGCL, which means that the Offeror may effect the Merger without any further action by the Company's stockholders (a "Short-Form Merger").

Vote Required to Approve the Merger and DGCL Section 253

The MapInfo Board has approved the Offer, the Merger and the Merger Agreement in accordance with the DGCL. Under Section 253 of the DGCL, if Offeror acquires, pursuant to the Offer or otherwise, including the issuance by the Company of shares upon the exercise by Offeror of the Top-Up Option, at least 90% of the outstanding shares of Common Stock, Offeror will be able to effect a Short-Form Merger. If Offeror acquires, pursuant to the Offer or otherwise, less than 90% of the outstanding shares of Common Stock, the affirmative vote of the holders of a majority of the outstanding shares of Common Stock will be required under the DGCL to effect the Merger.

State Takeover Laws

The Company is incorporated under the laws of the State of Delaware. In general, Section 203 of the DGCL prevents an "interested stockholder" (including a person who owns or has the right to acquire 15% or more of a corporation's outstanding voting stock) from engaging in a "business combination" (defined to include mergers and certain other actions) with a Delaware corporation for a period of three years following the date such person became an interested stockholder unless, among other things, the "business combination" is approved by the board of directors of such corporation prior to such date. In accordance with the provisions of Section 203, the MapInfo Board has approved the Merger Agreement and the transactions contemplated thereby and has taken all appropriate action so that the restrictions on business combinations set forth in Section 203, with respect to the Company, will not be applicable to Parent and Offeror by virtue of such actions.

Antitrust

Antitrust in the United States

Under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and the related rules and regulations that have been issued by the Federal Trade Commission (the "FTC"), certain acquisition transactions may not be consummated until specified information and documentary material has been furnished for review by the FTC and the Antitrust Division of the Department of Justice (the "Antitrust Division") and specified waiting period requirements have been satisfied. These requirements apply to Offeror's acquisition of the Common Stock in the Offer and the Merger.

Under the HSR Act, the purchase of Common Stock in the Offer may not be completed until the expiration of a 15 calendar day waiting period following the filing of certain required information and documentary material concerning the Offer with the FTC and the Antitrust Division, unless the waiting period is earlier terminated by the FTC and the Antitrust Division or extended by a request for additional information or documentary material prior to that time. The Company and Offeror filed a Premerger Notification and Report Form under the HSR Act with the FTC and the Antitrust Division in connection with Offeror's purchase of Common Stock in the Offer and the Merger on March 21, 2007, and the required waiting period with respect to the Offer and the Merger will expire at 11:59 p.m., New York City time, on April 5, 2007, the 15th calendar day following the filing, unless earlier terminated by the FTC and the Antitrust Division or the Company receives a request for additional information or documentary material prior to that time. If, at the end of the 15 calendar day waiting period, either the FTC or the Antitrust Division issues a request for additional information or documentary material from Parent or Offeror, the waiting period with respect to the Offer and the Merger would be extended for an additional period of ten calendar days following the date of the Company's substantial compliance with that request. Only one extension of the waiting period pursuant to a request for additional information is authorized by the HSR Act rules. After that time, the waiting period may be extended only by court order or with Parent or Offeror's consent. The FTC or the Antitrust Division may terminate the additional ten calendar day waiting period before its expiration. In practice, complying with a request for additional information or documentary material can take a significant period of time.

At any time before or after the purchase of Common Stock by Offeror, the FTC or the Antitrust Division could take any action under the antitrust laws that it either considers necessary or desirable in the public interest, including seeking to enjoin the purchase of Common Stock in the Offer and the Merger, the divestiture of Common Stock purchased in the Offer or the divestiture of substantial assets of Offeror, the Company or any of their respective subsidiaries or affiliates. Private parties as well as state attorneys general and foreign antitrust regulators may also bring legal actions under the antitrust laws under certain circumstances.

Antitrust in Germany

Under the provisions of the German Act against Restraints on Competition ("ARC"), the acquisition of Common Stock pursuant to the Offer may be consummated if the acquisition is approved by the German Federal

Cartel Office ("FCO"), either by written approval or by expiration of a one-month waiting period commenced by the filing by Parent of a complete notification (the "German Notification") with respect to the Offer, unless the FCO notifies Pitney Bowes within the one-month waiting period of the initiation of an in-depth investigation. If the FCO initiates an in-depth investigation, the acquisition of Common Stock under the Offer may be consummated if the acquisition is approved by the FCO, either by written approval or by expiration of a four-month waiting period commenced by the filing of the German Notification, unless the FCO notifies Parent within the four-month waiting period that the acquisition satisfies the conditions for a prohibition and may not be consummated. The written approval by the FCO or the expiration of any applicable waiting period is a condition to the Purchaser's obligation to accept for payment and pay for Common Stock tendered pursuant to the Offer.

Pursuant to the requirements of ARC, Parent intends to file the German Notification on or about March 22, 2007, or as promptly thereafter as practical.

Other Foreign Competition Law Filings

The Company also conducts business in a number of other foreign countries. In connection with the purchase of Common Stock pursuant to the Offer, the laws of certain of these foreign countries may require the filing of information with, or the obtaining of the approval of, governmental authorities therein. After commencement of the Offer, if Parent and the Company determine that any such laws apply to the Offer, they intend to take such action as such laws may require, but no assurance can be given that such approvals will be obtained. The Offer is conditioned upon obtaining material governmental approvals.

Appraisal Rights

No appraisal rights are available in connection with the Offer. However, if the Merger is consummated, persons who are then stockholders of the Company will have certain rights under Section 262 of the DGCL to demand appraisal of, and payment in cash of the fair value of, their shares of Common Stock. Such rights, if the statutory procedures were complied with, will lead to a judicial determination of the fair value (excluding any element of value arising from the accomplishment or expectation of the Merger) required to be paid in cash to such dissenting stockholders for their shares of Common Stock. The value so determined could be more or less than or the same as the Offer Price or the consideration per share of Common Stock to be paid in the Merger. Stockholders should be aware that opinions of investment banking firms as to the fairness from a financial point of view of the consideration payable in a transaction are not opinions as to fair value under Section 262 of the DGCL.

The foregoing summary of the rights of dissenting stockholders under the DGCL does not purport to be a complete statement of the procedures to be followed by stockholders desiring to exercise any appraisal rights under the DGCL. The preservation and exercise of appraisal rights require strict adherence to the applicable provisions of the DGCL. Appraisal rights cannot be exercised at this time. The information set forth above is for informational purposes only with respect to alternatives available to stockholders if the Merger is consummated. Stockholders who will be entitled to appraisal rights in connection with the Merger will receive additional information concerning appraisal rights and the procedures to be followed in connection therewith before such stockholders have to take any action relating thereto. Stockholders who sell shares of Common Stock in the Offer will not be entitled to exercise appraisal rights.

Item 9. Exhibits.

Exhibit No.	Description
(a)(1)	Offer to Purchase dated March 22, 2007 (incorporated herein by reference to Exhibit (a)(1)(i) to Offeror's Tender Offer Statement on Schedule TO, filed by Parent and Offeror with respect to the Company on March 22, 2007 (the "Schedule TO")).
(a)(2)	Form of Letter of Transmittal (incorporated herein by reference to Exhibit (a)(1)(ii) to the Schedule TO).
(a)(3)	Form of Notice of Guaranteed Delivery (incorporated herein by reference to Exhibit (a)(1)(iii) to the Schedule TO).
(a)(4)	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees (incorporated herein by reference to Exhibit (a)(1)(iv) to the Schedule TO).
(a)(5)	Form of Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees (incorporated herein by reference to Exhibit (a)(1)(v) to the Schedule TO).
(a)(6)	Form of Summary Advertisement as published on March 22, 2007 in The Wall Street Journal (incorporated herein by reference to Exhibit (a)(1)(vii) to the Schedule TO).
(a)(7)	Joint Press Release, dated March 15, 2007, regarding the proposed transaction between the Company, Offeror and Parent (incorporated herein by reference to the Joint Press Release filed under the cover of Schedule 14D-9 by the Company on March 15, 2007).
(a)(8)	Letter to Stockholders of the Company dated March 22, 2007.**
(e)(1)	Agreement and Plan of Merger dated as of March 14, 2007 among Parent, Offeror and the Company (incorporated by reference to Exhibit 2.1 to the Form 8-K filed by the Company with the SEC on March 16, 2007).
(e)(2)	Employment Agreement, dated as of December 7, 2006, between the Company and John C. Cavalier (incorporated by reference to Exhibit 10.1 to the Form 8-K filed by the Company with the SEC on December 12, 2006).
(e)(3)	Employment Agreement, dated as of December 28, 2006, between the Company and Mark P. Cattini (incorporated by reference to Exhibit 10.1 to the Form 8-K filed by the Company with the SEC on January 4, 2007).
(e)(4)	Employment Agreement, dated as of December 28, 2006, between the Company and Michael Hickey (incorporated by reference to Exhibit 10.2 to the Form 8-K filed by the Company with the SEC on January 4, 2007).
(e)(5)	Employment Agreement, dated as of December 28, 2006, between the Company and K. Wayne McDougall (incorporated by reference to Exhibit 10.3 to the Form 8-K filed by the Company with the SEC on January 4, 2007).
(e)(6)	Employment Agreement, dated as of December 28, 2006, between the Company and George Moon (incorporated by reference to Exhibit 10.4 to the Form 8-K filed by the Company with the SEC on January 4, 2007).
(e)(7)	Employment Agreement, dated as of December 28, 2006, by and between the Company and Daniel T. Gerron (incorporated by reference to Exhibit 10.1 to the Form 10-Q filed by the Company with the SEC on February 9, 2007).
(e)(8)	Employment Agreement, dated as of December 28, 2006, by and between the Company and James Scott (incorporated by reference to Exhibit 10.2 to the Form 10-Q filed by the Company with the SEC on February 9, 2007).

Exhibit No.	Description
(e)(9)	Retention Agreement, dated as of March 14, 2007, between Parent and Mark P. Cattini*
(e)(10)	Retention Agreement, dated as of March 14, 2007, between Parent and Michael Hickey*
(e)(11)	Retention Agreement, dated as of March 14, 2007, between Parent and Daniel T. Gerron*
(e)(12)	Retention Agreement, dated as of March 14, 2007, between Parent and James Scott*
(e)(13)	Confidentiality Agreement, dated as of December 19, 2006, by and between Parent and the Company*
(e)(14)	Opinion of Jefferies Broadview to the Board of Directors of the Company, dated March 14, 2007 (included as Annex II hereto).**
(g)	None.

* Filed herewith.

** Filed herewith and included in the copy of the Schedule 14D-9 mailed to the Company's stockholders.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

By: /s/ MARK P. CATTINI
Name: **Mark P. Cattini**
Title: **President and Chief Executive Officer**

Dated: March 22, 2007

ANNEX I

MAPINFO CORPORATION
ONE GLOBAL VIEW
TROY, NEW YORK 12180

INFORMATION STATEMENT PURSUANT TO SECTION 14(f) OF
THE SECURITIES EXCHANGE ACT OF 1934 AND RULE 14f-1 THEREUNDER

This Information Statement is being mailed on or about March 22, 2007 to holders of record of common stock, par value $0.002 per share, of the Company (the "Common Stock") as a part of the Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") of MapInfo Corporation ("MapInfo" or the "Company") with respect to the tender offer by Magellan Acquisition Corp., a Delaware corporation ("Offeror"), and a wholly-owned subsidiary of Pitney Bowes Inc., a Delaware corporation ("Parent"), for all of the issued and outstanding shares of Common Stock. Capitalized terms used and not otherwise defined herein shall have the meaning set forth in the Schedule 14D-9. Unless the context indicates otherwise, in this Information Statement, we use the terms "us," "we" and "our" to refer to the Company. You are receiving this Information Statement in connection with the possible election of persons designated by Offeror to at least a majority of the seats on the Board of Directors of the Company (the "MapInfo Board"). Such designation is to be made pursuant to an Agreement and Plan of Merger, dated as of March 14, 2007, as such may be amended from time to time (the "Merger Agreement"), among Parent, Offeror and the Company.

Pursuant to the Merger Agreement, Offeror commenced a cash tender offer on March 22, 2007, to purchase all of the issued and outstanding shares of Common Stock at a purchase price of $20.25 per share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated March 22, 2007 (as amended or supplemented from time to time, the "Offer to Purchase") and the related Letter of Transmittal (the Offer reflected by such Offer to Purchase and Letter of Transmittal, together with any amendments or supplements thereto, collectively constitute the "Offer"). Unless extended in accordance with the terms and conditions of the Merger Agreement, the Offer is scheduled to expire at 12:00 midnight, New York City time, on April 18, 2007, at which time if all conditions to the Offer have been satisfied or waived, Offeror will purchase all shares of Common Stock validly tendered pursuant to the Offer and not properly withdrawn. Copies of the Offer to Purchase and the accompanying Letter of Transmittal have been mailed with the Schedule 14D-9 to MapInfo stockholders and are filed as exhibits to the Schedule 14D-9 filed by the Company with the Securities and Exchange Commission (the "SEC") on March 22, 2007.

The Merger Agreement provides that promptly upon the acceptance for payment of, and payment by Offeror for any shares of Common Stock pursuant to the Offer, Offeror shall be entitled to designate such number of members of the MapInfo Board as will give Offeror, subject to compliance with Section 14(f) of the Exchange Act of 1934 as amended (the "Exchange Act"), representation equal to at least that number of directors, rounded up to the next whole number, which is the product of (i) the total number of directors (giving effect to the directors elected pursuant to this sentence) multiplied by (ii) the percentage that (A) such number of shares of Common Stock so accepted for payment and paid for pursuant to the Offer plus the number of shares of Common Stock otherwise owned by Parent or Offeror bears to (B) the number of shares of Common Stock outstanding, and the Company shall, at such time, cause such designees to be so elected. As a result, Offeror will have the ability to designate a majority of the MapInfo Board following consummation of the Offer.

However, in the event that the Offeror's designees are appointed or elected to the MapInfo Board prior to the Effective Time, such board of directors shall have at least two directors who were directors on the date of the Merger Agreement and who will be independent for purposes of Rule 10A-3 under the Exchange Act (the "Independent Directors"). In the event that the number of Independent Directors is reduced below two for any reason whatsoever, any remaining Independent Directors (or Independent Director, if there shall be only one remaining) shall be entitled to designate persons to fill such vacancies who shall be deemed to be Independent Directors for purposes of the Merger Agreement or, if no Independent Directors then remain, the other directors

shall designate three persons to fill such vacancies who will be independent for purposes of Rule 10A-3 under the Exchange Act, and such persons shall be deemed to be Independent Directors for purposes of the Merger Agreement.

This Information Statement is required by Section 14(f) of the Exchange Act and Rule 14f-1 thereunder in connection with the appointment of Offeror's designees to the MapInfo Board. You are urged to read this Information Statement carefully. You are not, however, required to take any action. The information contained in this Information Statement (including information herein incorporated by reference) concerning Parent, Offeror and Offeror's designees has been furnished to the Company by Parent, and the Company assumes no responsibility for the accuracy or completeness of such information.

OFFEROR DESIGNEES

Offeror has informed the Company that it will choose its designees for the MapInfo Board from the list of persons set forth below. In the event that additional designees of Offeror are required in order to constitute a majority of the MapInfo Board, such additional designees will be selected by Offeror from among the directors and executive officers of Parent and Offeror contained in Annex II of the Offer to Purchase, which is incorporated herein by reference. The following table, prepared from information furnished to the Company by Parent, sets forth, with respect to each individual who may be designated by Offeror as one of its designees, the name, age of the individual as of March 22, 2007, present principal occupation and employment history during the past five years. Parent has informed the Company that each such individual (unless otherwise specified) is a U.S. citizen and has consented to act as a director of the Company if so appointed or elected. Unless otherwise indicated below, the business address of each such person is Pitney Bowes Inc., One Elmcroft Road, Stamford, Connecticut 06926-0700.

Parent and Offeror have informed the Company that none of the individuals listed below has, during the past five years, (i) been convicted in a criminal proceeding, (ii) been a party to any judicial or administrative proceeding that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, U.S. federal or state securities laws, or a finding of any violation of U.S. federal or state securities laws, (iii) filed a petition under Federal bankruptcy laws or any state insolvency laws or has had a receiver appointed to the person's property or (iv) been subject to any judgment, decree or final order enjoining the person from engaging in any type of business practice. None of the individuals below is related to any other nominee or to any executive officer of the Company.

Name	Age	Current Principal Occupation and Five-Year Employment History
Leslie R. Abi-Karam	48	Ms. Abi-Karam is the Executive Vice President and President of Document Messaging Technologies and has served as an officer of Pitney Bowes since 2005. She has been employed by Pitney Bowes for at least the past five years.
Murray D. Martin	59	Mr. Martin is the President and Chief Operating Officer and a director of Pitney Bowes. Mr. Martin has served as an officer of Pitney Bowes since 1998 and a director since March 2007. Mr. Martin is also a director of The Brink's Company. Mr. Martin is a Canadian citizen.
Michele Coleman Mayes	57	Ms. Mayes is a Senior Vice President and the General Counsel of Pitney Bowes and has served as an officer of Pitney Bowes since 2003. Ms. Mayes joined Pitney Bowes in February 2003 as its Senior Vice President and General Counsel. Prior to joining Pitney Bowes, Ms. Mayes was Vice President—Legal, Assistant Secretary and Corporate Officer of Colgate-Palmolive Company. Ms. Mayes also served as Vice President and Deputy General Counsel—International and Corporate as well as Vice President of Human Resources and Legal for Colgate North America. Prior to joining Colgate-Palmolive Company, Ms. Mayes also held various legal positions at Unisys Corporation. Ms. Mayes is also a director of Assurant, Inc.
Steven J. Green	55	Mr. Green has been Vice President—Finance and Chief Accounting Officer of Pitney Bowes since February 2005. Mr. Green was Vice President—Finance and Administration, Global Mailstream Solutions from 1996 to 2005 and has been an officer of Pitney Bowes since 2005.

Parent and Offeror have advised the Company that none of the designees listed above is currently a director of, or holds any position with, the Company. Parent and Offeror have advised the Company that none of the designees listed above or any of his or her affiliates (i) has a familial relationship with any directors or executive officers of the Company or (ii) has been involved in any transactions with the Company or any of its directors, officers or affiliates which are required to be disclosed pursuant to the rules and regulations of the Securities and Exchange Commission, except as may be disclosed herein.

CERTAIN INFORMATION CONCERNING THE COMPANY

The authorized capital stock of the Company consists of 50,000,000 shares of Common Stock, and 1,000,000 shares of Preferred Stock, par value $0.01 per share. As of March 12, 2007, 21,768,166 shares of Common Stock were issued and outstanding and no shares of Preferred Stock were outstanding.

The Common Stock is the only class of voting securities of the Company outstanding that is entitled to vote at a meeting of stockholders of the Company. Each share of Common Stock entitles the record holder to one vote on all matters submitted to a vote of the stockholders.

Beneficial Ownership of Common Stock

The following table sets forth certain information, as of March 12, 2007, with respect to the beneficial ownership of the Company's Common Stock by (i) each person known by the Company to beneficially own more than 5% of the outstanding shares of Common Stock, (ii) each director of the Company, (iii) each executive officer of the Company named in the Summary Compensation Table set forth under the caption "Executive Compensation" below and (iv) all directors and executive officers of the Company as of March 12, 2007 as a group:

Beneficial Owner	Number of Shares Beneficially Owned (1)	Percentage of Common Stock Outstanding (2)
Westport Asset Management, Inc./Westport Advisors LLC (3)	1,171,348	5.4%
Barclays Global Investors, NA (4)	1,118,975	5.1%
Mark P. Cattini (5)	435,578	2.0%
Michael J. Hickey (6)	207,974	*
John C. Cavalier (7)	234,702	*
George C. Moon (8)	83,805	*
K. Wayne McDougall (9)	124,600	*
Joni Kahn (10)	103,750	*
Robert P. Schechter (11)	82,250	*
Thomas L. Massie (12)	70,000	*
Simon J. Orebi Gann (13)	55,000	*
All directors and executive officers as a group (11 persons) (14)	1,478,796	6.8%

* Less than 1%

(1) The inclusion herein of any shares of Common Stock deemed beneficially owned does not constitute an admission of beneficial ownership of those shares. Unless otherwise indicated, each person listed above has sole voting and investment power with respect to the shares listed. Any reference in the footnotes below to stock options held by the person in question relates to stock options that were exercisable on or within 60 days after March 12, 2007. Unless otherwise indicated, the address of each stockholder is c/o MapInfo Corporation, One Global View, Troy, NY 12180.

(2) Percentage of Common Stock Outstanding is based on 21,768,166 shares outstanding as of March 12, 2007 plus any shares subject to options held by the person or entity in question which were exercisable on or within 60 days after March 12, 2007.

(3) Westport Asset Management, Inc./Westport Advisors LLC ("Westport"), with a business address of 253 Riverside Avenue, Westport, CT 06880, beneficially owned 1,171,348 shares as of December 31, 2006. Westport had sole voting power over 1,096,800 shares, shared voting power over 34,548 shares and no voting power over 40,000 shares. The information in this Note 3 is based solely on the form 13F Combined Holdings Report filed by Westport on February 7, 2007.

(4) Barclays Global Investors, NA ("Barclays"), with a business address of 45 Fremont Street, San Francisco, CA 94105, beneficially owned 1,118,975 shares as of January 31, 2007. Barclays had sole voting power over 1,070,902 shares and no voting power over 48,073 shares. The information in this Note 4 is based solely on the Schedule 13G filed with the SEC by Barclays on January 31, 2007.

(5) Includes 435,393 shares subject to stock options held by Mr. Cattini.
(6) Includes 184,324 shares subject to stock options held by Mr. Hickey. Also includes 3,087 shares subject to stock options and 3,949 shares of stock held by Mr. Hickey's spouse, as to which options and shares Mr. Hickey disclaims beneficial ownership.
(7) Includes 232,918 shares subject to stock options held by Mr. Cavalier.
(8) Includes 76,459 shares subject to stock options held by Mr. Moon.
(9) Includes 116,144 shares subject to stock options held by Mr. McDougall.
(10) Consists of 103,750 shares subject to stock options held by Ms. Kahn.
(11) Includes 81,250 shares subject to stock options held by Mr. Schechter and 1,000 shares of stock held by Mr. Schechter and his spouse in joint tenancy.
(12) Consists of 70,000 shares subject to stock options held by Mr. Massie.
(13) Consists of 55,000 shares subject to stock options held by Dr. Orebi Gann.
(14) Includes the shares described in Notes 5 through 13 above.

DIRECTORS AND EXECUTIVE OFFICERS OF THE COMPANY

Set forth below are the name, age and position of each director and executive officer of the Company as of March 14, 2007.

Name	Age	Position
John C. Cavalier	67	Chairman of the Board
Mark P. Cattini	45	President, Chief Executive Officer and Director
Joni Kahn	52	Director
Thomas L. Massie	45	Director
Simon J. Orebi Gann	57	Director
Robert P. Schechter	58	Director
Michael J. Hickey	45	Chief Operating Officer
K. Wayne McDougall	43	Vice President, Treasurer and Chief Financial Officer
George C. Moon	55	Chief Technology Officer
Daniel T. Gerron	40	Vice President, Business Planning
James D. Scott	53	Vice President, Engineering

The following are brief biographies of each current director and executive officer of the Company (including present principal occupation or employment, and material occupations, positions, offices or employment) during the past five years. Unless otherwise indicated, to the knowledge of the Company, no current director or executive officer of the Company has been convicted in a criminal proceeding during the last five years and no director or executive officer of the Company was a party to any judicial or administrative proceeding during the last five years (except for any matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

Mark P. Cattini has served as a director of the Company since February 2001. He has served as President and Chief Executive Officer of the Company since January 2001 and was President and Chief Operating Officer from July 2000 to December 2000. From January 1999 to July 2000, he served as Vice President and General Manager of Europe and Americas Sales. He also serves on the board of directors of Mobius Management Systems, Inc.

John C. Cavalier has served as Chairman of the Board of Directors of the Company since February 2002. He was Co-Chairman from January 2001 to February 2002. He served as Chief Executive Officer of the Company from November 1996 to December 2000 and served as President and Chief Executive Officer of the Company from November 1996 to July 2000. Mr. Cavalier serves as a board member and advisor to four private companies.

Joni Kahn has served as a director of the Company since June 2000. Ms. Kahn joined BearingPoint, Inc., a global management and technology consulting firm in December 2005 as Executive Vice President. From December 2004 to November 2005 she was Senior Vice President, Worldwide Professional Services and from October 2002 to November 2004 she was Group Vice President of Worldwide Professional Services for Business Objects, a provider of business intelligence solutions. Ms. Kahn was co-founder and, from March 2000 to September 2002, Chief Customer Officer, of Brience, a wireless technology company.

Thomas L. Massie has served as a director of the Company since March 2003. Since 2000, he has been President and Chief Executive Officer of Bridgeline Software, a privately-held developer of proprietary content management software and custom web applications. From 1991 to 2000, Mr. Massie was founder, Chairman and Chief Executive Officer of FOCUS Enhancements, a publicly held developer of video conversion ASIC chip technology.

Simon J. Orebi Gann has served as a director of the Company since April 2004. He joined BP in March of 2000 and is currently Strategic Resources Director—Gas, Power & Renewables and Integrated Supply and Trading. From November 1996 to March 2000 he was Managing Director of Technology and Business Strategy for the London International Financial Futures and Options Exchange.

Robert P. Schechter has served as a director of the Company since May 2002. He has been President and Chief Executive Officer of NMS Communications, a provider of voice, video and data services on wireless and wireline networks, since April 1995 and Chairman since 1996. He also serves on the board of directors of Avici Systems, Inc., Moldflow Corporation and Unica Corporation.

Michael J. Hickey has served as Chief Operating Officer since April 2002. From August 2000 to April 2002, he served as Executive Vice President, Worldwide Sales and Marketing. From June 1995 to August 2000, Mr. Hickey held a number of executive management positions with us, most recently as Group Vice President, Operations. Prior to joining MapInfo in 1995, Mr. Hickey worked at AlliedSignal for nine years in various management positions.

K. Wayne McDougall has served as Vice President, Treasurer and Chief Financial Officer since March 2003. From January 2001 to March 2003, he served as Vice President and Corporate Controller and from November 1997 to January 2001, Mr. McDougall served as our Corporate Controller. Prior to joining us, Mr. McDougall was a Business Assurance Manager at PricewaterhouseCoopers LLP, where he was employed from 1989 to 1997.

George C. Moon has served as Chief Technology Officer since April 2002. Mr. Moon served as Chief Technology Officer and Group Vice President, Research and Development from December 1999 to April 2002 and as Vice President, Engineering from July 1997 to December 1999. From April 1997 to July 1997, he served as Director, Software Development for our SpatialWare business. Previously he served as Director, Research and Development for the Spatial Technology Program of Unisys Corporation, a systems integration company, from November 1994 to March 1997.

Daniel T. Gerron has served as Vice President, Business Planning since October 2002. From October 1999 to October 2002, he served as Managing Director, Product Planning. From August 1996 to October 1999, Mr. Gerron held a number of positions with us, in a financial, strategic planning and mergers and acquisitions capacity. Prior to joining MapInfo in 1996, Mr. Gerron held various positions at Trans World Entertainment and H.C. Hwang International.

James D. Scott has served as Vice President, Engineering since October 2004. Mr. Scott served as Managing Director, Troy Engineering from April 2003 to October 2004 and as Director, Software Development in the Toronto office from August 2002 to April 2003. Prior to joining MapInfo in 2002, Mr. Scott served as Vice President, Product Development at ObjectFX, a provider of a software platform of location-based services, from September 1993 to February 2002.

INFORMATION RELATING TO THE BOARD OF DIRECTORS AND CERTAIN OF ITS COMMITTEES

Board and Committee Meetings

The Board of Directors has responsibility for establishing broad corporate policies and reviewing the Company's overall performance rather than day-to-day operations. The Board of Directors' primary responsibility is to oversee the management of the Company and, in doing so, serve the best interests of the Company and its stockholders. The Board of Directors reviews and approves corporate objectives and strategies, and evaluates significant policies and proposed major commitments of corporate resources. It evaluates the performance of the Company and its senior executives, as well as the overall effectiveness of the Board of Directors and its committees. Management keeps the directors informed of the Company's activities through regular written reports and presentations at board and committee meetings.

The Company's Corporate Governance Guidelines provide that directors are responsible for attending Board meetings and meetings of committees on which they serve, and that directors are encouraged to attend the annual meeting of stockholders. The Board of Directors met six times during fiscal 2006 and also acted by written consent three times. Additionally, the independent directors met two times during fiscal 2006. Each current director attended at least 75% of the aggregate of the total number of Board meetings and the total number of meetings held by all committees of the Board on which he or she then served. Messrs. Cattini, Cavalier, Massie, Dr. Orebi Gann and Ms. Kahn attended the 2006 Annual Meeting of Stockholders.

The Board of Directors has established three standing committees—Audit, Compensation and Nominating and Corporate Governance—each of which operates under a charter that has been approved by the Board. Current copies of each committee's charter are posted on the Governance section of the Investor Relations section of the Company's website, www.mapinfo.com. The Board of Directors has determined that all of the members of each of the Board's three standing committees are independent as defined under the rules of the NASDAQ Global Market that are applicable to the Company, including, in the case of all members of the Audit Committee, the independence requirements contemplated by Rule 10A-3 under the Exchange Act. In addition, all members of the Audit Committee are independent as defined by the rules of the NASDAQ Global Market for Audit Committee membership.

Audit Committee

The Audit Committee's responsibilities include:

- appointing, approving the compensation of, and assessing the independence of the Company's registered independent accounting firm;
- overseeing the work of the Company's registered independent public accountants, including through the receipt and consideration of certain reports from the Company's registered independent accounting firm;
- reviewing and discussing with management and the registered independent public accountants the Company's annual and quarterly financial statements and related disclosures;
- monitoring the Company's internal control over financial reporting, disclosure controls and procedures and code of business conduct and ethics;
- overseeing the Company's internal audit function;
- discussing the Company's risk management policies;
- establishing policies and procedures for the receipt and retention of accounting related complaints and concerns;
- meeting independently with the Company's internal auditing staff, registered independent public accountants and management; and
- preparing the audit committee report required by SEC rules.

The Board of Directors has determined that Robert Schechter is an "audit committee financial expert" as defined in Item 407(d) of Regulation S-K. The Audit Committee met six times during fiscal 2006. The members of the Audit Committee are Messrs. Schechter and Massie and Ms. Kahn. The Company's Board of Directors has adopted an Audit Committee Charter.

Compensation Committee

The Company has a standing Compensation Committee of the Board of Directors, which annually reviews and approves corporate goals and objectives relevant to CEO compensation, determines the CEO's compensation, and reviews and approves the compensation of the Company's other executive officers. Additionally, the Compensation Committee oversees and administers the Company's cash and equity incentive plans and may grant stock options to all officers of the Company who are persons required to file reports ("Reporting Persons") pursuant to Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). This Committee also makes recommendations to the Board with respect to director compensation. The Compensation Committee held two meetings and acted by written consent two times during fiscal 2006. The members of the Compensation Committee are Ms. Kahn, Mr. Massie and Dr. Orebi Gann. The Company's Board of Directors has adopted a Compensation Committee Charter.

Nominating and Corporate Governance Committee

The Company has established a Nominating and Corporate Governance Committee that has the authority to identify individuals qualified to become board members and provide recommendations to the Board regarding potential new directors. This Committee also has the authority to develop and recommend to the Board a set of corporate governance principles applicable to the Company and to oversee the evaluation of the Board and management. The Nominating and Corporate Governance Committee held two meetings during fiscal 2006. The Committee members during fiscal 2006 were Mr. Massie, Dr. Orebi Gann and Ms. Kahn. The Company's Board of Directors has adopted a Nominating and Corporate Governance Committee Charter.

Determination of Independence

The Company's Common Stock is listed on the NASDAQ Global Market. Under applicable NASDAQ rules, a majority of the Board must be comprised of independent directors. NASDAQ defines "independent director" as a person other than an officer or employee of the Company or its subsidiaries or any other individual having a relationship which, in the opinion of the Board, would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. The Board has determined that none of Messrs. Massie and Schechter, Dr. Orebi Gann or Ms. Kahn has a relationship which would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is an "independent director" as determined under current NASDAQ rules.

Director Candidates

The Nominating and Corporate Governance Committee continually seeks to identify and evaluate candidates for nomination to the Board and are authorized to engage third-party advisors to assist the Committee with this responsibility. In fiscal 2006, the Nominating and Corporate Governance Committee engaged a third- party consultant to identify and recruit potential board member candidates. The Company paid fees of $75,000 to this third party consultant in fiscal 2006. In addition, the Nominating and Corporate Governance Committee will consider recommendations for director nominations made by stockholders of the Company and will evaluate any such recommendations on a basis consistent with any other candidates for nomination. Recommendations should be mailed to MapInfo Corporation, Attention: Secretary. While the Board has not established any specific minimum qualifications for director nominees, the backgrounds and qualifications of the directors and any potential nominees considered as a group should provide a significant breadth of experience, knowledge and abilities that shall assist the Board in fulfilling its responsibilities. In considering whether to recommend any particular candidate for inclusion in the Board's slate of recommended director nominees, the Nominating and Corporate Governance Committee will apply criteria set forth in the Company's Corporate Governance

Guidelines. The Committee does not assign specific weights to particular criteria and no particular criterion is a prerequisite for each prospective nominee. To be considered for nomination, any potential director candidate should be able to serve for five years before reaching the age of 75.

Stockholders may recommend individuals to the Nominating and Corporate Governance Committee for consideration as potential director candidates by submitting their names, together with appropriate biographical information and background materials and a statement as to whether the stockholder or group of stockholders making the recommendation has beneficially owned more than 5% of the Company's Common Stock for at least a year as of the date such recommendation is made. Assuming that appropriate biographical and background material has been provided on a timely basis, the Committee will evaluate stockholder-recommended candidates by following substantially the same process, and applying substantially the same criteria, as it follows for candidates submitted by others. If the Board should nominate a stockholder-recommended candidate, said candidate's name shall appear on the proxy card along with the other nominated directors. Stockholders also have the right under the Company's bylaws to directly nominate director candidates, without any action or recommendation on the part of the Committee or the Board, by following the procedures set forth in the Company's bylaws. The name of a directly nominated candidate will not appear on the proxy card.

Communications with the Independent Directors

In the event that the stockholders of the Company seek to communicate directly with members of the Board, the Chairperson of the Nominating and Corporate Governance Committee is primarily responsible for monitoring communications from stockholders and provides copies or summaries of such communications to the other directors as he considers appropriate. Stockholders who wish to send communications to the Board should address such communications to the Board of Directors c/o Corporate Secretary, MapInfo Corporation, One Global View, Troy, New York 12180.

Code of Business Conduct and Ethics

The Company has adopted a written Code of Business Conduct and Ethics that applies to the Company's directors, officers and employees, including its principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. The Company has posted a current copy of the code in the Governance section of the Investor Relations section on its website which is located at www.mapinfo.com. In addition, the Company intends to post on its website all disclosures that are required by law or NASDAQ stock market listing standards concerning any amendments to, or waivers from, any provision of the code.

Corporate Governance Guidelines

The Company's Board of Directors has long believed that good corporate governance is important to ensure that the Company is managed for the long-term benefit of stockholders. During the past year, the Company's Board of Directors has continued to review its governance practices in light of the Sarbanes-Oxley Act of 2002, new SEC rules and regulations and the new listing standards of NASDAQ. This section describes key corporate governance guidelines and practices that the Company has adopted. Complete copies of the Corporate Governance Guidelines, committee charters and Code of Business Conduct and Ethics are available in the Governance section of the Investor Relations section of the Company's website at www.mapinfo.com. Alternatively, you can request a copy of any of these documents by writing to MapInfo Corporation, Attention: Secretary.

The Corporate Governance Guidelines, which provide a framework for the conduct of the Board's business, provide, among other things, that:

- the principal responsibility of the directors is to oversee the management of the Company;
- directors have an obligation to become and remain informed about the Company and its business;

- directors are expected to exercise their business judgment to act in what they reasonably believe to be the best interests of the Company and its stockholders;
- a majority of the members of the Board shall be independent directors;
- the independent directors shall meet at least twice a year in executive session; and
- directors have full and free access to management and, as necessary and appropriate, independent advisors.

Director Compensation

Effective February 17, 2005, under the Company's 1993 Director Stock Option Plan (the "Director Option Plan"), each director who was not also an employee of the Company or any subsidiary of the Company receives on the date of each annual meeting of stockholders a non-statutory option to purchase 20,000 shares of Common Stock at an exercise price which is equal to the fair market value of the Common Stock on the date of grant. The Director Option Plan also allows the Company to grant options to non-employee directors on a discretionary basis. Pursuant to the Director Option Plan, in fiscal 2006, Ms. Kahn, Mr. Massie, Dr. Orebi Gann and Mr. Schechter each received, on the annual meeting date of February 16, 2006, an option to purchase 20,000 shares of Common Stock at an exercise price of $13.42 per share. In addition, each director who is not also an employee of the Company or any subsidiary of the Company receives a retainer of $10,000 per year for serving on the Board of Directors, plus $1,500 for attendance at each quarterly meeting of the Board of Directors and $1,000 for each board meeting other than the regular quarterly meetings. Additionally, the Chairperson of the Audit Committee receives an annual retainer of $10,000 and the Chairpersons of the Compensation and Nominating and Corporate Governance Committees receive an annual retainer of $5,000 each for their service on these committees. No fees are paid for attendance at committee meetings.

Executive Compensation

Summary Compensation

The following table sets forth certain information concerning the compensation earned in each of the last three fiscal years by (i) the Company's Chief Executive Officer during fiscal 2006, and (ii) the Company's four most highly compensated executive officers other than the Chief Executive Officer during fiscal 2006 who were serving as executive officers of the Company on September 30, 2006 and whose salary and bonus during fiscal 2006 exceeded $100,000 (the "Named Executive Officers").

SUMMARY COMPENSATION TABLE

		Annual Compensation (1)		Long-Term Compensation Awards	
Name and Principal Position (2)	Year	Salary ($)	Bonus ($) (3)	Securities Underlying Options (#) (4)	All Other Compensation ($)
Mark P. Cattini	2006	450,000	282,150	57,500	7,500(5)
President and Chief Executive Officer	2005	370,000	444,000	100,000	7,000
	2004	330,000	462,000	125,000	6,500
Michael J. Hickey	2006	270,000	169,290	30,000	7,500(5)
Chief Operating Officer	2005	245,000	278,320	25,000	7,000
	2004	230,000	322,000	20,000	6,500
George C. Moon	2006	283,640(8)	80,622(8)	10,000	2,693(7)(8)
Chief Technology Officer	2005	257,657(8)	181,907(8)	11,250	2,559(8)
	2004	220,542(8)	209,515(8)	11,250	2,363(8)
John C. Cavalier	2006	220,000	137,940	29,378	40,000(6)
Chairman	2005	200,000	245,000	75,000	35,000
	2004	180,000	252,000	100,000	38,934
K. Wayne McDougall	2006	252,160	104,500	30,000	7,500(5)
Vice President and Chief Financial Officer	2005	225,000	173,250	25,000	7,000
	2004	187,160	175,752	25,000	6,500

(1) In accordance with the rules of the Securities and Exchange Commission, other compensation in the form of perquisites and other personal benefits has been omitted in those instances where the aggregate amount of such perquisites and other personal benefits constituted less than the lesser of $50,000 or 10% of the total of annual salary and bonus for the Named Executive Officer for such year.

(2) Principal position as of September 30, 2006.

(3) Represents amounts earned under the Company's incentive compensation programs.

(4) Reflects the grant of options to purchase Common Stock. The Company has never granted any stock appreciation rights.

(5) Represents the Company's contribution to the employee's 401(k) account.

(6) Represents payment of life insurance premiums in accordance with Mr. Cavalier's employment contract.

(7) Represents the Company's contribution to the employee's Canadian RRSP account.

(8) Represents Canadian dollars converted to US dollars with exchange rate at end of each fiscal year: 2006 exchange rate = .89788; 2005 exchange rate = .85317; 2004 exchange rate = ..78765.

Option Grants, Exercises and Year-End Values

The following tables set forth certain information concerning option grants and exercises by the Named Executive Officers during fiscal year ended September 30, 2006 and the number and value of the unexercised options held by such persons on September 30, 2006.

OPTION GRANTS IN THE LAST FISCAL YEAR

	Individual Grants					
					Potential Realizable Value at Assumed Annual Rate of Stock Price Appreciation for Option Term (2)	
Name	Number of Securities Underlying Options Granted (#)	Percent of Total Options Granted to Employees in Fiscal Year	Exercise or Base Price ($/Sh)	Expiration Date	5%($)	10%($)
Mark P. Cattini	57,500(1)	12.2%	$ 13.65	12/20/10	$ 216,846	$ 479,174
Michael J. Hickey	30,000(1)	6.4%	$ 13.65	12/20/10	$ 113,137	$ 250,004
George Moon	10,000(1)	2.1%	$ 13.65	12/20/10	$ 37,712	$ 83,335
John C. Cavalier	29,378(1)	6.3%	$ 13.65	12/20/10	$ 110,792	$ 244,820
K. Wayne McDougall	30,000(1)	6.4%	$ 13.65	12/20/10	$ 113,137	$ 250,004

(1) Each option has a five-year term and vests over a four-year period, with one quarter vesting on the first anniversary of the grant date and the remaining portions vesting in equal monthly installments following the first anniversary of the grant date until the fourth anniversary of the grant date.

(2) Amounts represent hypothetical gains that could be achieved for the option if exercised at the end of the option term. These gains are based on assumed rates of stock appreciation of 5% and 10% compounded annually from the date the respective options were granted to their expiration date. Actual gains, if any, on stock option exercises will depend on the future performance of the Common Stock and the date on which the options are exercised. Because the exercise price of each option represents the fair market value of the Common Stock on the grant date, no gain to the optionee is possible without an appreciation in stock price, which will benefit all stockholders commensurately.

AGGREGATED OPTION EXERCISES IN LAST FISCAL YEAR AND FISCAL YEAR-END OPTION VALUES

			Number of Securities Underlying Unexercised Options at Fiscal Year-End (#)	Value of Unexercised In-the-Money Options at Fiscal Year-End ($) (1)
Name	Shares Acquired on Exercise (#)	Value Realized ($)	Exercisable/ Unexercisable	Exercisable/ Unexercisable
Mark P. Cattini	0	—	375,184/164,688	$ 1,421,711/$216,949
Michael J. Hickey	2,250	$ 22,145	164,324/51,875	$ 741,233/$ 88,583
George Moon	20,000	$ 163,244	74,720/20,780	$ 394,920/$ 47,689
John C. Cavalier	0	—	193,958/99,170	$ 1,023,444/$238,168
K. Wayne McDougall	0	—	91,977/57,084	$ 523,908/$118,944

(1) Based on the fair market value of the Common Stock on September 29, 2006 ($12.83), less the option exercise price.

Certain Employment Agreements

In December 2006, the Company entered into an employment agreement with Mr. Cattini (the "Cattini Agreement"). Under the Cattini Agreement, Mr. Cattini is employed by the Company as President and Chief Executive Officer for a term commencing October 1, 2006, and ending September 30, 2009. For fiscal 2007 the Board of Directors set Mr. Cattini's annual base salary at $472,500 per annum and he was eligible to receive incentive compensation of up to 75% of his annual base salary, payable quarterly, based on achieving targeted Company objectives and up to 150% of base salary for achieving above targeted objectives as outlined each fiscal year in Mr. Cattini's approved incentive compensation plan. During the term of the Cattini Agreement, Mr. Cattini's base salary and annual incentive compensation target may be adjusted from time to time as approved by the Company's Board of Directors. In the event that Mr. Cattini's employment is terminated for a reason other than cause, Mr. Cattini shall be reimbursed up to $150,000 for the receipted expenses of moving his household and family from New York to the United Kingdom. Additionally, if Mr. Cattini terminates his employment for good reason, as defined in the Cattini Agreement, he will receive his annual compensation (consisting of current base salary plus target incentive compensation) for the remainder of the term of the agreement plus a lump sum payment equivalent to his highest annual remuneration (consisting of base salary and actual incentive compensation) achieved during the immediately preceding three-year period. Upon a change in control of the Company (as defined in the Cattini Agreement) in which Mr. Cattini is not the surviving CEO or is offered a position not acceptable to him, the Company or the controlling company shall pay Mr. Cattini as severance a lump-sum payment equivalent to two times his highest annual remuneration (consisting of base salary and actual incentive compensation) achieved during the immediately preceding five-year period, and the Company shall continue for a three-year period Mr. Cattini's health and dental insurance. Under the Cattini Agreement, all unexpired and unvested stock options to purchase Common Stock of the Company shall be exercisable immediately as of the date of such change in control. If Mr. Cattini's employment is terminated by the Company for cause (as defined in the Cattini Agreement), the Company shall pay his full base salary through the date of termination at the rate in effect at the time the notice is given and any incentive compensation earned through the date of termination. If Mr. Cattini terminates the agreement by resigning prior to the conclusion of its term, he shall receive a payment equal to six months of his then current base salary, provided that Mr. Cattini is available for transition consulting services for a period of six months. In all events, separation payments are conditioned upon the execution by Mr. Cattini of a general release in favor of the Company.

In December 2006, the Company entered into an Employment Agreement with Mr. Hickey (the "Hickey Agreement"). Under the Hickey Agreement, Mr. Hickey is employed by the Company as Chief Operating Officer, for a term commencing October 1, 2006 and ending September 30, 2009. For fiscal 2007 the Company's Board of Directors set Mr. Hickey's annual base salary at $310,000 and he is eligible to receive incentive compensation of 75% of his annual base salary, payable quarterly, upon achievement of certain targeted Company objectives and up to 140% of annual base salary for achieving above targeted objectives as outlined each fiscal year in Mr. Hickey's approved incentive compensation plan. During the term of the Hickey Agreement, Mr. Hickey's base salary and annual incentive compensation target may be adjusted from time to time as approved by the Company's Board of Directors. In the event that Mr. Hickey terminates his employment for good reason, as defined in the Hickey Agreement, he will receive his annual compensation (consisting of current base salary plus target incentive compensation) for the remainder of the term of the agreement plus a lump sum payment equivalent to his highest annual remuneration (consisting of base salary and actual incentive compensation) achieved during the immediately preceding three-year period. Upon any change in control of the Company (as defined in the Hickey Agreement) where Mr. Hickey is not the surviving Chief Operating Officer or is offered a position not acceptable to him, the Company or the controlling company shall pay Mr. Hickey as severance a lump-sum payment equivalent to two times his highest annual remuneration (consisting of base salary and actual incentive compensation) achieved during the immediately preceding five-year period, and the Company shall continue for a period of three years Mr. Hickey's health and dental insurance. Under the Hickey Agreement, all unexpired and unvested stock options to purchase Common Stock of the Company shall be exercisable immediately as of the date of such change in control. If Mr. Hickey's employment is terminated by the Company for cause (as defined in the Hickey agreement), the Company shall pay his full base salary through the date of termination at the rate in effect at the time the notice is given and any incentive compensation earned

through the date of termination. If Mr. Hickey terminates his agreement by resigning prior to the conclusion of its term, he shall receive a payment equal to six months of his then current base salary, provided that Mr. Hickey is available for transition consulting services for a period of six months. In all events, separation payments are conditioned upon the execution by Mr. Hickey of a general release in favor of the Company.

In December 2006, the Company entered into an Employment Agreement with Mr. Moon (the "Moon Agreement"). Under the Moon Agreement, Mr. Moon is employed by the Company as Chief Technology Officer, for a term commencing October 1, 2006 and ending September 30, 2009. For fiscal 2007 the Company's Board of Directors set Mr. Moon's annual base salary at $275,228 and he is eligible to receive incentive compensation of 35% of his annual base salary, payable quarterly, upon achievement of certain targeted Company objectives and up to 95% of annual base salary for achieving above targeted objectives as outlined each fiscal year in Mr. Moon's approved incentive compensation plan. During the term of the Moon Agreement, Mr. Moon's base salary and annual incentive compensation target may be adjusted from time to time as approved by the Company's Board of Directors. In the event that Mr. Moon terminates his employment for good reason, as defined in the Moon Agreement, he will receive his annual compensation (consisting of current base salary plus target incentive compensation) for the remainder of the term of the agreement plus a lump sum payment equivalent to his highest annual remuneration (consisting of base salary and actual incentive compensation) achieved during the immediately preceding three-year period. Upon any change in control of the Company (as defined in the Moon Agreement) where Mr. Moon is not the surviving Chief Operating Officer or is offered a position not acceptable to him, the Company or the controlling company shall pay Mr. Moon as severance a lump-sum payment equivalent to two times his highest annual remuneration (consisting of base salary and actual incentive compensation) achieved during the immediately preceding five-year period, and the Company shall continue for a period of three years Mr. Moon's health and dental insurance. Under the Moon Agreement, all unexpired and unvested stock options to purchase Common Stock of the Company shall be exercisable immediately as of the date of such change in control. If Mr. Moon's employment is terminated by the Company for cause (as defined in the Moon Agreement), the Company shall pay his full base salary through the date of termination at the rate in effect at the time the notice is given and any incentive compensation earned through the date of termination. If Mr. Moon terminates his agreement by resigning prior to the conclusion of its term, he shall receive a payment equal to six months of his then current base salary, provided that Mr. Moon is available for transition consulting services for a period of six months. In all events, separation payments are conditioned upon the execution by Mr. Moon of a general release in favor of the Company

In December 2006, the Company entered into an Employment Agreement with Mr. Cavalier (the "Cavalier Agreement"). Under the Cavalier Agreement, Mr. Cavalier is employed by the Company as Chairman, for a term commencing December 7, 2006 and ending on the date of the Company's 2008 Annual Meeting of Stockholders, subject to Mr. Cavalier's election to the Company's Board of Directors. The Company's Board of Directors set Mr. Cavalier's annual base salary at $220,000 from the effective date of this Agreement until the date of the Company's 2007 Annual Meeting of Stockholders and thereafter the Company shall pay to Cavalier a base salary at the rate of $120,000. Under the Cavalier Agreement, the Company shall purchase additional medical, disability, life insurance and/or fringe benefit programs of Mr. Cavalier's choosing up to a maximum amount of $40,000 annually. Upon any change in control of the Company (as defined in the Cavalier Agreement) where Mr. Cavalier is not the surviving Chairman or is offered a position not acceptable to him, the Company or the controlling company shall pay Mr. Cavalier as severance a lump-sum payment of $120,000, and the Company shall continue for a period of three years Mr. Cavalier's health and dental insurance. Under the Cavalier Agreement, all unexpired and unvested stock options to purchase Common Stock of the Company issued to Mr. Cavalier prior to December 7, 2006 shall be exercisable immediately as of the date of such change in control. Any severance payment to Mr. Cavalier in the event of a change in control of the Company is conditioned upon the execution by Mr. Cavalier of a general release in favor of the Company.

In December 2006, the Company entered into an Employment Agreement with Mr. McDougall (the "McDougall Agreement"). Under the McDougall Agreement, Mr. McDougall is employed by the Company as Vice President and Chief Financial Officer, for a term commencing October 1, 2006 and ending September 30, 2009. For fiscal 2007, the Company's Board of Directors set Mr. McDougall's annual base salary at $275,000

and he is eligible to receive incentive compensation of 60% of his annual base salary, payable quarterly, upon achievement of certain targeted Company objectives and up to 100% of annual base salary for achieving above targeted objectives as outlined each fiscal year in Mr. McDougall's approved incentive compensation plan. During the term of the McDougall Agreement, Mr. McDougall's base salary and annual incentive compensation target may be adjusted from time to time as approved by the Company's Board of Directors. In the event that Mr. McDougall terminates his employment for good reason, as defined in the McDougall Agreement, he will receive his annual compensation (consisting of current base salary plus target incentive compensation) for the remainder of the term of the agreement plus a lump sum payment equivalent to his highest annual remuneration (consisting of base salary and actual incentive compensation) achieved during the immediately preceding three-year period. Upon any change in control of the Company (as defined in the McDougall Agreement) where Mr. McDougall is not the surviving Vice President and Chief Financial Officer or is offered a position not acceptable to him, the Company or the controlling company shall pay Mr. McDougall as severance a lump-sum payment equivalent to two times his highest annual remuneration (consisting of base salary and actual incentive compensation) achieved during the immediately preceding five-year period, and the Company shall continue for a period of three years Mr. McDougall's health and dental insurance. Under the McDougall Agreement, all unexpired and unvested stock options to purchase Common Stock of the Company shall be exercisable immediately as of the date of such change in control. If Mr. McDougall's employment is terminated by the Company for cause (as defined in the McDougall Agreement), the Company shall pay his full base salary through the date of termination at the rate in effect at the time the notice is given and any incentive compensation earned through the date of termination. If Mr. McDougall terminates his agreement by resigning prior to the conclusion of its term, he shall receive a payment equal to six months of his then current base salary, provided that Mr. McDougall is available for transition consulting services for a period of six months. In all events, separation payments are conditioned upon the execution by Mr. McDougall of a general release in favor of the Company.

Section 16(a) Beneficial Ownership Reporting Compliance

Based solely on its review of copies of reports filed by Reporting Persons pursuant to Section 16(a) of the Exchange Act or written representations from certain Reporting Persons that no Form 5 filing was required for such persons, the Company believes that during fiscal 2006 all filings required to be made by its Reporting Persons were timely made in accordance with the requirements of the Exchange Act.

Compensation Committee Interlocks and Insider Participation

Mr. Massie, Ms. Kahn and Dr. Orebi Gann, each an independent director, all served as members of the Compensation Committee during fiscal 2006. None of the Company's executive officers has served as a director or member of the Compensation Committee of any other entity whose executive officers served as a member of the Company's Board of Directors or Compensation Committee.

REPORT OF COMPENSATION COMMITTEE ON EXECUTIVE COMPENSATION

The Company's executive compensation program is administered by the Compensation Committee. The Company's executive compensation program, consisting of base salaries, bonus awards and stock option grants, is designed to attract, retain and reward executives who are responsible for leading the Company in achieving its business objectives. The Compensation Committee establishes the compensation of the Chief Executive Officer. All decisions regarding the compensation of other executive officers were approved by the Compensation Committee and then reviewed by the outside independent directors.

Compensation Philosophy

The Company's executive compensation philosophy is based on the belief that competitive compensation is essential to attract, motivate and retain highly qualified employees. The Company's policy is to provide total compensation that is competitive for comparable work and comparable corporate performance. The compensation program includes both motivational and retention-related compensation components. Bonuses are included to encourage effective performance relative to current plans and objectives. Stock options are included to help retain productive people and to more closely align their interests with those of stockholders.

In executing its compensation policy, the Company seeks to relate compensation with the Company's financial performance and business objectives, reward high levels of individual performance and tie a significant portion of total executive compensation to the performance of the Company. While compensation survey data are useful guides for comparative purposes, the Company believes that a successful compensation program also requires the application of judgment and subjective determinations of individual performance, and the Compensation Committee applies judgment in reconciling the program's objectives with the realities of retaining valued employees.

In addition, the Company entered into employment agreements with its executives. These agreements include provisions designed to reinforce and encourage the continued employment and dedication of these executives to provide their expertise and contribute to the successful operation and growth of the Company as well as provisions that apply in the event of a change in control of the Company.

Executive Compensation Program

Annual compensation for the Company's executives consists of three principal elements—base salary, cash bonus awards and stock options.

Base Salary

In setting the annual cash compensation for Company executives, the Compensation Committee reviews and considers compensation for comparable positions in a group of software companies selected by the Committee for comparison purposes, software industry compensation surveys, historical compensation levels of executives, reports of outside compensation consulting firms and the terms of any applicable employment agreement. The Compensation Committee and the Board also compare the Company's pay practices with other software companies through review of survey and proxy data.

Increases in annual base salary are based on a subjective review and evaluation of the performance of the operation or activity for which the executive has responsibility, the impact of that operation or activity on the Company and the skills and experience required for the job, coupled with a comparison of these elements with similar elements for other executives both within and outside the Company. The Compensation Committee does not assign any particular weight to these factors or use any objective formula for determining base salaries.

Cash Bonus Awards

The cash bonus awards for each executive are tied to targets established in employment agreements and financial and other performance objectives and targets, fixed by the Board of Directors for the Chief Executive Officer, and by the Chief Executive Officer for the other executive officers. During fiscal 2006, bonus awards were based on the Company's achievement of the Board-approved financial goals.

Equity Ownership

Total compensation at the executive level also includes long-term incentives afforded by stock options. The purpose of the Company's stock option program is to (i) reinforce the mutuality of long-term interests between employees and the stockholders and (ii) assist in the attraction and retention of executives, key managers and individual contributors who are essential to the Company's success.

The Company's stock option program includes multi-year vesting periods to optimize the retention value of these options and to orient the Company's executives and managers to longer-term success. During fiscal 2006, options granted to executives provided for one-quarter vesting after one year from the date of grant and the remaining portion vesting at the end of each succeeding month at the rate of 1/48 of the original number of options per month until fully vested after four years, with unvested options immediately terminating upon an employee leaving the Company, except as set forth in the executive's employment agreement. The size of the stock option awards is generally intended to reflect the significance of the recipient's current and anticipated contributions to the Company. The exercise price of options granted by the Company is 100% of the fair market value per share on the date of grant. A recipient's existing equity interest in the Company generally is taken into account when determining the size of an option grant. The Company also has an employee stock purchase plan, which is available to employees who work at least 25 hours per week, except in jurisdictions where such limitation is unlawful, including executives but exclusive of any employee who owns, or would own after purchase under this plan, 5% or more of the total combined voting power or value of the stock of the Company or of any subsidiary. Such plan generally permits employees to purchase shares at a discount of 15% from the lesser of the fair market value at the beginning or end of an offering period.

In fiscal 2006, pursuant to the 2005 Stock Incentive Plan, Mr. Cattini, the Company's President and Chief Executive Officer, received an option to purchase 57,500 shares of Common Stock at an exercise price of $13.65 per share; Mr. Cavalier, the Company's Chairman, received an option to purchase 29,378 shares of Common Stock at an exercise price of $13.65 per share; Mr. Hickey, the Company's Chief Operating Officer, received an option to purchase 30,000 shares of Common Stock at an exercise price of $13.65 per share; Mr. Moon, the Company's Chief Technology Officer, received an option to purchase 10,000 shares of Common Stock at an exercise price of $13.65 per share; and Mr. McDougall, the Company's Vice President and Chief Financial Officer, received an option to purchase 30,000 shares of Common Stock at an exercise price of $13.65 per share.

Chief Executive Officer Fiscal 2006 Compensation

Mr. Cattini served as Chief Executive Officer of the Company during 2006. The Compensation Committee set Mr. Cattini's base salary at $450,000, which was considered to be in the mid-range of marketplace competitive standards. Mr. Cattini was also awarded a bonus of $282,150 for fiscal 2006 based upon the achievement of the Board-approved financial objectives. Additionally, based upon the Compensation Committee's subjective determination of Mr. Cattini's value to the Company, including his current and anticipated contributions and expertise, and taking into account Mr. Cattini's current stock and option holdings and the amount of his fiscal 2006 cash bonus, Mr. Cattini received options to purchase an aggregate of 57,500 shares of Common Stock.

Compliance with Internal Revenue Code Section 162(m)

Section 162(m) of the Internal Revenue Code of 1986, as amended, generally disallows a tax deduction to public companies for certain compensation in excess of $1 million paid to the Company's Chief Executive

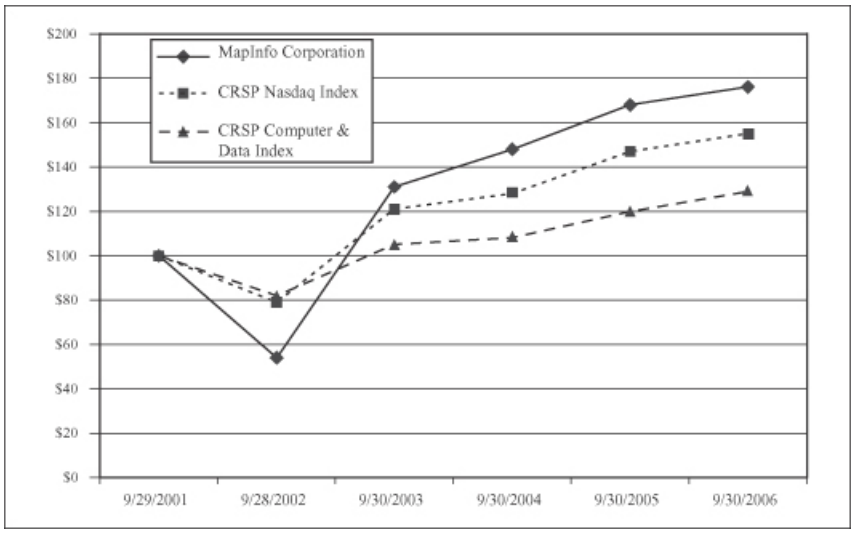
Officer and the four other most highly compensated executive officers. Certain compensation, including qualified performance-based compensation, will not be subject to the deduction limit if certain requirements are met.

The Compensation Committee periodically reviews the potential consequences of Section 162(m) of the Internal Revenue Code (the "Code") and may structure the performance-based portion of its executive compensation in a manner that is intended to avoid disallowance of deductions under Section 162(m). Nevertheless, there can be no assurance that compensation attributable to awards granted under the Company's equity plans will be treated as qualified performance-based compensation for purposes of Section 162(m). The Compensation Committee reserves the right to use its judgment to authorize compensation payments that may be subject to the limit when the Compensation Committee believes such payments are appropriate and in the best interests of the stockholders, after taking into account changing business conditions or the officer's performance.

Joni Kahn, *Chairperson of the Compensation Committee*
Thomas L. Massie
Simon J. Orebi Gann

COMPARATIVE STOCK PERFORMANCE

The following graph compares the cumulative total stockholder return on the Company's Common Stock with the cumulative return of (i) the CRSP Total Return Index for the Nasdaq Global Market (U.S. & Foreign Companies) (the "CRSP Nasdaq Index") and (ii) the CRSP Nasdaq Total Return Industry Index for Nasdaq Computer & Data Processing Service Stocks (the "CRSP Computer & Data Index"). This graph assumes the investment of $100 on September 30, 2000 in the Company's Common Stock, the CRSP Nasdaq Index and the CRSP Computer & Data Index and assumes dividends are reinvested. Measurement points are the last business day in September 2001, 2002, 2003, 2004, 2005 and 2006.



	Sept. 29, 2001	Sept. 28, 2002	Sept. 30, 2003	Sept. 30, 2004	Sept. 30, 2005	Sept. 30, 2006
MapInfo Corporation	$ 100	$ 54	$ 131	$ 148	$ 168	$ 176
CRSP Nasdaq Index	$ 100	$ 79	$ 121	$ 128	$ 147	$ 155
CRSP Computer & Data Index	$ 100	$ 82	$ 105	$ 108	$ 120	$ 129

Equity Compensation Plan Information

The following table provides information about the securities authorized for issuance under the Company's equity compensation plans as of September 30, 2006:

Plan category	(a) Number of securities to be issued upon exercise of outstanding options, warrants and rights (1)	(b) Weighted-average exercise price of outstanding options, warrants and rights (1)	(c) Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (2)
Equity compensation plans approved by security holders	3,238,081	$ 11.72	541,511
Equity compensation plans not approved by security holders	—	—	—
Total	3,238,081	$ 11.72	541,511

(1) Excludes shares issuable under the Company's 1993 Employee Stock Purchase Plan in connection with the current offering period which began September 1, 2006 and ends February 28, 2007.

(2) Includes 81,741 shares issuable under the Company's 1993 Employee Stock Purchase Plan. Also includes 296,652 shares issuable under the Company's 2005 Stock Incentive Plan and 163,118 shares issuable under the Company's 1993 Director Stock Option Plan, but does not include the additional 500,000 shares that would be available for issuance under the 2005 Stock Incentive Plan if Proposal No. 2 is approved at the Annual Meeting or the additional 500,000 shares that would be available for issuance under the 1993 Employee Stock Purchase Plan if Proposal No. 3 is approved at the Annual Meeting.

AUDIT COMMITTEE REPORT

The Audit Committee reviewed the Company's audited financial statements for the fiscal year ended September 30, 2006 and discussed these financial statements with the Company's management. The Audit Committee also reviewed and discussed the audited financial statements and the matters required by the Statement on Auditing Standards 61 (Communication with Audit Committees) with PricewaterhouseCoopers LLP, the Company's registered independent public accountants.

The Company's registered independent public accountants also provided the Audit Committee with the written disclosures and the letter required by the Independence Standards Board Standard No. 1 (Independence Discussions with Audit Committees). The Audit Committee discussed with the registered independent public accountants the matters disclosed in this letter and their independence from the Company. The Audit Committee also considered whether the registered independent public accountants' provision of the other, non-audit related services to the Company which are referred to in this proxy statement under the section entitled "Proposal No. 4—Ratification of Selection of Registered Independent Public Accountants," is compatible with maintaining such auditors' independence.

Based on its discussions with management and the registered independent public accountants, and its review of the representations and information provided by management and the registered independent public accountants, the Audit Committee recommended to the Company's Board of Directors that the audited financial statements be included in the Company's Annual Report on Form 10-K for the fiscal year ended September 30, 2006.

Robert P. Schechter, *Chairperson of the Audit Committee*
Joni Kahn
Thomas L. Massie

Opinion of Jefferies Broadview



Jefferies Broadview
520 Madison Avenue, 10th Floor
New York, NY 10022
www.jefferiesbroadview.com

A division of Jefferies & Company, Inc.

March 14, 2007

The Board of Directors
MapInfo Corporation
One Global View
Troy, New York 12180

The Special Committee of the Board of Directors
MapInfo Corporation
One Global View
Troy, New York 12180

Members of the Board of Directors and
Members of the Special Committee:

We understand that MapInfo Corporation (the "Company"), Pitney Bowes Inc. ("Parent"), and Magellan Acquisition Corp., a wholly-owned subsidiary of Parent ("Purchaser"), propose to enter into an Agreement and Plan of Merger (the "Merger Agreement") pursuant to which (i) Purchaser would commence a tender offer (the "Tender Offer") for all outstanding shares of the common stock, par value $0.002 per share, of the Company (the "Common Stock") for $20.25 per share, net to the seller in cash (the "Consideration"), and (ii) Purchaser would be merged with the Company in a merger (the "Merger"), in which each share of Common Stock not acquired in the Tender Offer, other than shares of Common Stock that are owned by the Company, Parent, Purchaser or by any wholly-owned subsidiary of the Company or Parent, all of which shares will be canceled, or as to which dissenters rights have been properly exercised, would be converted into the right to receive the Consideration. The Tender Offer and the Merger, taken together, are referred to as the "Transaction." The terms and conditions of the Transaction are more fully set forth in the Merger Agreement.

You have asked for our opinion as to whether the Consideration to be received by the holders of shares of Common Stock pursuant to the Transaction is fair, from a financial point of view, to such holders, other than Parent and its affiliates.

In arriving at our opinion, we have, among other things:

(i) reviewed a draft dated as of March 13, 2007 of the Merger Agreement;

(ii) reviewed certain publicly available financial and other information about the Company;

(iii) reviewed certain information furnished to us by the Company's management, including financial forecasts and analyses, relating to the business, operations and prospects of the Company;

(iv) held discussions with members of senior management of the Company concerning the matters described in clauses (ii) and (iii) above;

(v) reviewed the share trading price history and valuation multiples for the Common Stock and compared them with those of certain publicly traded companies that we deemed relevant;

(vi) compared the proposed financial terms of the Transaction with the financial terms of certain other transactions that we deemed relevant; and

(vii) conducted such other financial studies, analyses and investigations as we deemed appropriate.

In our review and analysis and in rendering this opinion, we have assumed and relied upon, but have not assumed any responsibility to independently investigate or verify, the accuracy and completeness of all financial and other information that was supplied or otherwise made available to us by the Company or that was publicly available (including, without limitation, the information described above), or that was otherwise reviewed by us. In our review, we did not obtain any independent evaluation or appraisal of any of the assets or liabilities of, nor did we conduct a physical inspection of any of the properties or facilities of, the Company, nor have we been furnished with any such evaluations or appraisals of such physical inspections, nor do we assume any responsibility to obtain any such evaluations or appraisals.

With respect to the financial forecasts provided to and examined by us, we note that projecting future results of any company is inherently subject to uncertainty. The Company has informed us, however, and we have assumed, that such financial forecasts were reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of the management of the Company as to the future financial performance of the Company. We express no opinion as to the Company's financial forecasts or the assumptions on which they are made.

Our opinion is based on economic, monetary, regulatory, market and other conditions existing and which can be evaluated as of the date hereof. We expressly disclaim any undertaking or obligation to advise any person of any change in any fact or matter affecting our opinion of which we become aware after the date hereof.

We have made no independent investigation of any legal or accounting matters affecting the Company, and we have assumed the correctness in all respects material to our analysis of all legal and accounting advice given to the Company, the Board of Directors (the "Board") and the Special Committee of the Board (the "Special Committee"), including, without limitation, advice as to the legal, accounting and tax consequences of the terms of, and transactions contemplated by, the Merger Agreement to the Company and its stockholders. In addition, in preparing this opinion, we have not taken into account any tax consequences of the transaction to any holder of shares of Common Stock. We have assumed that the final form of the Merger Agreement will be substantially similar to the last draft reviewed by us. We have also assumed that in the course of obtaining the necessary regulatory or third party approvals, consents and releases for the Transaction, no delay, limitation, restriction or condition will be imposed that would have an adverse effect on the Company, Parent or the contemplated benefits of the Transaction.

It is understood that our opinion is for the use and benefit of the Board and the Special Committee in your consideration of the Transaction, and our opinion does not address the relative merits of the transactions contemplated by the Merger Agreement as compared to any alternative transaction or opportunity that might be available to the Company, nor does it address the underlying business decision by the Company to engage in the Transaction or the terms of the Merger Agreement or the documents referred to therein. Our opinion does not constitute a recommendation as to whether any holder of shares of Common Stock should tender such shares pursuant to the Tender Offer or how any holder of shares of Common Stock should vote on the Merger or any matter related thereto. In addition, you have not asked us to address, and this opinion does not address, the

fairness to, or any other consideration of, the holders of any class of securities, creditors or other constituencies of the Company, other than the holders of shares of Common Stock. We express no opinion as to the price at which shares of Common Stock will trade at any time.

We have been engaged to act as financial advisor to the Special Committee in connection with the Transaction and will receive a fee for our services, a portion of which is payable upon delivery of this opinion and a significant portion of which is payable contingent upon consummation of the Transaction. We also will be reimbursed for expenses incurred. The Company has agreed to indemnify us against liabilities arising out of or in connection with the services rendered and to be rendered by us under such engagement. We have, in the past, provided financial advisory and financing services to the Company and may continue to do so, and have received, and may receive, fees for the rendering of such services. We maintain a market in the securities of the Company, and in the ordinary course of our business, we and our affiliates may trade or hold securities of the Company or Parent and/or their respective affiliates for our own account and for the accounts of our customers and, accordingly, may at any time hold long or short positions in those securities. In addition, we may seek to, in the future, provide financial advisory and financing services to the Company, Parent or entities that are affiliated with the Company or Parent, for which we would expect to receive compensation. Except as otherwise expressly provided in our engagement letter with the Company, our opinion may not be used or referred to by the Company, or quoted or disclosed to any person in any matter, without our prior written consent.

Based upon and subject to the foregoing, we are of the opinion that, as of the date hereof, the Consideration to be received by the holders of shares of Common Stock pursuant to the Transaction is fair, from a financial point of view, to such holders, other than Parent and its affiliates.

Very truly yours,

Jefferies Broadview
a division of Jefferies & Company, Inc.

Exhibit (a)(5)

Sheryl Y. Battles
Pitney Bowes Inc.
VP, Corporate Communications
203-351-6808

Charles F. McBride
Pitney Bowes Inc.
VP, Investor Relations
203-351-6349

PITNEY BOWES TO ACQUIRE MAPINFO

STAMFORD, Conn. and Troy, NY March 15, 2007– Pitney Bowes Inc. (NYSE:PBI) today announced it has entered into a merger agreement to acquire MapInfo Corporation (NASDAQ: MAPS) for approximately $408 million in cash, net of expected cash on MapInfo's balance sheet at the time of closing. MapInfo is the leading global provider of location intelligence solutions. In the next seven business days, Pitney Bowes will commence a tender offer at a price of $20.25 per share in cash for the outstanding common shares of MapInfo.

MapInfo's location intelligence solutions tools and services are utilized by more than 7,000 organizations worldwide in virtually every industry. MapInfo generated $165 million in revenue for its fiscal year 2006. The company, established in 1986, is headquartered in Troy, New York and has approximately 940 employees worldwide with locations in the United States, the United Kingdom, Canada, Continental Europe, Australia and Asia. More information about MapInfo can be found at www.MapInfo.com.

This acquisition strengthens Pitney Bowes' position in the growing location intelligence market and enhances its ability to deliver added value to customers worldwide, according to Michael J. Critelli, Chairman and CEO of Pitney Bowes. "At Pitney Bowes we have long understood the importance of location in connecting the right information with the right recipient. Increasingly businesses and governments alike are using location-based information to enhance their reach, performance and decision-making capabilities. We are excited about the acquisition of MapInfo because it

leverages our current expertise in location intelligence to deliver a broader range of advanced solutions for retail, communications, insurance, financial services and the public sector as well as strengthening our customer communication management offering. This transaction extends our global reach, enriches our location intelligence offerings, and builds upon the growing software platform that we established with the acquisition of Group 1 in 2004. We continue to expand our portfolio and leverage our core competencies as one of our strategies for delivering long-term growth."

According to Mark Cattini, CEO and President of MapInfo, "Today's announcement is a significant event for the location intelligence industry and is very positive for our customers, employees, partners and shareholders. We are excited to become part of the Pitney Bowes team, and believe this transaction will help take us to the next level. We have created a market leadership position in location intelligence from a product, data, services and industry expertise perspective. The combination of Pitney Bowes and MapInfo will dramatically expand our access to critical resources needed to further increase market awareness and our distribution capabilities around the world. In addition, from a long-term perspective, we believe there is a significant opportunity to cross-sell our respective solutions across our blue-chip base of more than 7,000 customers and the over two million Pitney Bowes customers worldwide. I look forward to working with the Pitney Bowes team and ensuring that this acquisition delivers on the potential that we know is possible."

The transaction is subject to the completion of customary conditions, and is expected to close in the second calendar quarter of 2007. It is anticipated that MapInfo will operate as a wholly-owned subsidiary of Pitney Bowes within its software segment. Pitney Bowes anticipates that within 18 months there will be synergies in the range of $10—$15 million from elimination of public company expenses, reduction in administrative infrastructure and increased marketing leverage.

Pitney Bowes expects the acquisition to be neutral to earnings per diluted share in 2007. However, after aligning MapInfo's accounting with the policies used by Pitney Bowes for its software businesses, the acquisition is expected to reduce reported earnings per diluted share by approximately $.04 in 2007. Importantly, this charge will not have an impact on the cash flow contributed by MapInfo in any period, and the acquisition is expected to be accretive to the company's 2007 cash earnings by approximately $.02 per share after adding back the amortization of intangibles.

MapInfo is a global company and the leading provider of location intelligence solutions, integrating software, data and services to provide greater value from location-based information and drive more insightful decisions for businesses and government organizations around the world. Its solutions are available in multiple languages through a network of strategic partners and distribution channels in 60 countries. MapInfo's customers span a diverse set of targeted vertical markets where location is a critical decision-making component, including communications, public sector, retail and financial services, including insurance. In the private sector, companies use MapInfo products and services for a variety of purposes including site selection, risk analysis, marketing, customer services, sales territory alignment and routing. In the public sector, government agencies around the world use MapInfo solutions to improve public safety, crime analysis, asset management, emergency preparedness and response. The company's customer base includes such recognized names as British Telecom, MasterCard, and The Home Depot.

Pitney Bowes is a $5.7 billion global provider of integrated mailstream management solutions headquartered in Stamford, Connecticut. The company serves over 2 million businesses of all sizes in more than 130 countries through dealer and direct operations. For more information, please visit www.pb.com.

# # #

IMPORTANT ADDITIONAL INFORMATION WILL BE FILED WITH THE SEC The tender offer for the outstanding common stock of MapInfo referred to in this press release has not yet commenced. This press release is neither an offer to purchase nor a solicitation of an offer to sell shares of MapInfo. Stockholders of MapInfo are urged to read the relevant tender offer documents when they become available because they will contain important information that stockholders should consider before making any decision regarding tendering their shares. At the time the Offer is commenced, Pitney Bowes will file tender offer materials with the U.S. Securities and Exchange Commission, and MapInfo will file a Solicitation/Recommendation Statement with respect to the Offer. The tender offer materials (including an Offer to Purchase, a related Letter of Transmittal and certain other offer documents) and the Solicitation/Recommendation Statement will contain important information, which should be read carefully before any decision is made with respect to the tender offer. The Offer to Purchase, the related Letter of Transmittal and certain other offer documents, as

well as the Solicitation/Recommendation Statement, will be made available to all stockholders of MapInfo at no expense to them. The tender offer materials and the Solicitation/Recommendation Statement will be made available for free at the U.S. Securities and Exchange Commission's website at http://www.sec.gov/ or from Pitney Bowes.

Cautionary Note Regarding Forward-Looking Statements

Statements in this press release regarding the proposed transaction between Pitney Bowes and MapInfo, the expected timetable for completing the transaction, future financial and operating results, benefits and synergies of the transaction, future opportunities for the combined company and any other statements about Pitney Bowes or MapInfo management's future expectations, beliefs, goals, plans or prospects constitute forward-looking statements. Any statements that are not statements of historical fact (including statements containing the words "believes," "plans," "anticipates," "expects," "estimates," and similar expressions) should also be considered to be forward-looking statements. There are a number of important factors that could cause actual results or events to differ materially from those indicated by such forward-looking statements, including: the ability to consummate the transaction, the ability of Pitney Bowes to successfully integrate MapInfo's operations and employees; the ability to realize anticipated synergies and cost savings; and other factors described in Pitney Bowes' Annual Report on Form 10-K for the year ended December 31, 2006 and in MapInfo's Annual Report on Form 10-K for the year ended September 30, 2006, each of which has been filed with the SEC. Except as otherwise required by law, Pitney Bowes and MapInfo disclaim any intention or obligation to update any forward-looking statements as a result of developments occurring after the date of this press release.

Exhibit (d)(1)

Execution Copy

AGREEMENT AND PLAN OF MERGER

AMONG

PITNEY BOWES INC.,

MAGELLAN ACQUISITION CORP.

AND

MAPINFO CORPORATION

Dated as of March 14, 2007

TABLE OF CONTENTS

ARTICLE I	THE CASH TENDER OFFER	1
1.1	The Offer.	1
1.2	Company Actions.	3
1.3	Directors.	5
ARTICLE II	THE MERGER; TOP-UP OPTION; CONVERSION OF SECURITIES	6
2.1	The Merger	6
2.2	Effective Time of the Merger	6
2.3	Closing	6
2.4	Effects of the Merger	7
2.5	Directors of the Surviving Corporation	7
2.6	Top-Up Option.	7
2.7	Conversion of Capital Stock	8
2.8	Exchange of Certificates	9
2.9	Company Stock Plans.	11
2.10	Dissenting Shares.	12
ARTICLE III	REPRESENTATIONS AND WARRANTIES OF THE COMPANY	12
3.1	Organization, Standing and Power	12
3.2	Capitalization.	14
3.3	Subsidiaries.	15
3.4	Authority; No Conflict; Required Filings and Consents.	16
3.5	SEC Filings; Financial Statements; Information Provided.	18
3.6	No Undisclosed Liabilities	20
3.7	Absence of Certain Changes or Events	20
3.8	Taxes.	20
3.9	Real Property.	22
3.10	Intellectual Property.	22
3.11	Contracts.	24
3.12	Litigation	25
3.13	Environmental Matters.	25
3.14	Employee Benefit Plans.	26
3.15	Compliance With Laws	28
3.16	Permits	29
3.17	Labor Matters	29
3.18	Insurance	29
3.19	Opinion of Financial Advisor	30
3.20	Section 203 of the DGCL	30
3.21	Brokers	30
3.22	Acquisitions and/or Divestitures	30

ARTICLE IV	REPRESENTATIONS AND WARRANTIES OF THE PARENT AND PURCHASER	30
4.1	Organization, Standing and Power	30
4.2	Authority; No Conflict; Required Filings and Consents.	31
4.3	Operations of Purchaser	32
4.4	Ownership of Company Common Stock	32
4.5	Information Provided	32
4.6	Financing	32
ARTICLE V	CONDUCT OF BUSINESS	33
5.1	Covenants of the Company	33
5.2	Confidentiality	35
ARTICLE VI	ADDITIONAL AGREEMENTS	35
6.1	No Solicitation.	35
6.2	Proxy Statement	38
6.3	Nasdaq Quotation	39
6.4	Access to Information	39
6.5	Stockholders Meeting.	39
6.6	Legal Conditions to the Merger.	40
6.7	Public Disclosure	41
6.8	Indemnification.	41
6.9	Notification of Certain Matters	43
6.10	Employee Benefits and Service Credit	43
6.11	Certain Severance Payments	44
ARTICLE VII	CONDITIONS TO MERGER	44
7.1	Conditions to Each Party's Obligation To Effect the Merger	44
ARTICLE VIII	TERMINATION AND AMENDMENT	45
8.1	Termination	45
8.2	Effect of Termination	46
8.3	Fees and Expenses.	46
8.4	Amendment	47
8.5	Extension; Waiver	47
ARTICLE IX	MISCELLANEOUS	48
9.1	Nonsurvival of Representations, Warranties and Agreements	48
9.2	Notices	48
9.3	Entire Agreement	49
9.4	No Third Party Beneficiaries	49
9.5	Assignment	49

9.6	Severability	49
9.7	Counterparts and Signature	50
9.8	Interpretation	50
9.9	Governing Law	50
9.10	Remedies	50
9.11	Submission to Jurisdiction	51
9.12	WAIVER OF JURY TRIAL	51
9.13	Disclosure Schedules	51
9.14	Company's Knowledge	51

Annex I Conditions to the Offer

Exhibit A Form of Certificate of Incorporation of the Surviving Corporation

Exhibit B Form of Bylaws of the Surviving Corporation

TABLE OF DEFINED TERMS

TERMS	SECTION
Acceptance Time	1.3(a)
Accredited Investor	2.6(d)
Acquisition Proposal	6.1(g)
Affiliate	3.2(c)
Agreement	Introductory Statement
Alternative Acquisition Agreement	6.1(b)(ii)
Antitrust Laws	6.6(b)
Bankruptcy and Equity Exception	3.4(a)
Business Day	2.3
Certificate	2.8(b)
Certificate of Merger	2.2
Closing	2.3
Closing Date	2.3
Code	1.1(e)
Company	Introductory Statement
Company Balance Sheet	3.5(b)
Company Board	1.2(b)
Company Common Stock	Introductory Statement
Company Disclosure Schedule	Article III
Company Employee Plans	3.14(a)
Company ESPP	2.9(d)
Company Intellectual Property	3.10(a)
Company IP Agreements	3.10(b)
Company Leases	3.9(c)
Company Material Adverse Effect	3.1
Company Material Contract	3.11(a)
Company Material Insurance Policies	3.18
Company Meeting	3.4(d)
Company Permits	3.16
Company Preferred Stock	3.2(a)
Company SEC Reports	3.5(a)
Company Stock Options	2.9(a)(i)
Company Stock Plans	2.9(a)(i)
Company Stockholder Approval	3.4(a)
Company Voting Proposal	3.4(a)
Company's Knowledge	9.14
Confidentiality Agreement	5.2
Continuing Employees	6.10
Current D&O Insurance	6.8(c)
DGCL	2.1
Dissenting Shares	2.10(a)
Effective Time	2.2
Employee Benefit Plan	3.14(a)

Terms	Section
Environmental Law	3.13(b)
ERISA	3.14(a)
ERISA Affiliate	3.14(a)
Exchange Act	1.1(a)
Exchange Agent	2.8(a)
Exchange Fund	2.8(a)
GAAP	3.5(b)
Governmental Entity	3.4(c)
Governmental Regulations	3.9(b)
Hazardous Substance	3.13(c)
HSR Act	3.4(c)
Income Tax Returns	3.8(a)
Indemnified Parties	6.8(a)
Independent Directors	1.3(c)
Intellectual Property	3.10(a)
IRS	3.14(b)
Jefferies Broadview	3.19
Letter of Transmittal	1.1(c)
Liens	3.4(b)
Maximum Premium	6.8(c)
Merger	Introductory Statement
Merger Consideration	2.7 (c)
Minimum Condition	Annex I
Offer	Introductory Statement
Offer Consideration	Introductory Statement
Offer Documents	1.1(c)
Offer to Purchase	1.1(c)
Option Consideration	2.9(b)
Ordinary Course of Business	3.2(e)
Outside Date	8.1(b)
Parent	Introductory Statement
Parent Employee Plan	6.10
Parent Material Adverse Effect	4.1
Person	2.8(b)
Pre-Closing Period	5.1
Proxy Statement	3.4(c)
Purchaser	Introductory Statement
Purchaser Designees	1.3(a)
Real Estate	3.9(a)
Reporting Tail Endorsement	6.8(c)
Representatives	6.1(a)
Required Company Stockholder Vote	3.4(d)
Sarbanes-Oxley Act	3.5(a)
Schedule 14D-9	1.2(b)
Schedule TO	1.1(c)

TERMS	SECTION
SEC	1.1(b)
Securities Act	2.6(d)
Special Committee	3.19
Specified Time	6.1(a)
Subsidiary	3.3(a)
Superior Proposal	6.1(g)
Surviving Corporation	2.4
Tax Returns	3.8(a)
Taxes	3.8(a)
Taxing Authority	3.8(a)
Termination Fee	8.3(b)
Third Party Intellectual Property	3.10(b)
Top-Up Option	2.6(a)
Top-Up Option Shares	2.6(a)

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is dated as of March 14, 2007, among Pitney Bowes Inc., a Delaware corporation (the "Parent"), Magellan Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of the Parent (the "Purchaser"), and MapInfo Corporation, a Delaware corporation (the "Company").

Introduction

This Agreement contemplates the acquisition of the Company by the Parent on the terms and subject to the conditions set forth in this Agreement. The Purchaser will make a cash tender offer (as it may be amended from time to time as permitted under this Agreement, the "Offer") to purchase all of the issued and outstanding shares of common stock of the Company, $0.002 par value per share (the "Company Common Stock"), at a price of $20.25 per share of Company Common Stock, net to the seller in cash, without interest thereon (the "Offer Consideration"), upon the terms and subject to the conditions set forth in this Agreement. Following consummation of the Offer, the Purchaser will be merged with and into the Company, with the Company continuing as the surviving corporation in such merger (the "Merger"). As a result of the Merger, the Company will become a wholly owned subsidiary of the Parent. The Boards of Directors of each of the Parent, the Purchaser and the Company have approved and declared advisable the Offer and the Merger and adopted this Agreement.

The Parent, the Purchaser and the Company therefore agree as follows:

ARTICLE I

THE CASH TENDER OFFER

1.1 The Offer.

(a) Commencement of the Offer; Acceptance of Shares. Provided that nothing shall have occurred that, had the Offer been commenced, would give rise to a right to terminate the Offer pursuant to any of the conditions set forth in Annex I, as soon as practicable after the date of this Agreement, and in any event within seven business days of the day on which the Purchaser's intention to make the Offer is publicly announced (which announcement will be made by the Parent on March 15, 2007), the Purchaser shall commence (within the meaning of Rule 14d-2 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) the Offer to purchase any and all outstanding shares of Company Common Stock at a price equal to the Offer Consideration. On the terms and subject to the prior satisfaction or waiver of the conditions of the Offer and this Agreement, the Purchaser shall accept for payment all shares of Company Common Stock validly tendered and not properly withdrawn pursuant to the Offer as soon as practicable after the expiration of the Offer and shall pay for all such shares promptly after acceptance. The obligation of the Parent and the Purchaser to commence the Offer and to accept for payment and pay for shares of Company Common Stock validly tendered in the Offer and not properly withdrawn shall be subject only to the conditions set forth in Annex I to this Agreement.

(b) Expiration Date; Extensions and Amendments; Subsequent Offering Period. The initial expiration date of the Offer shall be the 20th business day after commencement of the Offer (determined in accordance with Rules 14d-1(g)(3) and 14d-2 under the Exchange Act). The Purchaser expressly reserves the right, subject to compliance with the Exchange Act, to waive, amend or modify any term or condition of the Offer in its sole discretion; provided, however, that, without the prior written consent of the Company, the Purchaser shall not:

(i) change the form of consideration payable in the Offer, decrease the Offer Consideration or decrease the number of shares of Company Common Stock sought pursuant to the Offer;

(ii) extend the expiration date of the Offer, except (A) as required by applicable law (including for any period required by any rule, regulation, interpretation or position of the United States Securities and Exchange Commission (the "SEC") or the staff thereof), (B) in connection with an increase in the consideration to be paid pursuant to the Offer so as to comply with applicable rules and regulations of the SEC, or (C) as otherwise contemplated by this Agreement;

(iii) waive the Minimum Condition;

(iv) amend the conditions to the Offer set forth in Annex I or any other material term thereof in any manner adverse to holders of shares of Company Common Stock; or

(v) impose any condition to the Offer not set forth in Annex I.

If the Offer shall not have been consummated at the scheduled expiration thereof due to the failure to satisfy any of the conditions to the Offer set forth in Annex I (that the Parent or the Purchaser has not waived hereunder), the Parent will, at the request of the Company, cause the Purchaser to extend the expiration date of the Offer for one or more periods (not in excess of 10 business days each) but in no event later than September 14, 2007. The Purchaser may, without the consent of the Company, elect to provide a subsequent offering period (not in excess of ten business days) for the Offer in accordance with Rule 14d-11 of the Exchange Act following its acceptance for payment of shares of Company Common Stock in the Offer.

(c) Schedule TO and Offer Documents. On the date of commencement of the Offer, the Parent and the Purchaser shall file with the SEC a Tender Offer Statement on Schedule TO (together with all amendments and supplements thereto, the "Schedule TO") with respect to the Offer. The Schedule TO shall contain an offer to purchase (the "Offer to Purchase"), a form of the related letter of transmittal (the "Letter of Transmittal"), and ancillary documents and instruments pursuant to which the Offer will be made (collectively, together with any supplements or amendments thereto, the "Offer Documents"). The Parent and the Purchaser agree that the Offer Documents shall comply in all material respects with the requirements of applicable U.S. federal securities laws and, on the date first filed with the SEC and on the date first published, sent or given to the holders of shares of Company Common Stock, shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances

under which they were made, not misleading, except that no representation or warranty is made by the Parent or the Purchaser with respect to information supplied by the Company or any of its stockholders in writing specifically for inclusion or incorporation by reference in the Offer Documents. The Parent and the Purchaser shall take all steps necessary to cause the Offer Documents to be disseminated to holders of shares of Company Common Stock, as and to the extent required by applicable U.S. federal securities laws. Each of the Parent, the Purchaser and the Company shall promptly correct any information provided by it for use in the Schedule TO or the Offer Documents if and to the extent that such information shall have become false or misleading in any material respect or as otherwise required by applicable law, and the Parent and the Purchaser shall take all steps necessary to amend or supplement the Schedule TO and, as applicable, the Offer Documents and to cause the Schedule TO as so amended and supplemented to be filed with the SEC and the Offer Documents as so amended and supplemented to be disseminated to holders of shares of Company Common Stock, in each case as and to the extent required by applicable U.S. federal securities laws. The Company and its counsel shall be given reasonable opportunity to review and comment upon the Offer Documents and any amendments thereto prior to the filing thereof with the SEC or dissemination to the holders of shares of Company Common Stock. The Parent and the Purchaser shall provide the Company and its counsel with a copy of any written comments or telephonic notification of any oral comments the Parent, the Purchaser or their counsel may receive from the SEC or its staff with respect to the Offer promptly after the receipt thereof, shall consult with the Company and its counsel prior to responding to any such comments, and shall provide the Company and its counsel with a copy of any written responses thereto and telephonic notification of any oral responses thereto of the Parent or the Purchaser or their counsel.

(d) Provisions of Funds by the Parent. The Parent shall provide or cause to be provided to the Purchaser on a timely basis the funds necessary to purchase any and all shares of Company Common Stock that the Purchaser becomes obligated to purchase pursuant to the Offer.

(e) Tax Withholding. The Purchaser or the Exchange Agent, as applicable, shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to the Offer any transfer tax due and any other amounts as the Purchaser or the Exchange Agent, as applicable, reasonably determines that it is required to deduct and withhold with respect to the making of such payment under the Internal Revenue Code of 1986, as amended (the "Code"), or under any other applicable state, local or foreign law. To the extent that amounts are so withheld by the Purchaser or the Exchange Agent, such withheld amounts (i) shall be remitted by the Purchaser or the Exchange Agent to the applicable Governmental Entity, and (ii) shall be treated for all purposes of this Agreement as having been paid to the holder of the shares of Company Common Stock in respect of which such deduction and withholding was made.

1.2 Company Actions.

(a) Approval and Consent. The Company hereby approves of and consents to the Offer, the Merger and the other transactions contemplated by this Agreement.

(b) Schedule 14D-9. Contemporaneously with the commencement of the Offer, the Company shall file with the SEC a Solicitation/Recommendation Statement on

Schedule 14D-9 with respect to the Offer (together with all amendments and supplements thereto, the "Schedule 14D-9") and disseminate the Schedule 14D-9, to the extent required by Rule 14d-9 promulgated under the Exchange Act and any other applicable laws, to the holders of Shares. Except as required by applicable law or as otherwise permitted pursuant to Section 6.1 below, the Offer Documents and the Schedule 14D-9 shall contain the recommendation of the Board of Directors of the Company (together with any duly constituted committee thereof, the "Company Board") in favor of the Offer and the adoption of this Agreement and the transactions contemplated hereby, including the Merger, and the Company hereby consents to the inclusion in the Offer Documents of such recommendation. The Company agrees that the Schedule 14D-9 shall comply in all material respects with the requirements of applicable U.S. federal securities laws and on the date first filed with the SEC and on the date first published, sent or given to the holders of shares of Company Common Stock, shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation or warranty is made by the Company with respect to information supplied by the Parent or the Purchaser in writing specifically for inclusion or incorporation by reference in the Schedule 14D-9. Each of the Company, the Parent and the Purchaser shall promptly correct any information provided by it for use in the Schedule 14D-9 if and to the extent that such information shall have become false or misleading in any material respect or as otherwise required by applicable law, and the Company shall take all steps necessary to amend or supplement the Schedule 14D-9 and to cause the Schedule 14D-9 as so amended or supplemented to be filed with the SEC and disseminated to the holders of shares of Company Common Stock, in each case as and to the extent required by applicable U.S. federal securities laws. The Parent and its counsel shall be given reasonable opportunity to review and comment upon the Schedule 14D-9 and any amendments thereto prior to the filing thereof with the SEC or dissemination to holders of shares of Company Common Stock. The Company shall provide the Parent and its counsel with a copy of any written comments or telephonic notification of any oral comments the Company or its counsel may receive from the SEC or its staff with respect to the Offer promptly after the receipt thereof, shall consult with the Parent and its counsel prior to responding to any such comments, and shall provide the Parent and its counsel with a copy of any written responses thereto and telephonic notification of any oral responses thereto of the Company or its counsel.

(c) Provision of Information for Offer Documents. The Company shall promptly supply to the Parent and the Purchaser in writing, for inclusion in the Offer Documents, all information concerning the Company required under applicable U.S. federal securities laws to be included in the Offer Documents or that may be reasonably requested by the Parent and the Purchaser in connection with the preparation of the Offer Documents.

(d) Stockholder Lists. In connection with the Offer and the Merger, the Company shall promptly furnish to the Purchaser or its designated agent mailing labels containing the names and addresses of the record holders of the shares of Company Common Stock as of a recent date and of those persons becoming record holders subsequent to such date and, to the extent known, a list of the beneficial owners of the shares of Company Common Stock as of a recent date, together with copies of all security position listings and all other computer files and other information in the Company's possession or control regarding the beneficial owners of the shares of Company Common Stock, and shall furnish to the Purchaser

such information and assistance (including updated lists and information) as the Purchaser may reasonably request for the purpose of communicating the Offer to the holders of shares of Company Common Stock. From and after the date of this Agreement, all such information concerning the Company's record and, to the extent known, beneficial holders shall be made available to the Purchaser. Subject to the requirements of applicable laws and except for such steps as are necessary to disseminate the Offer Documents and any other documents necessary to consummate the Offer, the Merger and the other transactions contemplated by this Agreement, the Parent and the Purchaser shall, until consummation of the Offer, hold in confidence the information contained in any of such labels and lists, shall use such information only in connection with the Offer, the Merger and the other transactions contemplated by this Agreement and, if this Agreement shall be terminated in accordance with Section 8.1, shall deliver to the Company all copies of such information then in their possession or under their control.

1.3 Directors.

(a) Election of Purchaser Designees. Promptly after the first time at which the Purchaser accepts for payment, and pays for, any shares of Company Common Stock pursuant to the Offer (the "Acceptance Time"), and from time to time thereafter as shares of Company Common Stock are accepted for payment and paid for by the Purchaser, the Purchaser shall be entitled to designate such number of members of the Company Board (the "Purchaser Designees"), rounded up to the nearest whole number, as will give the Purchaser representation on the Company Board equal to the product of the total number of members of the Company Board (after giving effect to the directors elected pursuant to this sentence) multiplied by the percentage that the number of shares of Company Common Stock beneficially owned by the Parent or the Purchaser at such time (including shares of Company Common Stock so accepted for payment) bears to the total number of shares of Company Common Stock then outstanding. In furtherance thereof, the Company shall, upon the request of the Purchaser, use its reasonable best efforts promptly (and in any event within one business day) either to increase the size of the Company Board or to secure the resignations of such number of the Company's incumbent directors, or both, as is necessary to enable the Purchaser Designees to be so elected or appointed to the Company Board and the Company shall take all actions available to the Company to cause the Purchaser Designees to be so elected or appointed. At such time, the Company shall, if requested by the Purchaser, also take all action necessary to cause persons designated by the Purchaser to constitute at least the same percentage (rounded up to the next whole number) as is on the Company Board of (i) each committee of the Company Board, (ii) each board of directors (or similar body) of each subsidiary of the Company and (iii) each committee (or similar body) of each such board of directors.

(b) Compliance with Section 14(f) and Rule 14f-1. The Company's obligations in Section 1.3(a) shall be subject to Section 14(f) of the Exchange Act and Rule 14f-1 promulgated thereunder. The Company shall take all actions required in order to fulfill its obligations under Section 1.3(a), including mailing to holders of shares of Company Common Stock the information required by Section 14(f) of the Exchange Act and Rule 14f-1 promulgated thereunder as part of the Schedule 14D-9. The Parent and the Purchaser shall supply to the Company in writing any information with respect to the Parent, the Purchaser and the Purchaser Designees to the extent required by such Section 14(f) and Rule 14f-1.

(c) Independent Directors. Notwithstanding the foregoing provisions of this Section 1.3, the parties hereto shall use their respective reasonable best efforts to ensure that at least two of the members of the Company Board shall, at all times prior to the Effective Time (as defined below), be directors of the Company who were directors of the Company on the date hereof (the "Independent Directors"), provided that, if there shall be in office fewer than two Independent Directors for any reason, the Company Board shall cause the person designated by the remaining Independent Director to fill such vacancy who shall be deemed to be an Independent Director for all purposes of this Agreement, or if no Independent Directors then remain, the other directors of the Company then in office shall designate two persons to fill such vacancies who will not be directors, officers, employees or affiliates of the Parent or the Purchaser and such persons shall be deemed to be Independent Directors for all purposes of this Agreement. From and after the time, if any, that the Purchaser Designees constitute a majority of the Company Board and prior to the Effective Time, subject to the terms hereof, any amendment or modification of this Agreement, any termination of this Agreement by the Company, any extension of time for performance of any of the obligations of the Parent or the Purchaser hereunder, any waiver of any condition to the Company's obligations hereunder, any exercise or waiver of the Company's rights or remedies hereunder, any amendment to the Company's certificate of incorporation or bylaws, any authorization of any agreement between the Company and any of its Subsidiaries, on the one hand, and the Parent, the Purchaser or any of their Affiliates on the other hand, or the taking of any other action by the Company in connection with this Agreement or the transactions contemplated hereby required to be taken by the Company Board may be effected only if (in addition to the approval of the Company Board as a whole) there are in office one or more Independent Directors and such action is approved by a majority of the Independent Directors then in office.

ARTICLE II

THE MERGER; TOP-UP OPTION; CONVERSION OF SECURITIES

2.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the General Corporation Law of the State of Delaware (the "DGCL"), the Purchaser shall merge with and into the Company at the Effective Time.

2.2 Effective Time of the Merger. Subject to the provisions of this Agreement, prior to the Closing, the Parent and the Company shall jointly prepare, and immediately following the Closing, the Company shall cause to be filed with the Secretary of State of the State of Delaware, a certificate of merger (or certificate of ownership and merger, as the case may be) (the "Certificate of Merger") in such form as is required by, and executed by the Company in accordance with, the relevant provisions of the DGCL and shall make all other filings or recordings required under the DGCL. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware or at such later time as is established by the Parent and the Company and set forth in the Certificate of Merger (the "Effective Time").

2.3 Closing. The closing of the Merger (the "Closing") shall take place at 10:00 a.m., Eastern time, on a date to be specified by the Parent and the Company (the "Closing Date"), which shall be no later than the second Business Day after satisfaction or waiver of the

conditions set forth in Article VII (other than delivery of items to be delivered at the Closing and other than satisfaction of those conditions that by their nature are to be satisfied at the Closing, it being understood that the occurrence of the Closing shall remain subject to the delivery of such items and the satisfaction or waiver of such conditions at the Closing), at the offices of WilmerHale, 60 State Street, Boston, Massachusetts, unless another date, place or time is agreed to in writing by the Parent and the Company. For purposes of this Agreement (except Section 1.1), a "Business Day" shall be any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions located in Boston, Massachusetts are permitted or required by law, executive order or governmental decree to remain closed.

2.4 Effects of the Merger. At the Effective Time (a) the separate existence of the Purchaser shall cease and the Purchaser shall be merged with and into the Company (the Company following the Merger is sometimes referred to herein as the "Surviving Corporation") and (b) the certificate of incorporation of the Company as in effect on the date of this Agreement shall be amended in its entirety to read as set forth on Exhibit A, until further amended in accordance with the DGCL. In addition, subject to Section 6.8(b) hereof, the Parent shall cause the bylaws of the Surviving Corporation to be amended and restated in their entirety to read as set forth on Exhibit B, and, as so amended and restated, such bylaws shall be the bylaws of the Surviving Corporation, until further amended in accordance with the DGCL. The Merger shall have the effects set forth in Section 259 of the DGCL.

2.5 Directors of the Surviving Corporation. The directors of the Purchaser immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Corporation.

2.6 Top-Up Option.

(a) Subject to Section 2.6(b) and Section 2.6(c), the Company grants to the Purchaser an option (the "Top-Up Option") to purchase from the Company the number of shares of Company Common Stock (the "Top-Up Option Shares") equal to the number of shares of Company Common Stock that, when added to the number of shares of Company Common Stock owned by the Purchaser as of immediately prior to the exercise of the Top-Up Option, constitutes one share more than 90% of the number of shares of Company Common Stock then outstanding (assuming the issuance of the Top-Up Option Shares); provided, however, in no event shall the Top-Up Option be exercisable for a number of shares (i) in excess of the aggregate of the number of shares of Company Common Stock held as treasury shares by the Company and its Subsidiaries and the number of shares of Company Common Stock that the Company is authorized to issue under its certificate of incorporation but that are not issued and outstanding (and are not otherwise reserved for issuance) as of immediately prior to the exercise of the Top-Up Option or (ii) that would require the Company to obtain stockholder approval under applicable securities exchange listing standards.

(b) The Top-Up Option may be exercised by the Purchaser, in whole but not in part, at any time at or after the Acceptance Time and the expiration of any subsequent offering period. The aggregate purchase price payable for the Top-Up Option Shares shall be determined by multiplying the number of such Top-Up Option Shares by the Offer Consideration. Such purchase price shall be paid by the Purchaser in cash.

(c) In the event that the Purchaser wishes to exercise the Top-Up Option, it shall deliver to the Company a notice setting forth the place and time at which the closing of the purchase of the Top-Up Option Shares by the Purchaser is to take place. At the closing of the purchase of the Top-Up Option Shares, the Purchaser shall cause to be delivered to the Company the consideration required to be delivered in exchange for such Top-Up Option Shares, and the Company shall cause to be issued to the Purchaser a certificate representing such shares.

(d) The Parent and the Purchaser acknowledge that the Top-Up Option Shares that the Purchaser may acquire upon exercise of the Top-Up Option will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), and will be issued in reliance upon an exemption thereunder for transactions not involving a public offering. The Parent and the Purchaser represent and warrant to the Company that the Purchaser is, or will be upon the purchase of the Top-Up Option Shares, an "accredited investor", as defined in Rule 501 of Regulation D under the Securities Act. The Purchaser agrees that the Top-Up Option and the Top-Up Option Shares to be acquired upon exercise of the Top-Up Option are being and will be acquired by Purchaser for the purpose of investment and not with a view to, or for resale in connection with, any distribution thereof in violation of the Securities Act.

2.7 Conversion of Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of the capital stock of the Company or capital stock of the Purchaser:

(a) Capital Stock of Purchaser. Each share of the common stock of the Purchaser issued and outstanding immediately prior to the Effective Time shall be converted into and become one fully paid and nonassessable share of common stock, $0.002 par value per share, of the Surviving Corporation.

(b) Cancellation of Treasury Stock and Parent-Owned Stock. All shares of Company Common Stock that are owned by the Company as treasury stock or by any wholly owned Subsidiary of the Company and any shares of Company Common Stock owned by the Parent, the Purchaser or any other wholly owned Subsidiary of the Parent immediately prior to the Effective Time shall be cancelled and shall cease to exist and no stock of the Parent or other consideration shall be delivered in exchange therefor.

(c) Merger Consideration for Company Common Stock. Subject to Section 2.8, each share of Company Common Stock (other than shares to be cancelled in accordance with Section 2.7(b) and Dissenting Shares (as defined in Section 2.10(a) below)) issued and outstanding immediately prior to the Effective Time shall be automatically converted into the right to receive $20.25 in cash per share (or any such higher price per share of Company Common Stock as may be paid in the Offer) without any interest thereon (the "Merger Consideration"). As of the Effective Time, all such shares of Company Common Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and each holder of a certificate representing any such shares of Company Common Stock shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration pursuant to this Section 2.7(c) upon the surrender of such certificate in accordance with Section 2.8.

(d) Adjustments to Merger Consideration. The Merger Consideration shall be adjusted to reflect fully the effect of any reclassification, stock split, reverse split, stock dividend (including any dividend or distribution of securities convertible into Company Common Stock), reorganization, recapitalization or other like change with respect to Company Common Stock occurring (or for which a record date is established) after the date hereof and prior to the Effective Time.

2.8 Exchange of Certificates. The procedures for exchanging outstanding shares of Company Common Stock for the Merger Consideration pursuant to the Merger are as follows:

(a) Exchange Agent. At or prior to the Effective Time, the Parent shall deposit with a bank or trust company mutually acceptable to the Parent and the Company (the "Exchange Agent"), for the benefit of the holders of shares of Company Common Stock outstanding immediately prior to the Effective Time, for payment through the Exchange Agent in accordance with this Section 2.8, cash in an amount sufficient to make payment of the Merger Consideration pursuant to Section 2.7(c) in exchange for all of the outstanding shares of Company Common Stock (the "Exchange Fund"). The Exchange Fund shall not be used for any other purpose. The Exchange Fund shall be invested by the Exchange Agent as directed by the Parent; provided, however, that such investments shall be in obligations of or guaranteed by the United States of America, in commercial paper obligations rated A-1 or P-1 or better by Moody's Investors Service, Inc. or Standard & Poor's Corporation, respectively, or in certificates of deposit, bank repurchase agreements or banker's acceptances of commercial banks with capital exceeding $1 billion (based on the most recent financial statements of such bank which are then publicly available). Any interest and other income resulting from such investments shall be paid to the Parent pursuant to Section 2.8(d).

(b) Exchange Procedures. Promptly (and in any event within five Business Days) after the Effective Time, the Parent shall cause the Exchange Agent to mail to each holder of record of a certificate which immediately prior to the Effective Time represented outstanding shares of Company Common Stock (each, a "Certificate") (i) a letter of transmittal in customary form and (ii) instructions for effecting the surrender of the Certificates in exchange for the Merger Consideration payable with respect thereto. Upon surrender of a Certificate for cancellation to the Exchange Agent, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, and such other documents as may be reasonably required pursuant to such instructions, the holder of such Certificate shall be paid promptly in exchange therefor cash in an amount equal to the Merger Consideration that such holder has the right to receive pursuant to the provisions of this Article II, and the Certificate so surrendered shall immediately be cancelled. No interest will be paid or accrued on the cash payable upon the surrender of such Certificate or Certificates. In the event of a transfer of ownership of Company Common Stock which is not registered in the transfer records of the Company, the Merger Consideration may be paid to a Person (as defined in this Section 2.8(b)) other than the Person in whose name the Certificate so surrendered is registered, if such Certificate is presented to the Exchange Agent, accompanied by all documents required to evidence and effect such transfer and by evidence that any applicable stock transfer taxes have

been paid. Until surrendered as contemplated by this Section 2.8, each Certificate shall be deemed at any time after the Effective Time to represent only the right to receive upon such surrender the Merger Consideration as contemplated by this Section 2.8. As used in this Agreement, "Person" means any individual, corporation, partnership, limited liability company, joint venture, association, trust, Governmental Entity, unincorporated organization or other entity.

(c) No Further Ownership Rights in Company Common Stock. All Merger Consideration paid upon the surrender of Certificates in accordance with the terms hereof shall be deemed to have been paid in satisfaction of all rights pertaining to the shares of Company Common Stock formerly represented by such Certificates, and from and after the Effective Time there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Company Common Stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to the Surviving Corporation or the Exchange Agent for any reason, they shall be cancelled and exchanged as provided in this Article II, subject to Section 2.8(d).

(d) Termination of Exchange Fund. Any portion of the Exchange Fund which remains undistributed to the holders of Company Common Stock for one year after the Effective Time (including, without limitation, all interest and other income received by the Exchange Agent in respect of all funds made available to it) shall be delivered to the Parent, upon demand, and any holder of Company Common Stock who has not previously complied with this Section 2.8 shall be entitled to receive only from the Parent (subject to abandoned property, escheat and other similar laws) payment of its claim for Merger Consideration, without interest.

(e) No Liability. To the extent permitted by applicable law, none of the Parent, the Purchaser, the Company, the Surviving Corporation or the Exchange Agent shall be liable to any holder of shares of Company Common Stock delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

(f) Withholding Rights. Each of the Parent, the Surviving Corporation and the Exchange Agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of shares of Company Common Stock, Company Stock Options or Dissenting Shares such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code, or any other applicable state, local or foreign tax law. To the extent that amounts are so withheld by the Surviving Corporation, the Parent or the Exchange Agent, as the case may be, such withheld amounts (i) shall be remitted by the Parent, the Surviving Corporation or the Exchange Agent, as the case may be, to the applicable Governmental Entity, and (ii) shall be treated for all purposes of this Agreement as having been paid to the holder of the shares of Company Common Stock in respect of which such deduction and withholding was made by the Surviving Corporation, the Parent or the Exchange Agent, as the case may be.

(g) Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed, the Exchange Agent shall pay, in exchange for such lost, stolen or destroyed Certificate, the Merger Consideration to be paid in respect of the shares of Company

Common Stock formerly represented thereby pursuant to this Agreement; provided, however, that the Parent or the Exchange Agent may require delivery of a reasonable indemnity or bond against any claim that may be made against the Surviving Corporation with respect to any such Certificate.

2.9 Company Stock Plans.

(a) The Company shall take such action as shall be required:

(i) to cause the vesting of any unvested options to purchase Company Common Stock ("Company Stock Options") granted under any stock option plans or other equity-related plans of the Company (the "Company Stock Plans") to be accelerated in full effective immediately prior to the Effective Time;

(ii) to effectuate the cancellation, as of the Effective Time, of all Company Stock Options outstanding immediately prior to the Effective Time (without regard to the exercise price of such Company Stock Options); and

(iii) to cause, pursuant to the Company Stock Plans, each outstanding Company Stock Option to represent as of the Effective Time solely the right to receive, in accordance with this Section 2.9, a lump sum cash payment in the amount of the Option Consideration (as defined below), if any, with respect to such Company Stock Option and to no longer represent the right to purchase Company Common Stock or any other equity security of the Company, the Parent, the Surviving Corporation or any other person or any other consideration.

(b) Each holder of a Company Stock Option shall receive from the Parent, in respect and in consideration of each Company Stock Option so cancelled, as soon as practicable following the Effective Time (but in any event not later than five Business Days), an amount (net of applicable taxes) equal to the product of (i) the excess, if any, of (A) the Merger Consideration per share of Company Common Stock over (B) the exercise price per share of Company Common Stock subject to such Company Stock Option, multiplied by (ii) the total number of shares of Company Common Stock subject to such Company Stock Option (whether or not then vested or exercisable), without any interest thereon (the "Option Consideration"). In the event that the exercise price of any Company Stock Option is equal to or greater than the Merger Consideration, such Company Stock Option shall be cancelled and have no further force or effect.

(c) As soon as practicable following the execution of this Agreement, the Company shall mail to each person who is a holder of Company Stock Options a letter describing the treatment of and payment for such Company Stock Options pursuant to this Section 2.9 and providing instructions for use in obtaining payment for such Company Stock Options. The Parent shall at all times from and after the Effective Time maintain sufficient liquid funds to satisfy its obligations to holders of Company Stock Options pursuant to this Section 2.9.

(d) The Company and the Company Board shall take all steps necessary to effectuate the exercise of all outstanding options granted pursuant to the 1993 Employee Stock

Purchase Plan, as amended (the "Company ESPP") pursuant to the terms thereof (including notice to each holder of options) on a date determined by the Board, which date shall be not less than ten (10) days preceding the Closing, and as of or prior to the Effective Time, the Company Board shall terminate the Company ESPP. No later than five (5) days prior to the Closing, the Company shall provide notice to the Parent of the number of shares of Company Common Stock purchased upon exercise of such options in accordance with the Company ESPP and this paragraph.

2.10 Dissenting Shares.

(a) Notwithstanding anything to the contrary contained in this Agreement, shares of Company Common Stock issued and outstanding immediately prior to the Effective Time that are held by a holder who has not voted in favor of the Merger or consented thereto in writing and who has made a proper demand for appraisal of such shares of Company Common Stock in accordance with the DGCL (any such shares being referred to as "Dissenting Shares" until such time as such holder fails to perfect or otherwise loses such holder's appraisal rights under the DGCL with respect to such shares) shall not be converted into or represent the right to receive Merger Consideration in accordance with Section 2.7, but shall be entitled only to such rights as are granted by the DGCL to a holder of Dissenting Shares.

(b) If any Dissenting Shares shall lose their status as such (through failure to perfect or otherwise), then, as of the later of the Effective Time or the date of loss of such status, such shares shall automatically be converted into and shall represent only the right to receive Merger Consideration in accordance with Section 2.7, without interest thereon, upon surrender of the Certificate formerly representing such shares.

(c) The Company shall give the Parent: (i) prompt notice of any written demand for appraisal received by the Company prior to the Effective Time pursuant to the DGCL, any withdrawal of any such demand and any other demand, notice or instrument delivered to the Company prior to the Effective Time pursuant to the DGCL that relate to such demand; and (ii) the opportunity to participate in all negotiations and proceedings with respect to any such demand, notice or instrument. The Company shall not make any payment or settlement offer prior to the Effective Time with respect to any such demand, notice or instrument unless the Parent shall have given its written consent to such payment or settlement offer.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Parent and Purchaser that the statements contained in this Article III are true and correct, except (a) as disclosed in reasonable detail in the Company SEC Reports filed prior to the date of this Agreement or (b) as set forth herein or in the disclosure schedule delivered by the Company to the Parent and Purchaser and dated as of the date of this Agreement (the "Company Disclosure Schedule").

3.1 Organization, Standing and Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its

incorporation, has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted and is duly qualified to do business and, where applicable as a legal concept, is in good standing as a foreign corporation in each jurisdiction in which the character of the properties it owns, operates or leases or the nature of its activities makes such qualification necessary, except for such failures to be so organized, qualified or in good standing, individually or in the aggregate, that are not reasonably likely to have a Company Material Adverse Effect. For purposes of this Agreement, the term "Company Material Adverse Effect" means any fact, change, event, circumstance or development that (i) has, or would be reasonably likely to have, a material adverse effect on the assets, properties, business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or (ii) would be reasonably likely to materially impede or delay the ability of the Company to consummate the transactions contemplated by this Agreement; provided, however, that none of the following, or any adverse effects resulting or arising from the following, shall constitute, or shall be considered in determining whether there has occurred, a Company Material Adverse Effect:

(a) economic factors affecting the national, regional or world economy or acts of war or terrorism (to the extent that they do not disproportionately affect the Company and its Subsidiaries, taken as a whole, in relation to other companies in the industry in which the Company and its Subsidiaries operate);

(b) factors generally affecting the industries or markets in which the Company operates (to the extent that they do not disproportionately affect the Company and its Subsidiaries, taken as a whole, in relation to other companies in the industry in which the Company and its Subsidiaries operate);

(c) actions contemplated by the parties in connection with this Agreement or resulting or arising from the pendency or announcement of the transactions contemplated by this Agreement, including actions of competitors or any delays or cancellations of orders for products or losses of employees;

(d) changes in applicable law, rules or regulations (to the extent that they do not disproportionately affect the Company and its Subsidiaries, taken as a whole, in relation to other companies in the industry in which the Company and its Subsidiaries operate);

(e) changes in generally accepted accounting principles or the interpretation thereof;

(f) any action taken pursuant to or in accordance with this Agreement (including Section 6.6) or at the request of the Parent;

(g) any fees or expenses incurred in connection with the transactions contemplated by this Agreement;

(h) any failure, in and of itself, by the Company to meet any projections, guidance, estimates, forecasts or milestones or published financial or operating predictions for or during any period ending (or for which results are released) on or after the date hereof;

(i) any loss of customers, resulting directly or indirectly from the announcement of the Merger; and

(j) a decline in the price of the Company Common Stock, in and of itself.

3.2 Capitalization.

(a) The authorized capital stock of the Company as of the date of this Agreement consists of 50,000,000 shares of Company Common Stock and 1,000,000 shares of preferred stock, $.01 par value per share ("Company Preferred Stock"). The rights and privileges of each class of the Company's capital stock are as set forth in the Company's certificate of incorporation. As of March 12, 2007, (i) 21,768,166 shares of Company Common Stock were issued and outstanding and (ii) no shares of Company Preferred Stock were issued or outstanding.

(b) Section 3.2(b) of the Company Disclosure Schedule sets forth a complete and accurate list, as of March 12, 2007, of: (i) all Company Stock Plans, indicating for each Company Stock Plan, as of such date, the number of shares of Company Common Stock issued under such Plan, the number of shares of Company Common Stock subject to outstanding options under such Plan and the number of shares of Company Common Stock reserved for future issuance under such Plan; and (ii) all outstanding Company Stock Options (other than Company Stock Options issued pursuant to the Company ESPP), indicating with respect to each such Company Stock Option the name of the holder thereof, the Company Stock Plan under which it was granted, the number of shares of Company Common Stock subject to such Company Stock Option, the exercise price, the date of grant, and the vesting schedule. The Company has not issued awards under any Company Stock Plan of shares of Company Common Stock that are subject to vesting, repurchase or similar restrictions. The Company has made available to the Parent complete and accurate copies of all (x) Company Stock Plans and (y) forms of stock option agreements evidencing Company Stock Options.

(c) Except (i) as set forth in this Section 3.2 and (ii) as reserved for future grants under Company Stock Plans, as of the date of this Agreement, (A) there are no equity securities of any class of the Company, or any security exchangeable into or exercisable for such equity securities, issued, reserved for issuance or outstanding and (B) there are no options, warrants, equity securities, calls, rights, commitments or agreements of any character to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound obligating the Company or any of its Subsidiaries to issue, exchange, transfer, deliver or sell, or cause to be issued, exchanged, transferred, delivered or sold, additional shares of capital stock or other equity interests of the Company or any security or rights convertible into or exchangeable or exercisable for any such shares or other equity interests, or obligating the Company or any of its Subsidiaries to grant, extend, accelerate the vesting of, otherwise modify or amend or enter into any such option, warrant, equity security, call, right, commitment or agreement. The Company does not have any outstanding stock appreciation rights, phantom stock, performance based rights or similar rights or obligations. Neither the Company nor any of its Affiliates is a party to or is bound by any agreements or understandings with respect to the voting (including voting trusts and proxies) or sale or transfer (including agreements imposing transfer restrictions) of any shares of capital stock or other

equity interests of the Company. For all purposes of this Agreement except for Section 4.4, the term "Affiliate" when used with respect to any Person means any other Person who is an "affiliate" of that first Person within the meaning of Rule 405 promulgated under the Securities Act. Except as contemplated by this Agreement and except to the extent arising pursuant to applicable state takeover or similar laws, there are no registration rights, and there is no rights agreement, "poison pill" anti-takeover plan or other similar agreement or understanding to which the Company or any of its Subsidiaries is a party or by which it or they are bound with respect to any equity security of any class of the Company.

(d) All outstanding shares of Company Common Stock are, and all shares of Company Common Stock subject to issuance as specified in Section 3.2(b) above, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, will be, duly authorized, validly issued, fully paid and nonassessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the DGCL, the Company's certificate of incorporation or bylaws or any agreement to which the Company is a party or is otherwise bound.

(e) There are no obligations, contingent or otherwise, of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any shares of Company Common Stock or the capital stock of the Company or any of its Subsidiaries or to provide funds to the Company or any Subsidiary of the Company other than guarantees of bank obligations of Subsidiaries of the Company entered into in the Ordinary Course of Business (as defined below). As used in this Agreement, the "Ordinary Course of Business" means the ordinary course of business consistent in all material respects with past practice.

3.3 Subsidiaries.

(a) Section 3.3 of the Company Disclosure Schedule sets forth, as of the date of this Agreement, for each Subsidiary of the Company: (i) its name; (ii) the number and type of outstanding equity securities and a list of the holders thereof; and (iii) the jurisdiction of organization. For purposes of this Agreement, the term "Subsidiary" means, with respect to any party, any corporation, partnership, trust, limited liability company or other non-corporate business enterprise in which such party (or another Subsidiary of such party) holds stock or other ownership interests representing (A) more than 50% of the voting power of all outstanding stock or ownership interests of such entity or (B) the right to receive more than 50% of the net assets of such entity available for distribution to the holders of outstanding stock or ownership interests upon a liquidation or dissolution of such entity.

(b) Each Subsidiary of the Company is a corporation duly organized, validly existing and in good standing (to the extent such concepts are applicable) under the laws of the jurisdiction of its incorporation, has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted and proposed to be operated, and is duly qualified to do business and is in good standing as a foreign corporation (to the extent such concepts are applicable) in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such qualification necessary, except for such failures to be so organized, qualified or in good standing, individually

or in the aggregate, that are not reasonably likely to have a Company Material Adverse Effect. All of the outstanding shares of capital stock and other equity securities or interests of each Subsidiary of the Company are duly authorized, validly issued, fully paid, nonassessable and free of preemptive rights and all such shares (other than directors' qualifying shares in the case of non-U.S. Subsidiaries, all of which the Company has the power to cause to be transferred for no or nominal consideration to the Company or the Company's designee) are owned, of record and beneficially, by the Company or another of its Subsidiaries free and clear of all security interests, liens, claims, pledges, agreements, limitations in the Company's voting rights, charges or other encumbrances. There are no outstanding or authorized options, warrants, rights, agreements or commitments to which the Company or any of its Subsidiaries is a party or which are binding on any of them providing for the issuance, disposition or acquisition of any capital stock of any Subsidiary of the Company. There are no outstanding stock appreciation, phantom stock or similar rights with respect to any Subsidiary of the Company. To the Company's Knowledge, there are no voting trusts, proxies or other agreements or understandings with respect to the voting of any capital stock of any Subsidiary of the Company.

(c) The Company has made available to the Parent complete and accurate copies of the charter, bylaws or other organizational documents of the Company and each Subsidiary of the Company. Such charter, bylaws or other organizational documents as made available to the Parent are in full force and effect and have not been amended, altered or repealed. The Company is not in violation of any of the provisions of its certificate of incorporation or bylaws, and each of the Company's Subsidiaries is in compliance with its charter, bylaws or equivalent organizational documents, except for such violations or non-compliance as would not have a Company Material Adverse Effect.

(d) The Company does not control directly or indirectly or have any direct or indirect equity participation or similar interest in any corporation, partnership, limited liability company, joint venture, trust or other business association or entity which is not a Subsidiary of the Company, other than securities in a publicly traded company held for investment by the Company or any of its Subsidiaries and consisting of less than 5% of the outstanding capital stock of such company.

3.4 Authority; No Conflict; Required Filings and Consents.

(a) The Company has all requisite corporate power and authority to enter into, execute and deliver this Agreement, to perform its obligations hereunder and, subject to the adoption of this Agreement (the "Company Voting Proposal") by the Company's stockholders under the DGCL (the "Company Stockholder Approval"), to the extent required by applicable law, to consummate the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, the Company Board, at a meeting duly called and held, (i) determined that the Merger, the Offer and this Agreement are fair to and in the best interests of the Company and its stockholders, (ii) approved the Merger, the Offer and this Agreement and declared its advisability in accordance with the provisions of the DGCL and took all corporate actions required to be taken by the Company Board to authorize the transactions contemplated by this Agreement, (iii) directed that this Agreement be submitted to the stockholders of the Company for their adoption and resolved to recommend that the stockholders of the Company vote in favor of the adoption of this Agreement, to the extent required by applicable law, and (iv)

to the extent necessary, adopted a resolution, assuming the accuracy of the representations and warranties of Parent and Purchaser in Section 4.4, having the effect of causing the execution, delivery or performance of this Agreement or the consummation of the Merger, the Offer or the other transactions contemplated by this Agreement not to be subject to any state takeover law or similar law that might otherwise apply to such execution, delivery, performance or consummation. Assuming the accuracy of the representations and warranties of Parent and Purchaser in Section 4.4, the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement by the Company have been duly and validly authorized by all necessary corporate action on the part of the Company, subject only to the required receipt of the Company Stockholder Approval, to the extent required by applicable law. This Agreement has been duly executed and delivered by the Company and constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (the "Bankruptcy and Equity Exception").

(b) The execution and delivery of this Agreement by the Company, the performance by the Company of its obligations under this Agreement and the consummation by the Company of the transactions contemplated by this Agreement shall not, (i) conflict with, or result in any violation or breach of, any provision of the certificate of incorporation or bylaws of the Company or of the charter, bylaws, or other organizational document of any Subsidiary of the Company, (ii) conflict with, or result in any violation or breach of, or constitute (with or without notice or lapse of time, or both) a default (or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any material benefit) under, require a consent or waiver under, require the payment of a penalty under or result in the imposition of any mortgage, security interest, pledge, lien, charge or encumbrance ("Liens") on the Company's or any of its Subsidiary's assets under, any of the terms, conditions or provisions of any lease, license, contract or other agreement, instrument or obligation to which the Company or any of its Subsidiaries is a party or by which any of them or any of their properties or assets may be bound, or (iii) subject to obtaining the Company Stockholder Approval (to the extent required by applicable law) and compliance with the requirements specified in clauses (i) through (v) of Section 3.4(c), conflict with or violate any permit, concession, franchise, license, judgment, injunction, order, decree, statute, law, ordinance, rule or regulation applicable to the Company or any of its Subsidiaries or any of its or their respective properties or assets, except in the case of clauses (ii) and (iii) of this Section 3.4(b) for any such conflicts, violations, breaches, defaults, terminations, cancellations, accelerations, losses, penalties or Liens, and for any consents or waivers not obtained, that, individually or in the aggregate, are not reasonably likely to have a Company Material Adverse Effect.

(c) No consent, approval, license, permit, order or authorization of, or registration, declaration, notice or filing with, any court, arbitrational tribunal, administrative agency or commission or other governmental or regulatory authority, agency or instrumentality (a "Governmental Entity") or any stock market or stock exchange on which shares of Company Common Stock are listed for trading is required by or with respect to the Company or any of its Subsidiaries in connection with the execution and delivery of this Agreement by the Company or the consummation by the Company of the transactions contemplated by this Agreement, except for (i) the pre-merger notification requirements under the Hart Scott Rodino Antitrust

Improvements Act of 1976, as amended (the "HSR Act"), and any other applicable Antitrust Laws, (ii) the filing of the Certificate of Merger with the Delaware Secretary of State and appropriate corresponding documents with the appropriate authorities of other states in which the Company is qualified as a foreign corporation to transact business, (iii) the filing of the Offer Documents, Schedule 14D-9 and the proxy or information statement (if required) (the "Proxy Statement") with respect to the Company Meeting (as defined below) with the SEC in accordance with the Exchange Act, (iv) the filing of such reports, schedules or materials under the Exchange Act as may be required in connection with this Agreement and the transactions contemplated hereby, (v) such consents, approvals, orders, authorizations, registrations, declarations and filings as may be required under applicable state securities laws, and (vi) such other consents, approvals, licenses, permits, orders, authorizations, registrations, declarations, notices and filings which, if not obtained or made, individually or in the aggregate, would not be reasonably likely to have a Company Material Adverse Effect.

(d) Assuming the accuracy of the representations and warranties of Parent and Purchaser in Section 4.4, to the extent stockholder approval is required by applicable law, the affirmative vote for adoption of the Company Voting Proposal by the holders of at least a majority of the outstanding shares of Company Common Stock on the record date for the meeting of the Company's stockholders (the "Company Meeting") to consider the Company Voting Proposal (the "Required Company Stockholder Vote") is the only vote of the holders of any class or series of the Company's capital stock or other securities necessary for the adoption of this Agreement and for the consummation by the Company of the Merger and all other transactions contemplated by this Agreement. There are no bonds, debentures, notes or other indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which stockholders of the Company may vote.

3.5 SEC Filings; Financial Statements; Information Provided.

(a) The Company has filed all registration statements, forms, reports and other documents required to be filed by the Company with the SEC since January 1, 2004. All such registration statements, forms, reports and other documents (including those that the Company may file after the date hereof until the Closing) and all documents incorporated by reference, in such registration statements, forms, reports and other documents are referred to herein as the "Company SEC Reports". The Company SEC Reports (i) were or will be filed on a timely basis, (ii) at the time filed, complied, or will comply when filed, as to form in all material respects with the applicable requirements of the Securities Act and the Exchange Act, as the case may be, the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") and the rules and regulations of the SEC thereunder applicable to such Company SEC Reports, and (iii) did not or will not at the time they were or are filed contain any untrue statement of a material fact or omit to state a material fact required to be stated in such Company SEC Reports or necessary in order to make the statements in such Company SEC Reports, in the light of the circumstances under which they were made, not misleading. No Subsidiary of the Company is subject to the reporting requirements of Section 13(a) or Section 15(d) of the Exchange Act or is otherwise required to file any form, report or other document with the SEC. To the Company's Knowledge, no investigation by the SEC with respect to the Company or any of its Subsidiaries is pending or threatened.

(b) Each of the consolidated financial statements (including, in each case, any related notes and schedules) contained or to be contained in the Company SEC Reports at the time filed (i) complied or will comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, (ii) was or will be prepared in accordance with United States generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved (except as may be indicated in the notes to such financial statements or, in the case of unaudited interim financial statements, as permitted by the SEC on Form 10-Q under the Exchange Act), and (iii) fairly presented or will fairly present in all material respects the consolidated financial position of the Company and its Subsidiaries as of the dates indicated and the consolidated results of their operations and cash flows for the periods indicated, except that the unaudited interim financial statements were or are subject to normal and recurring year-end adjustments. The consolidated unaudited balance sheet of the Company as of December 31, 2006 is referred to herein as the "Company Balance Sheet."

(c) The information to be supplied by or on behalf of the Company for inclusion or incorporation by reference in the Schedule TO or the Offer Documents, on the date the Schedule TO is filed with the SEC and on the date the Offer Documents are first published, sent or given to holders of shares of Company Common Stock, shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading, in light of the circumstances in which they shall be made. The Proxy Statement (if required) to be sent to the holders of shares of Company Common Stock in connection with the Company Meeting, on the date the Proxy Statement is first published, sent or given to holders of shares of Company Common Stock and at the time of the Company Meeting, shall not contain any statement which, at such time and in light of the circumstances under which it shall be made, is false or misleading with respect to any material fact, or omit to state any material fact necessary in order to make the statements made in the Proxy Statement not false or misleading in light of the circumstances in which they shall be made; or omit to state any material fact necessary to correct any statement in any earlier communication with respect to the solicitation of proxies for the Company Meeting which has become false or misleading. If at any time prior to the Company Meeting any fact or event relating to the Company or any of its Affiliates should be discovered by the Company which should be set forth in an amendment to the Schedule TO or a supplement to the Offer Documents or the Proxy Statement, the Company shall, promptly after becoming aware thereof, inform the Parent of such fact or event.

(d) The Company is in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act. Each required form, report and document containing financial statements that has been filed with or submitted to the SEC since July 21, 2003 was accompanied by the certifications required to be filed or submitted by the Company's chief executive officer and chief financial officer pursuant to the Sarbanes-Oxley Act and the applicable rules and regulations promulgated thereunder and, at the time of filing or submission of each such certification, such certification complied in all material respects with the applicable provisions of the Sarbanes-Oxley Act and the rules and regulations promulgated thereunder.

(e) The Company maintains disclosure controls and procedures required by Rule 13a-15 or 15d-15 under the Exchange Act. Such disclosure controls and procedures are

effective to ensure that all material information concerning the Company is made known on a timely basis to the individuals responsible for the preparation of the Company's filings with the SEC and other public disclosure documents. The Company is in compliance in all material respects with the applicable listing and other rules and regulations of The Nasdaq Global Market.

(f) Except as disclosed in the Company's SEC Reports or the Company Disclosure Schedule, the Company has not, since January 1, 2004, received any written notification from its independent auditors, any Governmental Entity or any other Person of a (i) "reportable condition" or (ii) "material weakness" in the Company's internal controls. For purposes of this Agreement, the terms "reportable condition" and "material weakness" shall have the meanings assigned to them in the Statements of Auditing Standards 60, as in effect on the date hereof.

(g) Set forth on Section 3.5(g) of the Company Disclosure Schedule is a list of all bank accounts held or maintained by the Company or its Subsidiaries.

3.6 No Undisclosed Liabilities. Except as disclosed in the Company SEC Reports or in the Company Balance Sheet and except for liabilities incurred in the Ordinary Course of Business between the date of the Company Balance Sheet and the date of this Agreement, the Company and its Subsidiaries do not have any liabilities of any nature required by GAAP to be reflected on a consolidated balance sheet or any notes to the consolidated financial statements of the Company and its Subsidiaries that, individually or in the aggregate, are reasonably likely to have a Company Material Adverse Effect.

3.7 Absence of Certain Changes or Events. Since the date of the Company Balance Sheet, there has not been a Company Material Adverse Effect. From the date of the Company Balance Sheet until the date of this Agreement, (a) the Company and its Subsidiaries have conducted their respective businesses only in the Ordinary Course of Business and (b) there has not been any action or event that would have required the consent of the Parent under Section 5.1 of this Agreement (other than paragraphs (b), (f) and (g) of Section 5.1) had such action or event occurred after the date of this Agreement.

3.8 Taxes.

(a) Each of the Company and each of its Subsidiaries has filed all Tax Returns that it was required to file, and all such Tax Returns were correct and complete in all material respects. Each of the Company and each of its Subsidiaries has, on a timely basis, withheld or paid, as applicable, all due and payable Taxes, whether or not shown as due and payable on any Tax Returns required to be filed pursuant to this Section 3.8(a), or such Taxes are being contested in good faith through the appropriate proceeding, with each such proceeding being described in Section 3.8(a) of the Company Disclosure Schedule. For purposes of this Agreement, (i) "Income Tax Returns" means Tax Returns required to be supplied to or filed with a Taxing Authority in connection with income or franchise taxes, including, where filed or required, combined or consolidated returns for any group of entities that include the Company or any of its Subsidiaries; (ii) "Taxes" means all taxes or other similar assessments or liabilities in the nature of a tax, including income, profits, gross receipts, ad valorem, premium, value-added, excise, real property, personal property, sales, use, services, transfer, withholding, employment,

payroll, business license, occupation, stamp, environmental, workers' compensation and franchise taxes, Pension Benefit Guaranty Corporation premiums and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing imposed by the United States of America or any state, local or foreign government, territory or any agency thereof, or other political subdivision of the United States or any such government, and any interest, fines, penalties, assessments or additions to tax resulting from, attributable to or incurred in connection with any tax or any contest or dispute thereof; (iii) "Taxing Authority" means any governmental authority exercising any authority to impose, regulate, levy, assess, or administer the imposition of any Tax; and (iv) "Tax Returns" means all reports, returns, declarations, claims for refund, statements or other information (including elections, estimates, declarations, amendments, schedules, information returns or attachments thereto) required to be supplied to a Taxing Authority in connection with Taxes.

(b) The Company has made available to the Parent correct and complete copies of all Income Tax Returns and any associated examination reports and statements of deficiencies assessed against or agreed to by the Company or any of its Subsidiaries since January 1, 2001. For periods ending after December 31, 2001: (i) none of the Company's and its Subsidiaries' Tax Returns have been audited or are currently under audit by a Taxing Authority; and (ii) the Tax Returns of the Company and each of its Subsidiaries are closed by the applicable statute of limitations. No Tax Return for the Company or any of its Subsidiaries is under extension of time to be filed.

(c) Neither the Company nor any of its Subsidiaries: (i) has made any payments, is obligated to make any payments, or is a party to any agreement that could obligate it to make any payments that will be treated as an "excess parachute payment" under Section 280G of the Code, (ii) has any actual or potential liability for any Taxes of any Person (other than the Company and its Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of law in any jurisdiction), or as a transferee or successor, by contract or otherwise, or (iii) is a party to a contract or has any liability to compensate any individual for excise Taxes paid pursuant to Section 4999 of the Code.

(d) Neither the Company nor any of its Subsidiary has engaged or participated in any "listed transaction" for purposes of Treasury Regulation sections 1.6011-4(b)(2) or 301.6111-2(b)(2) or any analogous provision of state or local law. Neither the Company nor any of its Subsidiaries is a party to or bound by any Tax indemnity, Tax sharing or Tax allocation agreement.

(e) No closing agreement pursuant to Section 7121 of the Code (or, to the Company's Knowledge, any similar provision of state, local or foreign law) has been entered into by, or with respect to, the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries will be required to include amounts in income, or exclude items of deduction, in a taxable period beginning after the Closing Date as a result of (i) a change in method of accounting occurring prior to the Closing Date, (ii) an installment sale or open transaction arising in a taxable period (or portion thereof) ending on or before the Closing Date, (iii) a prepaid amount received, or paid, prior to the Closing Date, (iv) any deferred gain or income from an intercompany transaction, within the meaning of Treasury Regulation Section 1.1502-13, or (v) an excess loss account with respect to the stock of any subsidiary, within the meaning of Treasury Regulation Section 1.1502-19.

(f) Neither the Company nor any of its Subsidiaries would be required to include any amount in income under Section 951 of the Code or Section 78 of the Code (as a result of the application of Section 960 of the Code) with respect to any foreign Subsidiary were the taxable year of such foreign Subsidiary deemed to close on the Closing Date.

3.9 Real Property.

(a) Section 3.9(a) of the Company Disclosure Schedule sets forth a complete and accurate list as of the date of this Agreement of (i) the addresses of all real property (leasehold) owned by the Company or any Subsidiary (the "Real Estate") and (ii) all loans secured by mortgages encumbering the Real Estate.

(b) The Real Estate and the leased real property of the Company and its Subsidiaries comply with the requirements of all applicable building, zoning, subdivision, health, safety and other land use statutes, laws, codes, ordinances, rules, orders and regulations (collectively, "Governmental Regulations"), except where noncompliance, individually or in the aggregate, is not reasonably likely to have a Company Material Adverse Effect.

(c) Section 3.9(c) of the Company Disclosure Schedule sets forth a complete and accurate list as of the date of this Agreement of all real property leased, subleased or licensed by the Company or any of its Subsidiaries and material to the conduct of the business of the Company and its Subsidiaries, taken as a whole, as currently conducted (collectively "Company Leases"), and the location of the premises. Each Company Lease is a valid and binding obligation of the Company or Subsidiary party thereto, in full force and effect and enforceable in accordance with its terms. Neither the Company nor any of its Subsidiaries nor, to the Company's Knowledge, any other party to any Company Lease is in default under any of the Company Leases, and, to the Company's Knowledge, no event has occurred that, with notice or lapse of time, would constitute a breach or default under the Company Leases by the Company or Subsidiary party thereto, except where the existence of such defaults, individually or in the aggregate, is not reasonably likely to have a Company Material Adverse Effect. Neither the Company nor any of its Subsidiaries has assigned, transferred, conveyed, mortgaged or encumbered any interest in any leased real property, and the Company or one of its Subsidiaries enjoys peaceful and undisturbed possession under the Company Leases. Neither the Company nor any of its Subsidiaries leases, subleases or licenses any real property to any Person other than the Company and its Subsidiaries where such lease, sublease or license is material to the financial condition of the Company and its Subsidiaries, taken as a whole. The Company has made available to the Parent complete and accurate copies of all Company Leases.

3.10 Intellectual Property.

(a) The Company and its Subsidiaries own, license, sublicense or otherwise possess legally enforceable rights to use all Intellectual Property used or held for use in the conduct of the business of the Company and its Subsidiaries, as currently conducted, the absence of which, individually or in the aggregate, is reasonably likely to have a Company Material

Adverse Effect (collectively, "Company Intellectual Property"). For purposes of this Agreement, the term "Intellectual Property" means (i) patents, trademarks, service marks, trade names, domain names, copyrights, designs and trade secrets, (ii) applications for and registrations of such patents, trademarks, service marks, trade names, domain names, copyrights and designs, (iii) data, information, processes, formulae, methods, schematics, technology, know-how, computer software programs, and (iv) other tangible or intangible proprietary or confidential information and materials (but excluding generally commercially available, off-the-shelf software programs).

(b) The execution and delivery of this Agreement by the Company and the consummation by the Company of the Merger will not result in the breach of, or create on behalf of any third party the right to terminate or modify, or result in the loss of rights under, and neither the Company and its Subsidiaries nor any other party to such agreements, is in material breach of, (i) any license, sublicense or other agreement relating to any Intellectual Property owned by the Company that is material to the business of the Company and its Subsidiaries, taken as whole (including pursuant to which the Company or any of its Subsidiaries grants to any third party any rights in such Intellectual Property), or (ii) any license, sublicense or other agreement to which the Company or any of its Subsidiaries is a party and pursuant to which the Company or any of its Subsidiaries is authorized to use any third party Intellectual Property that is material to the business of the Company and its Subsidiaries, taken as a whole (those agreements referenced by (i) and (ii), "Company IP Agreements", and Intellectual Property subject to those agreements referenced by (ii) "Third Party Intellectual Property"). Section 3.10(b)(i) of the Company Disclosure Schedule sets forth a complete and accurate list of all patents, registered trademarks, registered copyrights, domain names (and applications for all of the foregoing) included in Company Intellectual Property. Section 3.10(b)(ii) of the Company Disclosure Schedule sets forth a complete and accurate list of all Company IP Agreements (other than agreements entered into with customers in the Ordinary Course of Business) and all Third Party Intellectual Property which is embedded in, licensed or otherwise provided in connection with the Company's or its Subsidiary's products.

(c) All domain names and patents and registrations for trademarks, service marks and copyrights which are held by the Company or any of its Subsidiaries and which are material to the business of the Company and its Subsidiaries, taken as a whole, are subsisting and have not expired or been cancelled and are not the subject of invalidity or other proceedings. To the Company's Knowledge, no third party is infringing, violating or misappropriating any of the Company Intellectual Property.

(d) To the Company's Knowledge, the conduct of the business of the Company and its Subsidiaries as currently conducted does not infringe, violate or constitute a misappropriation of any Intellectual Property of any third party. Since January 1, 2002, neither the Company nor any of its Subsidiaries has received any written claim or notice alleging any such infringement, violation or misappropriation.

(e) The source code for the products owned by Company or its Subsidiaries (i) has at all times been maintained in confidence, (ii) has been disclosed by the Company and its Subsidiaries only to employees or third parties who are bound by appropriate nondisclosure obligations, (iii) has not been licensed or sold to any third party (other than licenses to third

parties performing services for the Company and who are bound by appropriate nondisclosure obligations), and (iv) is not the subject of any escrow or similar agreement or arrangement giving any third party rights in or to such source code and upon the occurrence of certain events.

(f) All personnel of the Company and its Subsidiaries, including employees, contract workers, agents, consultants, other service providers and contractors, who have contributed to or participated in the conception or development of Company Intellectual Property have assigned to the Company or its Subsidiaries, as appropriate, ownership of all such Company Intellectual Property.

3.11 Contracts.

(a) The Company has made available to the Parent a copy of each Company Material Contract in effect on the date of this Agreement and a complete and accurate list of all Company Material Contracts is set forth in Section 3.11(a) of the Company Disclosure Schedule. As used in this Agreement, "Company Material Contract" means (i) any agreement, contract or commitment in connection with which or pursuant to which the Company and its Subsidiaries is likely to spend or receive, in the aggregate, more than $500,000 during the current fiscal year or during the next fiscal year, (ii) any non-competition or other agreement that prohibits or otherwise restricts, in any material respect, the Company or any of its Subsidiaries from freely engaging in business anywhere in the world, (iii) any "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC) with respect to the Company and its Subsidiaries, and (iv) any employment, severance, change in control or consulting agreement with any executive officer or other employee of the Company or member of the Company Board earning an annual base salary or other compensation in excess of $100,000, other than those that are terminable by the Company or any of its Subsidiaries on no more than 30 days' notice without material liability or financial obligation to the Company or any of its Subsidiaries and (v) any contract which would prevent or materially impede or delay the consummation of the Merger or any of the transactions contemplated by this Agreement.

(b) Each Company Material Contract is valid and binding on the Company and its Subsidiaries, as applicable, and is in full force and effect except to the extent it has previously expired in accordance with its terms or where the failure to be in full force and effect, individually or in the aggregate, is not reasonably likely to have a Company Material Adverse Effect. Neither the Company nor any of its Subsidiaries nor, to the Company's Knowledge, any other party to any Company Material Contract has received notice of termination or cancellation under any Company Material Contract nor is in violation of or in default under (nor does there exist any condition which, upon the passage of time or the giving of notice or both, would cause such a violation of or default under) any Company Material Contract, except for violations or defaults that, individually or in the aggregate, are not reasonably likely to have a Company Material Adverse Effect.

(c) Neither the Company nor any of its Subsidiaries has entered into any transaction with any Affiliate of the Company or any of its Subsidiaries or any transaction that would be subject to proxy statement disclosure pursuant to Item 404 of Regulation S-K.

3.12 Litigation. There is no action, suit, proceeding, claim, arbitration or investigation pending and of which the Company has been notified or, to the Company's Knowledge, threatened against the Company or any of its Subsidiaries, in each case that, individually or in the aggregate, is reasonably likely to have a Company Material Adverse Effect. There are no material judgments, orders or decrees outstanding against the Company or any of its Subsidiaries.

3.13 Environmental Matters.

(a) Except for matters that, individually or in the aggregate, are not reasonably likely to have a Company Material Adverse Effect:

(i) neither the Company nor its Subsidiaries has received any written notice alleging any of them is not in compliance in all material respects with applicable Environmental Laws;

(ii) to the Company's Knowledge, the properties currently owned, leased or operated by the Company and its Subsidiaries (including soils, groundwater, surface water, buildings or other structures) are not contaminated with any Hazardous Substances in an amount or concentration that would give rise to the imposition of material liability on the Company or any of its Subsidiaries or to an obligation on the part of the Company or any of its Subsidiaries to act or disclose that condition under any Environmental Law;

(iii) to the Company's Knowledge, the properties formerly owned, leased or operated by the Company or any of its Subsidiaries were not contaminated with Hazardous Substances in an amount or concentration that would give rise to the imposition of material liability on the Company or any of its Subsidiaries or to an obligation on the part of the Company or any of its Subsidiaries to act or disclose that condition under any Environmental Law during the period of ownership or operation by the Company or any of its Subsidiaries;

(iv) neither the Company nor any of its Subsidiaries has received any written notice that it is subject to liability for any Hazardous Substance disposal, release or contamination in violation of any Environmental Law on the property of any third party;

(v) neither the Company nor any of its Subsidiaries have released any Hazardous Substance into the environment except (A) in compliance with Environmental Law and (B) in an amount or concentration that would not be expected to give rise to a liability or obligation under any Environmental Law;

(vi) neither the Company nor any of its Subsidiaries has received any written notice, demand, claim or request for information alleging that the Company or any of its Subsidiaries may be in violation of, liable under or have obligations under any Environmental Law that remains outstanding or unresolved;

(vii) neither the Company nor any of its Subsidiaries is subject to any orders, decrees or injunctions by any Governmental Entity or is subject to any indemnity agreement with any third party addressing liability under any Environmental Law; and

(viii) the Company has provided to the Parent copies of all environmental reports, assessments, audits and investigations and other material written environmental information in the Company's possession, custody or control relating to the Company, its Subsidiaries and the properties currently or formerly owned, leased or operated by the Company and its Subsidiaries.

(b) For purposes of this Agreement, the term "Environmental Law" means any law, including the common law, regulation, order, decree, code, ordinance, rule or permit requirement of any governmental jurisdiction relating to: (i) the protection, investigation or restoration of the environment, human health and safety, or natural resources, (ii) the handling, use, storage, treatment, transport, disposal, release or threatened release of any Hazardous Substance or (iii) noise, odor or wetlands protection.

(c) For purposes of this Agreement, the term "Hazardous Substance" means: (i) any substance, chemical, waste or material that is regulated or which falls within the definition of a "hazardous substance," "extremely hazardous substance," "hazardous constituent," "toxic substance," "pollutants," "contaminants," "hazardous waste" or "hazardous material" pursuant to any Environmental Law; or (ii) any petroleum product or by-product, asbestos-containing material, polychlorinated biphenyls, radioactive materials or radon.

(d) The parties agree that the only representations and warranties of the Company in this Agreement as to any environmental matters or any other obligation or liability with respect to Hazardous Substances or Environmental Law are those contained in this Section 3.13. Without limiting the generality of the foregoing, the Parent specifically acknowledges that the representations and warranties contained in Sections 3.15 and 3.16 do not relate to environmental matters.

3.14 Employee Benefit Plans.

(a) Section 3.14(a) of the Company Disclosure Schedule sets forth a complete and accurate list, as of the date of this Agreement, of all Employee Benefit Plans that are maintained, sponsored, or contributed to (or required to be contributed to), by the Company, any of the Company's Subsidiaries or any of their ERISA Affiliates (together, the "Company Employee Plans") and that involve more than one person or monetary benefits in excess of $100,000. For purposes of this Agreement, the following terms shall have the following meanings: (i) "Employee Benefit Plan" means any "employee pension benefit plan" (as defined in Section 3(2) of ERISA) and any "employee welfare benefit plan" (as defined in Section 3(1) of ERISA), in each case regardless of whether or not subject to ERISA, and any other written or oral plan, policy, program, agreement or arrangement involving direct or indirect compensation, including insurance coverage, severance benefits, death or disability benefits, pension or other retirement benefits, deferred compensation, bonuses, stock options, stock purchase, phantom stock, stock appreciation or other forms of incentive compensation or post-retirement compensation and all unexpired employment services, change in control, consulting and severance agreements, for the benefit of, or relating to, any current or former employee, director or consultant of the Company or any of its Subsidiaries or an ERISA Affiliate; (ii) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended; and (iii) "ERISA Affiliate" means any entity which is a member of (A) a controlled group of corporations (as

defined in Section 414(b) of the Code), (B) a group of trades or businesses under common control (as defined in Section 414(c) of the Code), (C) an affiliated service group (as defined under Section 414(m) of the Code or the regulations under Section 414(o) of the Code), or (D) a controlled group (as defined in Section 4001(a)(14) of ERISA) any of which includes or included the Company or a Subsidiary of the Company.

(b) With respect to each Company Employee Plan, the Company has made available to the Parent a complete and accurate copy of (i) all material documents setting forth the terms of such Company Employee Plan, (ii) the most recent annual report (Form 5500) filed with the Internal Revenue Service (the "IRS"), together with all exhibits and schedules thereto, (iii) each trust agreement, group annuity contract, summary plan description, and summary of material modification, if any, relating to such Company Employee Plan and (iv) all other material written contracts, instruments or agreements relating to such Company Employee Plan, including administrative service agreements and group insurance contracts.

(c) Each Company Employee Plan is being and has been administered in accordance with ERISA, the Code and all other applicable laws and the regulations thereunder and in accordance with its terms, except as would not result in material liability to the Company or the Parent.

(d) With respect to the Company Employee Plans, there are no benefit obligations for which contributions have not been made or properly accrued to the extent required by GAAP. The assets of each Company Employee Plan which is funded are accurately reported at their fair market value on the books and records of such Employee Benefit Plan.

(e) All the Company Employee Plans that are intended to be tax qualified under Section 401(a) of the Code (or similar provisions for tax-registered or tax-favored plans of foreign jurisdictions) are so qualified, have received determination letters from the IRS (or similar approvals of a foreign Governmental Entity) to the effect that such Company Employee Plans are qualified and the plans and trusts related thereto are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code (or otherwise meet the qualifications for tax-registered or tax-favored treatment), no such determination letter has been revoked and revocation has not been threatened, and no such Employee Benefit Plan has been amended or operated since the date of its most recent determination letter or application therefor in any respect, and no act or omission has occurred, that would adversely affect its qualification or materially increase its cost.

(f) Neither the Company, any of the Company's Subsidiaries nor any of their ERISA Affiliates has (i) ever maintained, participated in, or otherwise had any liability with respect to a Company Employee Plan which was ever subject to Section 412 of the Code, Section 302 of ERISA or Title IV of ERISA or (ii) ever been obligated to contribute to a "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA) or any single employer pension plan (within the meaning of Section 4001(a)(15) of ERISA).

(g) Neither the Company nor any of its Subsidiaries is a party to or has any material liability with respect to any oral or written (i) agreement with any current or former stockholders, director, executive officer or employee of the Company or any of its Subsidiaries

(A) the benefits of which or funding of benefits are contingent, or the terms of which are materially altered, upon the occurrence of a transaction involving the Company or any of its Subsidiaries of the nature of any of the transactions contemplated by this Agreement, (B) providing any term of employment or compensation guarantee or (C) providing severance benefits or other benefits upon or after the termination of employment of such director, executive officer or employee; or (ii) agreement or plan, including any stock option plan, stock appreciation right plan, restricted stock plan, stock purchase plan or severance benefit plan, any of the benefits of which shall be increased, or the vesting or payment of the benefits of which shall be accelerated, by the occurrence of any of the transactions contemplated by this Agreement or the value of any of the benefits of which shall be calculated on the basis of any of the transactions contemplated by this Agreement.

(h) None of the Company Employee Plans promises or provides retiree medical, or other retiree welfare benefits to any person, except as required by Section 4980B of the Code, Section 601 et seq. of ERISA, and similar state law.

(i) With respect to each of the Company Employee Plans: (1) no claim, lawsuit, arbitration or other action has been threatened, asserted, instituted, or, to the Company's Knowledge, is anticipated against any of the Company Employee Plans (other than routine claims for benefits and qualified domestic relations orders and appeals of such claims), any trustee or fiduciaries thereof, the Company, any Subsidiary, any ERISA Affiliate, any employee, officer, director or other service provider of the Company (whether current, former or retired), or any of the assets of any trust of any of the Company Employee Plans that could reasonably be expected to result in material liability for the Company or any of its Subsidiaries; and (2) no Company Employee Plan is under, and neither the Company nor any Subsidiary has received any notice of, an audit or investigation by the IRS, Department of Labor or any other Governmental Entity and no such completed audit, if any, has resulted in the imposition of any tax or penalty.

(j) The Company has no unfunded liabilities pursuant to any Company Employee Plan that is not intended to be qualified under Section 401(a) of the Code and is an employee pension benefit plan within the meaning of Section 3(2) of ERISA, whether or not subject to ERISA, a nonqualified deferred compensation plan, an excess benefit plan, or a plan, scheme or arrangement that is subject to the laws of a jurisdiction outside of the United States. No Company Stock Option that was unvested as of December 31, 2004 or granted after such date (i) was granted with an exercise price less than the fair market value of a share of Company Common Stock on the date of grant, or (ii) includes or included at any time any feature for the deferral of compensation (other than deferral of recognition of income until the later of exercise or disposition).

(k) The Company has made available to the Parent a complete and accurate list, as of March 12, 2007, of all employees of the Company and each of its Subsidiaries who are entitled as a result of the Merger to receive severance, termination or change-in-control payments pursuant to employment, severance, or change in control agreements in effect between the Company and such employees, along with the amount of such payments for each such person.

3.15 Compliance With Laws. The Company and each of its Subsidiaries is in compliance with, and is not in violation of, any applicable statute, law or regulation with respect

to the conduct of its business, or the ownership or operation of its properties or assets, except for failures to comply or violations that, individually or in the aggregate, are not reasonably likely to have a Company Material Adverse Effect. Since January 1, 2004 neither the Company nor any of its Subsidiaries has received written notice to the effect that a Governmental Entity claimed or alleged that the Company or any of its Subsidiaries was not in compliance in all material respects with all laws applicable to the Company or any of its Subsidiaries, any of their properties or other assets or any of their businesses or operations.

3.16 Permits. The Company and each of its Subsidiaries have all permits, licenses franchises, certificates, approvals and authorizations from Governmental Entities required to conduct their businesses as now being conducted, except for such permits, licenses, franchises, certificates, approvals and authorizations the absence of which, individually or in the aggregate, is not reasonably likely to have a Company Material Adverse Effect, and there has occurred no violation of, suspension, reconsideration, imposition of penalties or fines, default or event giving rise to termination under the Company Permits except in each case as, individually and in the aggregate, has not and would not reasonably be expected to have a Company Material Adverse Effect (the "Company Permits"). The Company Permits are in full force and effect, except for any failures to be in full force and effect that, individually or in the aggregate, are not reasonably likely to have a Company Material Adverse Effect. The Company and each of its Subsidiaries are in compliance with the terms of the Company Permits, except for such failures to comply that, individually or in the aggregate, are not reasonably likely to have a Company Material Adverse Effect.

3.17 Labor Matters. The Company has made available to the Parent a complete and accurate list, as of March 12, 2007, of all employees of the Company and each of its Subsidiaries whose annual rate of base compensation exceeds $100,000 per year, along with the position and the annual rate of base compensation of each such person. Neither the Company nor any of its Subsidiaries is the subject of any proceeding asserting that the Company or any of its Subsidiaries has committed an unfair labor practice or is seeking to compel it to bargain with any labor union or labor organization. There are no pending or, to the Company's Knowledge, threatened labor strikes, disputes, walkouts, work stoppages, slow-downs or lockouts involving the Company or any of its Subsidiaries. There are no representative bodies of employees (including, without limitation, domestic or European works councils) or any recognized union employee representative bodies or any agreements with any such bodies with respect to the Company or any Subsidiary.

3.18 Insurance. Each of the Company and its Subsidiaries maintains in full force and effect with reputable insurance carriers insurance policies with respect to their business, properties and assets, in such amounts and against such losses and risks of a character as is customarily carried by similarly situated companies in the same or similar businesses and as is required under the terms of any Company Material Contract and lease for real property. Section 3.18 of the Company Disclosure Schedule contains a complete and correct list as of the date hereof of all material insurance policies maintained by or on behalf of the Company or its Subsidiaries (the "Company Material Insurance Policies"). All premiums due and payable under the Company Material Insurance Policies have been paid and the Company or its Subsidiaries, as applicable, have complied in all material respects with the provisions of such policies. There is no material claim by the Company or any of its Subsidiaries pending under any of such policies as to which coverage has been denied or disputed in writing by the underwriters or in respect of which the underwriters have reserved their rights.

3.19 Opinion of Financial Advisor. The Special Committee of the Board of Directors of the Company (the "Special Committee") has received the opinion of Jefferies Broadview, a division of Jefferies & Company, Inc. ("Jefferies Broadview"), the Special Committee's sole financial advisor, dated the date of this Agreement and addressed to the Special Committee and the Board of Directors of the Company, to the effect that, as of such date, the amount to be received by the holders of Company Common Stock in the Offer and the Merger, taken together, is fair, from a financial point of view, to such holders, other than the Parent and its Affiliates.

3.20 Section 203 of the DGCL. Assuming the accuracy of the representations and warranties of the Parent and Purchaser in Section 4.4, the Company Board has taken all actions necessary so that the restrictions contained in Section 203 of the DGCL applicable to a "business combination" (as defined in Section 203) shall not apply to the execution, delivery or performance of this Agreement or the consummation of the Merger, the Offer or the other transactions contemplated by this Agreement.

3.21 Brokers. No agent, broker, investment banker, financial advisor or other firm or Person is or shall be entitled, as a result of any action, agreement or commitment of the Company or any of its Affiliates, to any broker's, finder's, financial advisor's or other similar fee or commission in connection with any of the transactions contemplated by this Agreement, except Jefferies Broadview, whose fees and expenses shall be paid by the Company. The Company has made available to the Parent a complete and accurate copy of all agreements pursuant to which Jefferies Broadview is entitled to any fees and expenses in connection with any of the transactions contemplated by this Agreement.

3.22 Acquisitions and/or Divestitures. The Company has made available to the Parent true and complete copies of all agreements dated on or after January 1, 2004, pursuant to which the Company or any of its Subsidiaries has acquired or sold any stock or assets for an aggregate purchase price greater than $5,000,000. Section 3.22 of the Company Disclosure Schedule sets forth a good faith estimate of the current material payment obligations (whether contingent or otherwise) of the Company and its Subsidiaries in respect of earn outs, deferred purchase price arrangements or similar arrangements that have arisen in connection with investments in or acquisitions of companies or businesses.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE PARENT AND PURCHASER

The Parent and Purchaser represent and warrant to the Company that the statements contained in this Article IV are true and correct.

4.1 Organization, Standing and Power. Each of the Parent and Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted, and is duly

qualified to do business and, where applicable as a legal concept, is in good standing as a foreign corporation in each jurisdiction in which the character of the properties it owns, operates or leases or the nature of its activities makes such qualification necessary, except for such failures to be so organized, qualified or in good standing, individually or in the aggregate, that are not reasonably likely to have a Parent Material Adverse Effect. For purposes of this Agreement, the term "Parent Material Adverse Effect" means any material adverse fact, change, event, circumstance or development that has, or would be reasonably likely to have, a material adverse effect on, (a) the assets, properties, business, financial condition or results of operations of the Parent and its Subsidiaries, taken as a whole, or (b) the ability of the Parent or Purchaser to consummate the transactions contemplated by this Agreement.

4.2 Authority; No Conflict; Required Filings and Consents.

(a) Each of the Parent and Purchaser has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement, the performance by the Parent and Purchaser of their respective obligations under this Agreement and the consummation of the transactions contemplated by this Agreement by the Parent and Purchaser have been duly authorized by all necessary corporate action on the part of each of the Parent and Purchaser, other than the adoption of this Agreement by the Parent as the sole stockholder of Purchaser, which shall occur promptly after the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by each of the Parent and Purchaser and constitutes the valid and binding obligation of each of the Parent and Purchaser, enforceable against each of them in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) The execution and delivery of this Agreement by each of the Parent and Purchaser, the performance by each of the Parent and the Purchaser of its obligations under this Agreement and the consummation by the Parent and Purchaser of the transactions contemplated by this Agreement shall not, (i) conflict with, or result in any violation or breach of, any provision of the certificate of incorporation or bylaws of the Parent or Purchaser, (ii) conflict with, or result in any violation or breach of, or constitute (with or without notice or lapse of time, or both) a default (or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any material benefit) under, require a consent or waiver under, constitute a change in control under, require the payment of a penalty under or result in the imposition of any Lien on the Parent's or Purchaser's assets under, any of the terms, conditions or provisions of any lease, license, contract or other agreement, instrument or obligation to which the Parent or Purchaser is a party or by which any of them or any of their properties or assets may be bound, or (iii) subject to obtaining Purchaser stockholder approval (which shall occur promptly after the execution and delivery of this Agreement) and compliance with the requirements specified in clauses (i) and (ii) of Section 4.2(c), conflict with or violate any permit, concession, franchise, license, judgment, injunction, order, decree, statute, law, ordinance, rule or regulation applicable to the Parent or Purchaser or any of its or their respective properties or assets, except in the case of clauses (ii) and (iii) of this Section 4.2(b) for any such conflicts, violations, breaches, defaults, terminations, cancellations, accelerations, losses, penalties or Liens, and for any consents or waivers not obtained, that, individually or in the aggregate, are not reasonably likely to have a Parent Material Adverse Effect.

(c) No consent, approval, license, permit, order or authorization of, or registration, declaration, notice or filing with, any Governmental Entity or any stock market or stock exchange on which shares of common stock, $1.00 par value per share, of the Parent are listed for trading is required by or with respect to the Parent or Purchaser in connection with the execution and delivery of this Agreement by the Parent or Purchaser or the consummation by the Parent or Purchaser of the transactions contemplated by this Agreement, except for (i) the pre-merger notification requirements under the HSR Act, and any other applicable Antitrust Laws, (ii) the filing of the Certificate of Merger with the Delaware Secretary of State and appropriate corresponding documents with the appropriate authorities of other states in which the Company is qualified as a foreign corporation to transact business, and (iii) required filings of the Offer Documents, Schedule 14D-9 and the Proxy Statement under the Exchange Act.

(d) No vote of the holders of any class or series of the Parent's capital stock or other securities is necessary for the consummation by the Parent of the transactions contemplated by this Agreement.

4.3 Operations of Purchaser. Purchaser was formed solely for the purpose of engaging in the transactions contemplated by this Agreement, has engaged in no other business activities and has conducted its operations only as contemplated by this Agreement.

4.4 Ownership of Company Common Stock. None of the Parent or any of the Parent's "Affiliates" or "Associates" directly or indirectly "owns," and at all times during the three-year period prior to the date of this Agreement, none of the Parent or any of the Parent's "Affiliates" or "Associates" directly or indirectly has "owned," beneficially or otherwise, any of the outstanding Company Common Stock, as those terms are defined in Section 203 of the DGCL.

4.5 Information Provided. The information to be supplied by or on behalf of the Parent for inclusion in the (i) Schedule 14D-9, on the date the Schedule 14D-9 is filed with the SEC, and on the date the Schedule 14D-9 is first published, sent or given to holders of shares of Company Common Stock, and (ii) Proxy Statement (if any) to be sent to the stockholders of the Company in connection with the Company Meeting shall not, on the date the Proxy Statement is first mailed to stockholders of the Company, at the time of the Company Meeting or at the Effective Time, contain any statement which, at such time and in light of the circumstances under which it shall be made, is false or misleading with respect to any material fact, or omit to state any material fact necessary in order to make the statements made therein not false or misleading; or omit to state any material fact necessary to correct any statement in any earlier communication with respect to the Offer or solicitation of proxies for the Company Meeting (as the case may be) which has become false or misleading; provided that the Parent shall have no responsibility for and makes no representation with respect to any other information in the Schedule 14D-9 or the Proxy Statement. If at any time prior to the Company Meeting any fact or event relating to the Parent or any of its Affiliates which should be set forth in a supplement to the Proxy Statement should be discovered by the Parent or should occur, the Parent shall, promptly after becoming aware thereof, inform the Company of such fact or event.

4.6 Financing. The Parent and Purchaser have, and will upon the acceptance of shares of Company Common Stock accepted for payment in the Offer and on the Closing Date

have, sufficient cash resources available to purchase all of the shares of Company Common Stock pursuant to the Offer and otherwise perform all of their respective obligations under this Agreement and to consummate the Offer and the Merger.

ARTICLE V

CONDUCT OF BUSINESS

5.1 Covenants of the Company. Except as expressly provided or permitted herein, set forth in Section 5.1 of the Company Disclosure Schedule or as consented to in writing by the Parent (which consent shall not be unreasonably withheld, conditioned or delayed), during the period commencing on the date of this Agreement and ending at the Effective Time or such earlier date as this Agreement may be terminated in accordance with its terms (the "Pre-Closing Period"), the Company shall, and shall cause each of its Subsidiaries to, use commercially reasonable efforts to (i) act and carry on its business in the Ordinary Course of Business in compliance in all material respects with applicable law, (ii) preserve intact the material aspects of its and each of its Subsidiaries business organization, assets, properties and business relationships; and (iii) keep available the services of its current officers and key employees and preserve the goodwill of the Company and its Subsidiaries, taken as a whole. Without limiting the generality of the foregoing, except as expressly provided or permitted herein or as set forth in Section 5.1 of the Company Disclosure Schedule, during the Pre-Closing Period the Company shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, do any of the following without the prior written consent of the Parent (which consent shall not be unreasonably withheld, conditioned or delayed):

(a)(i) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, securities or other property) in respect of, any of its capital stock (other than dividends and distributions by a direct or indirect wholly owned Subsidiary of the Company to its parent), (ii) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or any of its other securities; or (iii) purchase, redeem or otherwise acquire any shares of its capital stock or any other of its securities or any rights, warrants or options to acquire any such shares or other securities, except, in the case of this clause (iii), for the acquisition of shares of Company Common Stock (A) from holders of Company Stock Options in full or partial payment of the exercise price payable by such holder upon exercise of Company Stock Options to the extent required or permitted under the terms of such Company Stock Options or (B) from former employees, directors and consultants in accordance with agreements providing for the repurchase of shares at their original issuance price in connection with any termination of services to the Company or any of its Subsidiaries;

(b) except as permitted by Section 5.1(i), issue, deliver, sell, grant, pledge or otherwise dispose of, or encumber or authorize the issuance, delivery, sale, grant, pledge or other disposition or encumbrance of, any shares of its capital stock, any other voting securities or any securities convertible into or exchangeable for, or any rights, warrants or options to acquire, any such shares, voting securities or convertible or exchangeable securities, in each case other than the issuance of shares of Company Common Stock upon the exercise of Company Stock Options outstanding on the date of this Agreement or pursuant to the Company ESPP;

(c) amend its certificate of incorporation, bylaws or other comparable charter or organizational documents;

(d) except as described in Section 5.1(d) of the Company Disclosure Schedule, acquire (i) by merging or consolidating with, or by purchasing all or a substantial portion of the assets or any stock of, or by any other manner, any business or any corporation, partnership, joint venture, limited liability company, association or other business organization or division thereof or (ii) any assets that are material, in the aggregate, to the Company and its Subsidiaries, taken as a whole, except purchases of inventory and raw materials in the Ordinary Course of Business;

(e) sell, transfer, lease, license, pledge, or otherwise dispose of or encumber any material properties or material assets of the Company or of any of its Subsidiaries, other than to customers in the Ordinary Course of Business;

(f)(i) incur any indebtedness for borrowed money or guarantee any such indebtedness of another Person (other than letters of credit or similar arrangements issued to or for the benefit of suppliers and manufacturers in the Ordinary Course of Business), (ii) issue, sell, amend or accelerate the conversion of any debt securities or warrants or other rights to acquire any debt securities of the Company or any of its Subsidiaries, guarantee any debt securities of another Person, enter into any "keep well" or other agreement to maintain any financial statement condition of another Person or enter into any arrangement having the economic effect of any of the foregoing, (iii) make any loans, advances (other than routine advances to employees of the Company and its Subsidiaries in the Ordinary Course of Business) or capital contributions to, or investment in, any other Person, other than the Company or any of its direct or indirect wholly owned Subsidiaries; provided, however, that the Company may, in the Ordinary Course of Business, invest in debt securities maturing not more than 90 days after the date of investment, or (iv) other than in the Ordinary Course of Business, enter into any hedging agreement or other financial agreement or arrangement designed to protect the Company or its Subsidiaries against fluctuations in exchange rates;

(g) make any capital expenditures or other expenditures with respect to property, plant or equipment in excess of $500,000 in the aggregate for the Company and its Subsidiaries, taken as a whole, other than as set forth in the Company's budget for capital expenditures previously made available to the Parent;

(h) make any material changes in accounting methods, principles or practices, except insofar as required by GAAP;

(i) except as required to comply with applicable law or agreements, plans or arrangements existing on the date hereof, (i) adopt, enter into, terminate, renew or amend any employment, severance, change of control or similar agreement or benefit plan for the benefit or welfare of any new, current or former director, officer or employee or any collective bargaining agreement (except in the Ordinary Course of Business and only if such arrangement is terminable on 60 days' or less notice without either a penalty or a termination payment), (ii) increase the salary, compensation or fringe benefits of, or any bonus, incentive, compensation, service award, or like benefit granted or accrued for, any director, officer or employee (except

for annual increases of salaries in the Ordinary Course of Business), it being understood (for the avoidance of doubt) that the Company and its Subsidiaries may hire new employees in the Ordinary Course of Business, (iii) accelerate the payment, right to payment or vesting of any compensation or benefits, including any outstanding options or restricted stock awards, other than as contemplated by this Agreement, (iv) grant any stock options, stock appreciation rights, stock based or stock related awards, performance units or restricted stock, except for the grant of options to purchase up to 50,000 shares in the aggregate of Company Common Stock to employees hired after the date hereof, which options shall have an exercise price equal to the fair market value of the Company Common Stock on the date of grant (determined in a manner consistent with the Company's existing practice for establishing fair market value for option grants) and which options shall otherwise be upon the Company's customary terms, (v) take any action other than in the Ordinary Course of Business to fund or in any other way secure the payment of compensation or benefits under any Company Employee Plan, or (vi) fail to pay any Tax or file any Tax Return in each case when due, except where the non-payment of any such Tax or non-filing of any such Tax Return is being contested in good faith;

(j) make or change any Tax election, agree to any adjustment of any Tax attribute, adopt or change any Tax accounting method, file any amended Tax Return, settle or compromise any liability for Taxes, surrender any right to claim a refund of Taxes, or consent to any extension or waiver of the limitations period applicable to any Tax claim or assessment; or

(k) authorize any of, or commit or agree, in writing or otherwise, to take any of, the foregoing actions.

5.2 Confidentiality. The parties acknowledge that the Parent and the Company have previously executed a Confidentiality Agreement, dated as of December 19, 2006 (the "Confidentiality Agreement"), which Confidentiality Agreement shall continue in full force and effect in accordance with its terms, except as expressly modified herein.

ARTICLE VI

ADDITIONAL AGREEMENTS

6.1 No Solicitation.

(a) No Solicitation or Negotiation. Except as set forth in this Section 6.1, until the termination of this Agreement in accordance with the terms hereof (the "Specified Time"), neither the Company nor any of its Subsidiaries shall, and the Company shall use reasonable efforts to cause its and its Subsidiaries' directors, officers, employees, investment bankers, attorneys, accountants and other advisors or representatives (such directors, officers, employees, investment bankers, attorneys, accountants, other advisors and representatives, collectively, "Representatives") not to, directly or indirectly:

(i) solicit, initiate, or knowingly induce or encourage, any inquiries or the making of any proposal or offer that constitutes, or could reasonably be expected to lead to, any Acquisition Proposal; or

(ii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any Person any non-public information for the purpose of encouraging, facilitating or inducing, the making of any Acquisition Proposal.

Notwithstanding anything to the contrary set forth in this Agreement (including Section 6.1(f)), in response to an Acquisition Proposal that did not result from a breach of this Agreement and that the Company Board determines in good faith (after consultation with outside counsel and its financial advisors) could be reasonably expected to lead to a Superior Proposal, and subject to compliance with Section 6.1(c), the Company may (A) furnish information with respect to the Company to any Person (and the Representatives of such Person) making such Acquisition Proposal, pursuant to a confidentiality agreement not materially less restrictive of the other party than the Confidentiality Agreement, (B) engage in discussions or negotiations (including solicitation of a revised Acquisition Proposal) with such Person and its Representatives regarding any such Acquisition Proposal, and (C) amend, or grant a waiver or release under, any standstill or similar agreement with respect to any Company Common Stock.

(b) No Change in Recommendation or Alternative Acquisition Agreement. Prior to the Specified Time:

(i) the Company Board shall not, except as set forth in this Section 6.1, withhold, withdraw or modify, in a manner adverse to the Parent, the approval or recommendation by the Company Board with respect to the Company Voting Proposal;

(ii) the Company shall not enter into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement or similar agreement or arrangement (an "Alternative Acquisition Agreement") providing for the consummation of a transaction contemplated by any Acquisition Proposal (other than a confidentiality agreement referred to in Section 6.1(a) entered into in the circumstances referred to in Section 6.1(a)); or

(iii) the Company Board shall not, except as set forth in this Section 6.1, adopt, approve or recommend any Acquisition Proposal.

Notwithstanding anything to the contrary set forth in this Agreement, the Company Board may withhold, withdraw or modify, in a manner adverse to the Parent, its recommendation with respect to the Company Voting Proposal or approve or recommend a Superior Proposal if and only to the extent that, after complying with the notice provisions in this Section 6.1 (including Section 6.1(d)), if applicable, the Company Board determines in good faith, after consultation with outside counsel, that failure to do so would be inconsistent with its fiduciary obligations under applicable law. Promptly (and in any event no later than 24 hours) following a determination by the Company Board that an Acquisition Proposal constitutes a Superior Proposal, the Company shall deliver to the Parent a written notice advising the Parent that the Company Board has received a Superior Proposal together with a copy of any such Superior Proposal if in writing, specifying (to the extent not previously done under Section 6.1(d)) the material terms and conditions of such Superior Proposal and the identity of the Person making such Superior Proposal. If, following the expiration of three Business Days after Parent's receipt of such notice of a Superior Proposal, the Superior Proposal specified in such notice still

constitutes, in the good faith judgment of the Company Board, a Superior Proposal and did not otherwise result from a material breach of this Section 6.1, the Company, by action of the Company Board, may terminate this Agreement pursuant to Section 8.1(e), provided that, concurrently with such termination, the Company pays to the Parent the fee described in Section 8.3(b). In determining whether the Superior Proposal specified in such notice still constitutes a Superior Proposal, the Company Board shall take into account any changes to this Agreement proposed by Parent in response to the notice of a Superior Proposal.

(c) Change of Recommendation. Notwithstanding anything to the contrary set forth in this Agreement, the obligation of the Company to call, give notice of, convene and hold the Company Meeting and to hold a vote of the Company's stockholders on the Company Voting Proposal at the Company Meeting shall not prior to the termination of this Agreement be limited or otherwise affected by the commencement, disclosure, announcement or submission to the Company of any Acquisition Proposal (whether or not a Superior Proposal). The Company shall not submit to the vote of its stockholders any Acquisition Proposal (whether or not a Superior Proposal), prior to the termination of this Agreement.

(d) Notices to the Parent.

(i) Upon the Company's receipt of any Acquisition Proposal, the Company shall promptly, and in any event within 24 hours, advise the Parent orally, with written confirmation to follow, of the Company's receipt of such Acquisition Proposal, the material terms and conditions thereof and the identity of the Person making any such Acquisition Proposal, and shall provide to Parent a copy of such Acquisition Proposal and any amendments or modifications thereto, if in writing.

(ii) After receipt of any Acquisition Proposal, the Company shall (A) continue to keep the Parent informed, on a prompt (and in any event no later than 24 hours) basis, as to all material amendments thereto, and (B) promptly (and in any event no later than 24 hours) provide to the Parent a copy of all written non-public materials subsequently provided by the Company to the Person making such Acquisition Proposal in connection with such Acquisition Proposal (to the extent that the Company has not previously provided such materials to the Parent).

(e) Certain Permitted Disclosure. Nothing contained in this Section 6.1 or in Section 6.5 (or elsewhere in this Agreement) shall be deemed to prohibit the Company from taking and disclosing to its stockholders a position with respect to a tender offer contemplated by Rule 14d-9 or Rule 14e-2 promulgated under the Exchange Act or from making any disclosure to the Company's stockholders if, in the good faith judgment of the Company Board, after consultation with outside counsel, failure to so disclose would be inconsistent with its obligations under applicable law.

(f) Cessation of Ongoing Discussions. The Company shall, and shall direct its Representatives to, cease immediately all discussions and negotiations that commenced prior to the date of this Agreement regarding any proposal that constitutes, or could reasonably be expected to lead to, an Acquisition Proposal.

(g) Definitions. For purposes of this Agreement:

"Acquisition Proposal" means, whether written or oral, (i) any proposal or offer for a merger, consolidation, dissolution, sale of substantial assets outside the Ordinary Course of Business, tender offer, recapitalization, share exchange or other business combination involving the Company and its Subsidiaries, taken as a whole (other than mergers, consolidations, recapitalizations, share exchanges or other business combinations involving solely the Company and/or one or more Subsidiaries of the Company, and no other party) (ii) any proposal for the issuance by the Company of over 20% of its equity securities or (iii) any proposal or offer to acquire in any manner, directly or indirectly, over 20% of the equity securities or consolidated total assets of the Company and its Subsidiaries, in each case other than the transactions contemplated by this Agreement.

"Superior Proposal" means any unsolicited, bona fide and written proposal made by a third party to acquire more than 50% of the equity securities or consolidated total assets of the Company and its Subsidiaries, pursuant to a tender or exchange offer, a merger, a consolidation or a sale of its assets, (i) on terms which the Company Board determines in its good faith judgment to be more favorable from a financial point of view to the holders of Company Common Stock (in their capacity as stockholders) than the transactions contemplated by this Agreement (after consultation with its financial and legal advisors), taking into account all the terms and conditions of such proposal and this Agreement (including any offer by the Parent to amend the terms of this Agreement), (ii) is not subject to any financing contingency or, if so subject, that the Company Board determines in its good faith judgment is reasonably likely of being financed, and (iii) which the Company Board has determined in its good faith judgment to be reasonably capable of being completed on the terms proposed without undue delay, taking into account all financial, regulatory, legal and other aspects of such proposal.

6.2 Proxy Statement. If the adoption of this Agreement by the holders of shares of Company Common Stock is required under the DGCL in order to consummate the Merger, the Company, at the Parent's request following the consummation of the Offer and in cooperation with the Parent, shall prepare and file with the SEC the Proxy Statement; provided, however, that the Company shall give to Parent the opportunity to review and comment on the initial preliminary Proxy Statement and all subsequent forms or versions of or amendments to the Proxy Statement and the Company shall take into good faith consideration all of Parent's reasonable comments to each version of or amendment to the Proxy Statement. The Company shall respond to any comments of the SEC or its staff and shall cause the Proxy Statement to be mailed to its stockholders at the earliest practicable time after the resolution of any such comments. The Company shall notify the Parent promptly upon the receipt of any comments from the SEC or its staff or any other government officials and of any request by the SEC or its staff or any other government officials for amendments or supplements to the Proxy Statement and shall supply the Parent with copies of all correspondence between the Company or any of its representatives, on the one hand, and the SEC, or its staff or any other government officials, on the other hand, with respect to the Proxy Statement. The Company shall use commercially reasonable efforts to cause all documents that it is responsible for filing with the SEC or other regulatory authorities under this Section 6.2 to comply in all material respects with all applicable requirements of law and the rules and regulations promulgated thereunder. Whenever any event occurs which is required to be set forth in an amendment or supplement to the Proxy Statement,

the Parent or the Company, as the case may be, shall promptly inform the other of such occurrence and cooperate in filing with the SEC or its staff or any other government officials, and/or mailing to stockholders of the Company, such amendment or supplement.

6.3 Nasdaq Quotation. The Company agrees to use commercially reasonable efforts to continue the quotation of the Company Common Stock on The Nasdaq Stock Market during the term of this Agreement.

6.4 Access to Information. During the Pre-Closing Period, the Company shall (and shall cause each of its Subsidiaries to) afford to the Parent's officers, employees, accountants, counsel and other representatives, reasonable access, upon reasonable notice, during normal business hours and in a manner that does not disrupt or interfere with business operations, to all of its properties, books, contracts, commitments, personnel and records (including Tax returns and, to the extent permitted by the Company's independent auditors, following a request by the Company that such permission be granted, workpapers of the Company's independent auditors), officers, employees, accountants, counsel, financial advisors and other Representatives as the Parent shall reasonably request, and, during such period, the Company shall (and shall cause each of its Subsidiaries to) furnish promptly to the Parent (a) a copy of each report, schedule, registration statement and other document filed or received by it during such period pursuant to the requirements of federal or state securities laws and (b) all other information concerning its business, properties, assets and personnel as the Parent may reasonably request. The Parent will hold any such information which is nonpublic in confidence in accordance with the Confidentiality Agreement.

6.5 Stockholders Meeting.

(a) If the adoption of this Agreement by the holders of shares of Company Common Stock is required under the DGCL in order to consummate the Merger, the Company, acting through the Company Board and in accordance with Section 6.1(c) hereof, shall at the Parent's request following the consummation of the Offer take all actions in accordance with applicable law, its certificate of incorporation and bylaws and the rules of The Nasdaq Stock Market to promptly and duly call, give notice of, convene and hold as promptly as practicable, the Company Meeting for the purpose of considering and voting upon the Company Voting Proposal. Subject to Section 6.1, (a) the Company Board shall recommend adoption of the Company Voting Proposal by the stockholders of the Company and include such recommendation in the Proxy Statement and (b) the Company Board shall not withhold, withdraw or modify, or publicly propose or resolve to withhold, withdraw or modify in a manner adverse to the Parent, the recommendation of the Company Board that the Company's stockholders vote in favor of the Company Voting Proposal. Subject to Section 6.1, the Company shall take all action that is both reasonable and lawful to solicit from its stockholders proxies in favor of the Company Voting Proposal and shall take all other action reasonably necessary or advisable to secure the vote or consent of the stockholders of the Company required by the rules of The Nasdaq Stock Market or the DGCL to obtain such approvals. Notwithstanding anything to the contrary contained in this Agreement, the Company, after consultation with the Parent, may adjourn or postpone the Company Meeting (i) to the extent necessary to ensure that any required supplement or amendment to the Proxy Statement is provided to the Company's stockholders, (ii) if as of the time for which the Company Meeting is

originally scheduled (as set forth in the Proxy Statement) there are insufficient shares of Company Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Company Meeting, or (iii) for the purpose of soliciting additional proxies.

(b) The Parent shall cause all shares of Company Common Stock owned by the Parent or any Subsidiary (including all shares purchased by the Purchaser pursuant to the Offer) to be voted in favor of the adoption of this Agreement at the Company Meeting.

(c) Notwithstanding the foregoing, if the Purchaser or any Subsidiary of the Parent shall acquire at least 90% of the outstanding shares of the Company Common Stock, the Parent and the Purchaser shall take all necessary and appropriate action to cause the Merger to become effective as soon as practicable after the expiration of the Offer without a stockholders meeting in accordance with Section 253 of the DGCL.

6.6 Legal Conditions to the Merger.

(a) Subject to the terms hereof, including Section 6.1 and Section 6.6(b), the Company and the Parent shall each use its commercially reasonable efforts to:

(i) take, or cause to be taken, all actions, and do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective the transactions contemplated hereby as promptly as practicable, subject to any other conditions in this Section 6.6;

(ii) as promptly as practicable, obtain from any Governmental Entity or any other third party any consents, licenses, permits, waivers, approvals, authorizations, or orders required to be obtained or made by the Company or the Parent or any of their Subsidiaries in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby;

(iii) as promptly as practicable, make all necessary filings, and thereafter make any other required submissions, with respect to this Agreement and the Merger required under (A) the Exchange Act, and any other applicable federal or state securities laws, (B) the HSR Act and any related governmental request thereunder, and (C) any other applicable law; and

(iv) execute or deliver any additional instruments necessary to consummate the transactions contemplated by, and to fully carry out the purposes of, this Agreement.

The Company and the Parent shall cooperate with each other in connection with the making of all such filings, including providing copies of all such documents to the non-filing party and its advisors prior to filing and, if requested, accepting reasonable additions, deletions or changes suggested in connection therewith. The Company and the Parent shall use their respective commercially reasonable efforts to furnish to each other all information required for any application or other filing to be made pursuant to the rules and regulations of any applicable law (including all information required to be included in the Proxy Statement) in connection with the

transactions contemplated by this Agreement. Any such disclosure of information may be made, on the advice of each of the Company and the Parent's counsel, on a counsel-only or outside counsel-only basis.

(b) Subject to the terms hereof, the Parent and the Company agree, and shall cause each of their respective Subsidiaries, to cooperate and to use their respective commercially reasonable efforts to obtain any government clearances or approvals required for Closing under the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other federal, state or foreign law, regulation or decree designed to prohibit, restrict or regulate actions for the purpose or effect of monopolization or restraint of trade (collectively "Antitrust Laws"), and to respond to any government requests for information under any Antitrust Law. The parties hereto will consult and cooperate with one another, and consider in good faith the views of one another, and where feasible will provide to the other parties in advance, any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party hereto, in connection with proceedings under or relating to any Antitrust Law, subject to advice of counsel to each of the Company and the Parent and to the provisions of any disclosure as contemplated by Section 6.6(a) hereof.

(c) Each of the Company and the Parent shall give (or shall cause their respective Subsidiaries to give) any notices to third parties, and use, and cause their respective Subsidiaries to use, their commercially reasonable efforts to obtain any third party consents required in connection with the Merger that are (i) necessary to consummate the transactions contemplated hereby, (ii) disclosed or required to be disclosed in the Company Disclosure Schedule, or (iii) required to prevent the occurrence of an event that is reasonably likely to have a Company Material Adverse Effect prior to or after the Effective Time, it being understood that neither the Company nor the Parent shall be required to make any payments in connection with the fulfillment of its obligations under this Section 6.6.

(d) At or prior to the Effective Time, the Company shall deliver to the Parent a duly executed certificate and associated documentation meeting the requirements of Treasury Regulation Section 1.1445-2(c)(3).

6.7 Public Disclosure. Except as may be required by applicable law or stock market regulations, (a) the press release announcing the execution of this Agreement shall be issued only in such form as shall be mutually agreed upon by the Company and the Parent and (b) the Parent and the Company shall each use its commercially reasonable efforts to consult with the other party and provide such other party with an opportunity to review and comment before issuing any other press release or otherwise making any public statement with respect to the Offer, the Merger or this Agreement.

6.8 Indemnification.

(a) From and after the Effective Time, each of Parent and the Surviving Corporation shall, jointly and severally, indemnify and hold harmless each person who is now, or has been at any time prior to the date hereof, or who becomes prior to the Effective Time, a director or officer of the Company or any of its Subsidiaries (the "Indemnified Parties"), against

all claims, losses, liabilities, damages, judgments, fines and reasonable fees, costs and expenses, including attorneys' fees and disbursements, incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to the fact that the Indemnified Party is or was an officer or director of the Company or any of its Subsidiaries, whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent permitted under applicable law. Each Indemnified Party will be entitled to advancement of expenses incurred in the defense of any such claim, action, suit, proceeding or investigation from each of the Parent and the Surviving Corporation within ten (10) business days of receipt by the Parent or the Surviving Corporation from the Indemnified Party of a request therefor, provided that any such Indemnified Party provides an undertaking, to the extent required by the DGCL, to repay such advancement if it is ultimately determined that the Indemnified Party is not entitled to be indemnified.

(b) From the Effective Time through the sixth anniversary of the date on which the Effective Time occurs, the certificate of incorporation and bylaws of the Surviving Corporation shall contain, and Parent shall cause the certificate of incorporation and bylaws of the Surviving Corporation so to contain, provisions no less favorable with respect to indemnification, advancement of expenses and exculpation of present and former directors and officers of the Company and its Subsidiaries than are presently set forth in the certificate of incorporation and bylaws of the Company.

(c) Subject to the next sentence, the Surviving Corporation shall either (i) maintain, and the Parent shall cause the Surviving Corporation to maintain, at no expense to the beneficiaries, in effect for six (6) years from the Effective Time the current policies of the directors' and officers' liability insurance maintained by the Company (the "Current D&O Insurance") with respect to matters existing or occurring at or prior to the Effective Time (including the transactions contemplated by this Agreement), so long as the annual premium therefor would not be in excess of 250% of the last annual premium paid prior to the Effective Time (such 250%, the "Maximum Premium"), which annual premium is set forth in Section 6.8(c) of the Company Disclosure Schedule, or (ii) purchase a six (6) year extended reporting period endorsement with respect to the Current D&O Insurance (a "Reporting Tail Endorsement") and maintain such endorsement in full force and effect for its full term. If the Company's existing insurance expires, is terminated or canceled during such six-year period or exceeds the Maximum Premium, the Surviving Corporation shall obtain, and Parent shall cause the Surviving Corporation to obtain, as much directors' and officers' liability insurance as can be obtained for the remainder of such period for an annualized premium not in excess of the Maximum Premium, on terms and conditions no less advantageous to the Indemnified Parties than the Company's existing directors' and officers' liability insurance. Notwithstanding anything to the contrary in this Agreement, the Company may, prior to the Effective Time, purchase a Reporting Tail Endorsement, provided that the Company does not pay more than six times the Maximum Premium for such Reporting Tail Endorsement, in which case, provided that the Parent causes the Surviving Corporation to maintain such Reporting Tail Endorsement in full force and effect for its full term, the Parent shall be relieved from its obligations under the preceding two sentences of this Section 6.8(c).

(d) The Parent shall pay all expenses, including reasonable attorneys' fees, that may be incurred by the persons referred to in this Section 6.8 in connection with their enforcement of their rights provided in this Section 6.8 unless it is ultimately determined that the person was not entitled to such indemnification.

(e) The provisions of this Section 6.8 are intended to be in addition to the rights otherwise available to the current officers and directors of the Company by law, charter, statute, bylaw or agreement, and shall operate for the benefit of, and shall be enforceable by, each of the Indemnified Parties, their heirs and their representatives.

6.9 Notification of Certain Matters. During the Pre-Closing Period, the Parent shall give prompt notice to the Company, and the Company shall give prompt notice to the Parent, of (a) the occurrence, or failure to occur, of any event, which occurrence or failure to occur is reasonably likely to cause any representation or warranty of such party contained in this Agreement to be untrue or inaccurate in any material respect, in each case at any time from and after the date of this Agreement until the Effective Time, (b) any material failure of the Parent and Purchaser or the Company, as the case may be, or of any officer, director, employee or agent thereof, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Agreement, (c) any change, occurrence or event which, individually or in the aggregate with any other changes, occurrences and events, is reasonably likely to cause any of the conditions to closing set forth in Article VII not to be satisfied, or (d) any material notice or other suit, arbitration, mediation, proceeding, claim or investigation by or before any Governmental Entity or arbitrator initiated by or against it or any of its Subsidiaries. Notwithstanding the above, the delivery of any notice pursuant to this Section will not limit or otherwise affect the remedies available hereunder to the party receiving such notice or the conditions to such party's obligation to consummate the Merger.

6.10 Employee Benefits and Service Credit. From and after the Effective Time, the Parent shall, or shall cause the Surviving Corporation and its Subsidiaries to, provide each employee of the Parent or the Surviving Corporation or their respective Subsidiaries who shall have been an employee of the Company or any of its Subsidiaries immediately prior to the Effective Time ("Continuing Employees"), for so long as such Continuing Employees remain so employed, health and welfare benefits that are no less favorable, in the aggregate, than those provided to similarly situated employees of the Parent and its Subsidiaries under the Parent Employee Plans (as defined below). Following the Effective Time, the Parent will give each Continuing Employee full credit for prior service with the Company or its Subsidiaries to the extent such service is recognized by the Company under a similar Company Employee Plan for purposes of (w) eligibility and vesting under any Parent Employee Plans, (x) determination of benefit levels under any Parent Employee Plan or policy relating solely to vacation or severance and (y) determination of "retiree" status under any Parent Employee Plan, in each case for which the Continuing Employee is otherwise eligible and in which the Continuing Employee is offered participation, but except where such credit would result in a duplication of benefits. In addition, the Parent shall waive, or cause to be waived, any limitations on benefits relating to pre-existing conditions to the same extent such limitations are waived under any comparable plan of the Parent and recognize for purposes of annual deductible and out-of-pocket limits under its medical and dental plans, deductible and out-of-pocket expenses paid by Continuing Employees in the calendar year in which the Effective Time occurs. For purposes of this Agreement, the term "Parent Employee Plan" means any "employee pension benefit plan" (as defined in Section 3(2) of ERISA) that is a defined contribution plan, any "employee welfare benefit plan" (as

defined in Section 3(1) of ERISA), and any other written or oral plan, agreement or arrangement, including insurance coverage, severance benefits, disability benefits, deferred compensation, bonuses, stock options, stock purchase, phantom stock, stock appreciation or other forms of incentive compensation or post-retirement compensation, for the benefit of, or relating to, any current or former employee of the Parent or any of its Subsidiaries or any entity which is a member of (A) a controlled group of corporations (as defined in Section 414(b) of the Code), (B) a group of trades or businesses under common control (as defined in Section 414(c) of the Code) or (C) an affiliated service group (as defined in Section 414(m) of the Code or the regulations under Section 414(o) of the Code), any of which includes or included the Parent or a Subsidiary of the Parent; provided, however, that for the avoidance of doubt, Parent Employee Plan shall not include any defined benefit pension plan or any plan providing for post-retirement medical or other welfare benefits.

6.11 Certain Severance Payments. Immediately prior to the Closing (or on the date which is six months and one day following the Closing Date, if required by Section 409A of the Code), and subject thereto, the Company shall make lump sum cash payments to the employees of the Company whose names are shown on the list made available to the Parent pursuant to Section 3.14(k), each in an amount shown adjacent to each such employee's name on such list and net of federal, state and local withholding taxes required to be withheld with respect to such payments, subject to a general release (or releases) of all claims of any kind whatsoever that the employee may have against the Company, known or unknown as of the Closing Date (and as of the date of payment as required by Section 409A of the Code, as the case may be) (other than claims under COBRA, and claims to vested accrued benefits under the Company's tax-qualified retirement plans) to be executed in each case by the Company and the employee, in such form as the parties shall reasonably agree. The parties intend for such payments to be in lieu of all severance, termination or change-in-control payments pursuant to employment, severance, or change in control agreements in effect between the Company and the employees, other than as relates to the Company Stock Options.

ARTICLE VII

CONDITIONS TO MERGER

7.1 Conditions to Each Party's Obligation To Effect the Merger. The respective obligations of each party to this Agreement to effect the Merger shall be subject to the satisfaction on or prior to the Closing Date of the following conditions:

(a) The Parent or the Purchaser shall have accepted for payment and paid for all shares of Company Common Stock validly tendered and not withdrawn pursuant to the Offer.

(b) Stockholder Approval. The Company Voting Proposal shall have been adopted at the Company Meeting, at which a quorum is present, by the Required Company Stockholder Vote, to the extent required by applicable law.

(c) Antitrust. Any waiting period (and any extensions thereof) and any approvals or clearances applicable to the consummation of the Merger under the HSR Act and other applicable Antitrust Laws or as otherwise required by any Governmental Entity shall have expired, or been terminated or obtained, as applicable.

(d) No Injunctions. No Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any order, executive order, stay, decree, judgment or injunction (preliminary or permanent) or statute, rule or regulation which is in effect and which has the effect of making the Merger illegal or otherwise prohibiting consummation of the Merger or the other transactions contemplated by this Agreement.

ARTICLE VIII

TERMINATION AND AMENDMENT

8.1 Termination. This Agreement may be terminated and the Offer and the Merger may be abandoned at any time prior to the Effective Time (with respect to Sections 8.1(b) through 8.1(g), by written notice by the terminating party to the other party), whether before or, subject to the terms hereof, after adoption of this Agreement by the stockholders of the Company (to the extent required by applicable law):

(a) by mutual written consent of the Parent, the Purchaser and the Company; or

(b) by either the Parent or the Company if the Offer shall not have been consummated by September 14, 2007 (the "Outside Date") (provided that the right to terminate this Agreement under this Section 8.1(b) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been a principal cause of or resulted in the failure of the Offer to be consummated on or before the Outside Date); or

(c) by either the Parent or the Company if a Governmental Entity of competent jurisdiction shall have issued a nonappealable final order, decree or ruling or taken any other nonappealable final action, in each case having the effect of permanently restraining, enjoining or otherwise prohibiting the acceptance for payment of, and payment for, shares of Company Common Stock pursuant to the Offer or consummation of the Merger; or

(d) by the Parent, prior to the purchase of any shares of Company Common Stock pursuant to the Offer, if: (i) the Company Board shall have failed to recommend the tender of shares of Company Common Stock pursuant to the Offer in the Schedule 14D-9 or approval of the Company Voting Proposal in the Proxy Statement or shall have withdrawn or modified its recommendation of the Offer or the Company Voting Proposal in a manner adverse to the Parent; (ii) the Company Board shall have approved, endorsed or recommended to the stockholders of the Company an Acquisition Proposal (other than the Offer and the Merger); or (iii) a tender offer or exchange offer for outstanding shares of Company Common Stock shall have been commenced (other than by the Parent or an Affiliate of the Parent) and the Company Board shall have recommended that the stockholders of the Company tender their shares in such tender or exchange offer or, within 10 Business Days after the commencement of such tender or exchange offer, the Company Board shall have failed to recommend against acceptance of such offer; or

(e) by the Company, if the Company Board, pursuant to and in compliance with Section 6.1, shall have approved or recommended to the stockholders of the Company any Acquisition Proposal, provided that the Company simultaneously pays the fee described in Section 8.3(b); or

(f) by the Parent, prior to the purchase of any shares of Company Common Stock pursuant to the Offer, if there has been a breach of or failure to perform any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement, which breach or failure to perform (i) would cause the conditions set forth in clauses (iii)(e) or (iii)(f) of Annex I not to be satisfied, and (ii) shall not have been cured within 30 days following receipt by the Company of written notice of such breach or failure to perform from the Parent; or

(g) by the Company, prior to the purchase of any shares of Company Common Stock pursuant to the Offer, if there has been a breach of or failure to perform any representation, warranty, covenant or agreement on the part of the Parent or the Purchaser set forth in this Agreement, which breach or failure to perform shall have had or is reasonably likely to have, individually or in the aggregate, a Parent Material Adverse Effect and shall not have been cured within 30 days following receipt by the Parent of written notice of such breach or failure to perform from the Company.

8.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 8.1, this Agreement shall immediately become void and there shall be no liability or obligation on the part of the Parent, the Company, Purchaser or their respective officers, directors, stockholders or Affiliates; provided that (a) any such termination shall not relieve any party from liability for any willful breach of this Agreement (the parties acknowledging that no measure of damages, if proven, shall be deemed waived or excluded by the execution of this Agreement or the terms hereof) and (b) the provisions of Sections 5.2 (Confidentiality) and 8.3 (Fees and Expenses), this Section 8.2 (Effect of Termination) and Article IX (Miscellaneous) of this Agreement and the Confidentiality Agreement shall remain in full force and effect and survive any termination of this Agreement.

8.3 Fees and Expenses.

(a) Except as set forth in this Section 8.3, all fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the Offer or the Merger is consummated.

(b) The Company shall pay the Parent a termination fee of $14,165,000 (the "Termination Fee") in the event that this Agreement is terminated:

(i) by the Parent pursuant to Section 8.1(d);

(ii) by the Company pursuant to Section 8.1(e); or

(iii) by the Parent pursuant to Section 8.1(b) if the failure to satisfy the conditions set forth in clause (iii)(e) of Annex I due to a willful breach of any of the representations and warranties of the Company or any fraudulent conduct by the Company or clause (iii)(f) of Annex I by the Outside Date shall have resulted in the Closing not occurring or

by the Company pursuant to Section 8.1(b), but only if in any such case (x) before the date of such termination, the Company shall have received an Acquisition Proposal that shall not have been withdrawn and (y) within 12 months after the date of termination, the Company shall have consummated or entered into any definitive agreement to consummate the transaction contemplated by such Acquisition Proposal with the Person who made, and on the terms of, such Acquisition Proposal;

provided, however, that, for purposes of this Section 8.3(b), all references to "20%" in the definition of "Acquisition Proposal" shall be deemed to be references to "50%"; provided further, however, that the Company shall not be required to pay any Termination Fee if, at the time of termination of this Agreement, Parent or Purchaser is in material breach of this Agreement. Any fee due under Section 8.3(b)(i) shall be paid to the Parent by wire transfer of same-day funds within two Business Days after the date of termination of this Agreement. Any fee due under Section 8.3(b)(ii) shall be paid by wire transfer of same-day funds simultaneously with the termination of this Agreement by the Company Board pursuant to Section 8.1(e). Any fee due under Section 8.3(b)(iii) shall be paid to the Parent by wire transfer of same-day funds within two Business Days after the date on which the transaction referenced in clause (y) of Section 8.3(b)(iii) is consummated.

(c) The parties acknowledge that the agreements contained in this Section 8.3 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, the parties would not enter into this Agreement. Payment of the fees and expenses described in this Section 8.3 shall not be in lieu of damages incurred in the event of a breach of this Agreement described in clause (a) of Section 8.2, but otherwise shall constitute the sole and exclusive remedy of the parties in connection with any termination of this Agreement.

8.4 Amendment. Subject to Section 1.3(c) hereof, this Agreement may be amended by the parties hereto, by action taken or authorized by their respective Boards of Directors, at any time before or after approval of the matters presented in connection with the Merger by the stockholders of any party, but, after any such approval, no amendment shall be made which by law requires further approval by such stockholders without such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

8.5 Extension; Waiver. Subject to Section 1.3(c) hereof, at any time prior to the Effective Time, the parties hereto, by action taken or authorized by their respective Boards of Directors, may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (iii) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party. Such extension or waiver shall not apply to any time for performance, inaccuracy in any representation or warranty, or noncompliance with any agreement or condition, as the case may be, other than that which is specified in the extension or waiver. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

ARTICLE IX

MISCELLANEOUS

9.1 Nonsurvival of Representations, Warranties and Agreements. None of the representations, warranties and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time, except for the agreements contained in Article II, Sections 6.8 and 6.10 and Article IX.

9.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly delivered (i) four Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid, (ii) one Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service, or (iii) on the date of confirmation of receipt (or, the first Business Day following such receipt if the date of such receipt is not a Business Day) of transmission by facsimile, in each case to the intended recipient as set forth below:

(a) if to the Parent or Purchaser, to

Pitney Bowes Inc., MSC 61-41
One Elmcroft Road
Stamford, CT 06926-0700
Attn: David Kleinman
Vice President, Corporate Development
Telecopy: (203) 351-7029

with a copy to:

Pitney Bowes Inc., MSC 65-24
One Elmcroft Road
Stamford, CT 06926-0700
Attn: Michele Coleman Mayes, Esq.
Senior Vice President & General Counsel

with a copy to:

Proskauer Rose LLP
1585 Broadway
New York, NY 10036-8299
Attn: Ronald R. Papa, Esq.
Telecopy: (212) 969-2900

(b) if to the Company, to

MapInfo Corporation
One Global View
Troy, NY 12180-8399
Attn: Mark P. Cattini, President and CEO
Telecopy: (518) 285-7234

with a copy to:

Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street
Boston, MA 02109
Attn: David A. Westenberg, Esq.
Telecopy: (617) 526-5000

Any party to this Agreement may give any notice or other communication hereunder using any other means (including personal delivery, messenger service, telex, ordinary mail or electronic mail), but no such notice or other communication shall be deemed to have been duly given unless and until it actually is received by the party for whom it is intended. Any party to this Agreement may change the address to which notices and other communications hereunder are to be delivered by giving the other parties to this Agreement notice in the manner herein set forth.

9.3 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto and the documents and instruments referred to herein that are to be delivered at the Closing) constitutes the entire agreement among the parties to this Agreement and supersedes any prior understandings, agreements, undertakings or representations by or among the parties hereto, or any of them, written or oral, with respect to the subject matter hereof, and the parties hereto specifically disclaim reliance on any such prior understandings, agreements or representations to the extent not embodied in this Agreement. Notwithstanding the foregoing, the Confidentiality Agreement shall remain in effect in accordance with its terms.

9.4 No Third Party Beneficiaries. Except as provided in Section 6.8 (with respect to which the Indemnified Parties shall be third party beneficiaries), this Agreement is not intended, and shall not be deemed, to confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns, to create any agreement of employment with any Person or to otherwise create any third-party beneficiary hereto.

9.5 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the other parties, and any such assignment without such prior written consent shall be null and void, except that the Parent may assign, in its sole discretion, all or any of its rights, interests and obligations under this Agreement to any Affiliate of the Parent with the consent of the Company, but no such assignment shall relieve the Parent of any of its obligations under this Agreement. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns.

9.6 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the

term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

9.7 Counterparts and Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed and delivered by facsimile transmission.

9.8 Interpretation. When reference is made in this Agreement to an Article or a Section, such reference shall be to an Article or Section of this Agreement, unless otherwise indicated. The table of contents, table of defined terms and headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” No summary of this Agreement prepared by any party shall affect the meaning or interpretation of this Agreement.

9.9 Governing Law. This Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Delaware.

9.10 Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity.

9.11 Submission to Jurisdiction. Each of the parties to this Agreement (a) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware or of any federal court sitting in Wilmington, Delaware in any action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that all claims in respect of such action or proceeding shall be heard and determined in any such court, (c) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (d) agrees not to bring any action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement in any other court, and (e) expressly waives, and agrees not to plead or to make claim that any such action or proceeding is subject (in whole or in part) to a jury trial. Each of the parties hereto waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Any party hereto may make service on another party by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 9.2. Nothing in this Section 9.11, however, shall affect the right of any party to serve legal process in any other manner permitted by law.

9.12 WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LEGAL REQUIREMENT THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS SECTION 9.12 WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT AND ITS CONSENT THAT ANY SUCH PROCEEDING WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

9.13 Disclosure Schedules. The Company Disclosure Schedule shall each be arranged in Sections corresponding to the numbered sections contained in this Agreement, and the disclosure in any section shall qualify (a) the corresponding section of this Agreement and (b) the other sections of this Agreement, to the extent that it is reasonably apparent from a reading of such disclosure that it also qualifies or applies to such other sections. The inclusion of any information in the Company Disclosure Schedule shall not be deemed to be an admission or acknowledgment, in and of itself, that such information is required by the terms hereof to be disclosed, is material, has resulted in or would result in a Company Material Adverse Effect or is outside the Ordinary Course of Business.

9.14 Company's Knowledge. For purposes of this Agreement, the term "Company's Knowledge" means the actual knowledge as of the date hereof of the individuals identified in Section 9.14 of the Company Disclosure Schedule.

The Parent, Purchaser and the Company have executed this Agreement as of the date set forth in the initial caption of this Agreement.

Pitney Bowes Inc.

By: /s/ Bruce P. Nolop
Name: Bruce P. Nolop
Title: Executive Vice President and Chief Financial Officer

Magellan Acquisition Corp.

By: /s/ Helen Shan
Name: Helen Shan
Title: Vice President and Treasurer

MapInfo Corporation

By: /s/ Mark P. Cattini
Name: Mark P. Cattini
Title: President and Chief Executive Officer

ANNEX I

CONDITIONS OF THE OFFER

Capitalized terms used in this Annex I but not defined herein have the meanings assigned to such terms in the Agreement and Plan of Merger (the "Agreement") of which this Annex I is a part.

Notwithstanding any other provisions of the Offer or the Agreement, the Purchaser shall not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Exchange Act, to pay for any shares of Company Common Stock tendered pursuant to the Offer, and may terminate or amend the Offer in a manner consistent with the terms of the Agreement, and may postpone the acceptance of, or payment for, any shares of Company Common Stock in a manner consistent with the terms of the Agreement, if:

(i) immediately prior to the expiration of the Offer (as extended in accordance with the Agreement), the number of shares of Company Common Stock validly tendered and not properly withdrawn, together with any shares of Company Common Stock owned by the Parent or any Subsidiary of the Parent, does not equal at least a majority of the shares of Company Common Stock outstanding on a fully diluted basis on the date of purchase (where "on a fully diluted basis" means the number of shares of Company Common Stock outstanding, together with the shares of Company Common Stock which the Company may be required to issue pursuant to warrants, options or other obligations outstanding at that date under employee stock or similar benefit plans or otherwise, at prices equal to or less than the Offer Consideration whether or not vested or then exercisable) (the "Minimum Condition");

(ii) immediately prior to the expiration of the Offer (as extended in accordance with the Agreement), any waiting period (and any extensions thereof) and any approvals or clearances applicable to the Offer or the consummation of the Merger under the HSR Act and other applicable Antitrust Laws or as otherwise required by any Governmental Entity shall have expired, or been terminated or obtained, as applicable; or

(iii) at any time on or after the date of the Agreement and before the expiration of the Offer, any of the following shall occur and be continuing:

(a) other than the filing of the Certificate of Merger, any authorization, consent, order or approval of, or declaration or filing with, or expiration of waiting periods imposed by, any Governmental Entity in connection with the Offer or the Merger and the consummation of the other transactions contemplated by the Agreement, the failure of which to file, obtain or occur is reasonably likely to have a Parent Material Adverse Effect or a Company Material Adverse Effect, shall not have been filed or obtained or shall not have occurred on terms and conditions which would not reasonably be likely to have a Parent Material Adverse Effect or a Company Material Adverse Effect;

(b) any Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any order, executive order, stay,

decree, judgment or injunction (preliminary or permanent) or statute, rule or regulation which is in effect and which has the effect of making the Offer or the Merger illegal or otherwise prohibiting acceptance for payment of, and payment for, shares of Company Common Stock pursuant to the Offer or the consummation of the Merger or the other transactions contemplated by the Agreement;

(c) there shall be instituted or pending any action or proceeding in which a Governmental Entity is (i) challenging or seeking to restrain or prohibit the consummation of the Offer or the Merger or any of the other transactions contemplated by the Agreement or make materially more costly the making of the Offer, (ii) seeking to prohibit or limit in any material respect the Parent's or the Purchaser's ability to vote, transfer, receive dividends with respect to or otherwise exercise ownership rights with respect to the stock of the Surviving Corporation, or (iii) seeking to prohibit or impose any material limitations on the ownership or operation by the Parent (or any of its Subsidiaries) of all or any portion of the businesses or assets of Parent, the Company or any of their respective Subsidiaries, or to compel the Parent, the Company or the Surviving Corporation to dispose of or hold separate any portion of the businesses or assets of the Parent, the Company or the Surviving Corporation or any of their respective Subsidiaries;

(d) any Company Material Adverse Effect shall have occurred;

(e) any of the representations and warranties of the Company set forth in the Agreement shall not be true and correct as of such time as though made on and as of such time (except (i) to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall not be true and correct as of such date, (ii) for changes contemplated by the Agreement, and (iii) where the failure to be true and correct (without regard to any materiality or Company Material Adverse Effect qualifications contained therein), individually or in the aggregate, has not had a Company Material Adverse Effect);

(f) the Company shall have failed to perform in any material respect any covenant or obligation required to be performed or complied with by it under the Agreement;

(g) (i) the Company Board shall have failed to recommend the tender of shares of Company Common Stock pursuant to the Offer in the Schedule 14D-9 or shall have withdrawn or modified its recommendation of the Offer in a manner adverse to the Parent; (ii) the Company Board shall have approved, endorsed or recommended to the stockholders of the Company an Acquisition Proposal (other than the Offer and the Merger); or (iii) a tender offer or exchange offer for outstanding shares of Company Common Stock shall have been commenced (other than by the Parent or an Affiliate of the Parent) and the Company Board shall have recommended that the stockholders of the Company tender their shares in such tender or exchange offer or, within 10 Business Days after the commencement of such tender or exchange offer, the Company Board shall have failed to recommend against acceptance of such offer;

(h) the Parent and the Purchaser shall not have received a certificate executed by the Company's Chief Executive Officer and Chief Financial Officer confirming that the conditions set forth in clauses (e) and (f) of this Annex I have been duly satisfied; or

(i) the Agreement shall have been terminated in accordance with its terms.

The foregoing conditions are for the sole benefit of the Parent and the Purchaser and, subject to the terms of the Agreement, may be waived by the Parent or the Purchaser (except for the Minimum Condition), in whole or in part, at any time and from time to time, in their respective sole discretion. The failure by the Parent or the Purchaser at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right, the waiver of any such right with respect to any particular facts and circumstances shall not be deemed a waiver with respect to any other facts and circumstances and each such right will be deemed an ongoing right that may be asserted at any time and from time to time.

Form of Certificate of Incorporation
of the Surviving Corporation

Form of Bylaws
of the Surviving Corporation

RETENTION AGREEMENT

THIS RETENTION AGREEMENT ("Retention Agreement") dated as of March 14, 2007 between Mark Cattini (the "Executive") and Pitney Bowes Inc., a Delaware corporation ("Pitney Bowes").

WHEREAS, Pitney Bowes, MapInfo Corporation (the "Company") and Magellan Acquisition Corp. ("MAC") have entered into an Agreement and Plan of Merger dated March 14, 2007 (the "Purchase Agreement"), whereby MAC, a wholly owned subsidiary of Pitney Bowes, will merge with and into the Company (the "Merger");

WHEREAS, in connection with the Merger the Company will be the surviving corporation and will become a wholly owned subsidiary of Pitney Bowes;

WHEREAS, the Executive is experienced in the business of the Company (the "Business") and has acquired knowledge and expertise regarding the technologies and business processes of the Business;

WHEREAS, the Executive is currently employed by the Company, pursuant to an Employment Agreement dated December 28, 2006, (the "Prior Agreement");

WHEREAS, subject to the consummation of the transactions contemplated by the Purchase Agreement, the Company desires to retain the Executive to provide certain critical business and integration duties for the Company after the Closing (as defined in the Purchase Agreement);

WHEREAS, the Executive is willing to render such services according to the terms and conditions outlined herein.

NOW, THEREFORE, in consideration of Pitney Bowes's agreement to continue the employment of the Executive on and following the Closing, subject to the Pitney Bowes' pre-employment terms and conditions which include a satisfactory background check and drug screening test as well as the provision of proper immigration control forms**,** and subject to the Executive's agreement to continue to be employed by the Company and to execute and comply with the terms of the Proprietary Interest Protection Agreement attached hereto as Exhibit A, the Company and the Executive hereby agree as follows:

1. Position. The Executive shall be assigned the position of President of the Company**.**
2. Effectiveness of Retention Agreement. This Retention Agreement shall become effective and shall supersede the Prior Agreement upon the Closing (the "Effective Date"). In the event that the Closing does not occur, this Retention Agreement shall be null and void and shall have no force and effect. This Retention Agreement shall remain in effect until the second anniversary of the Effective Date unless terminated earlier as set forth below.

3. At-Will Employment. This Retention Agreement does not alter the Executive's status as an at-will employee of the Company, which means that employment with the Company may be terminated at any time by either party with or without Cause (as defined below) and for any or no reason. This at-will employment shall be for no definite or determinable period and will be subject to the then current Pitney Bowes policies and procedures.

4. Compensation.

A. Base Pay. The Company shall pay the Executive a base salary (the "Base Salary") at the rate of $472,500 per annum. The Executive's Base Salary shall be paid ratably on the normal pay cycles established by the Company and shall be subject to increase as determined by the Company in its sole discretion.

B. Annual Incentive Compensation. For fiscal years 2007 and 2008 the Executive shall be eligible to receive an incentive compensation bonus (the "Incentive Bonus"). The Incentive Bonus opportunity target level shall be 75% of the Executive's Base Salary and the Incentive Bonus opportunity maximum level shall be 150% of the Executive's Base Salary, based on achievement of performance metrics (as determined by Pitney Bowes) relating to the effective integration and growth of the Business for which the Executive is responsible. The Company shall pay the Incentive Bonus, if any, to the Executive on the date on which bonuses are paid to executives generally, subject to Executive's continued employment with the Company on the date of such payment. For fiscal years beginning 2009 the Executive shall be eligible to receive incentive compensation in accordance with the Pitney Bowes Incentive Program, in effect at that time.

C. Retention Bonus. In connection with the Executive's continued employment with the Company and in consideration for his efforts in connection with the integration of the Business following the Closing, subject to Section 5 below, the Executive shall be eligible for a bonus payment in an amount equal to 30% of the Executive's Base Salary payable on the first anniversary of the Effective Date and a bonus payment in an amount equal to 30% of the Executive's Base Salary payable on the second anniversary of the Effective Date (each a "Retention Bonus").

D. Restricted Stock Units. Subject to the approval of the Compensation Committee of the Board of Directors of Pitney Bowes, as soon as practicable following the three-month anniversary of the Effective Date the Executive shall receive Restricted Stock Units under the terms of the Pitney Bowes 2007 Stock Plan and a restricted stock unit agreement. The Restricted Stock Units shall vest on the fourth anniversary of the date of grant subject to the Executive's continued employment with the Company on the date of such vesting.

5. Termination.

A. Automatic Termination of Agreement. In that the Company is retaining the unique personal services of the Executive, this Retention Agreement shall automatically terminate upon the Executive's death, disability, voluntary resignation or

termination with or without Cause. "Cause" shall mean (i) the material failure on the part of the Executive to perform his duties under this Retention Agreement, (ii) material dishonesty or gross misconduct by the Executive in the performance of his duties hereunder, (iii) injury caused by the Executive to the reputation of the Company, (iv) a material breach of a covenant in this Retention Agreement, or (v) conviction of the Executive or the Executive's pleading guilty or no contest to a crime involving moral turpitude or to a felony.

B. Pro-rata Payment of Retention Bonus. In the event of the Executive's death or disability, any unpaid portion of the Retention Bonus owed to the Executive shall be prorated through the date of death or disability and any remaining portion of the Retention Bonus shall be forfeited. For purposes of the preceding sentence, "disability" shall mean the Executive's inability to perform the essential functions of the Executive's job for a period of six (6) consecutive months**.** In the event of the Executive's termination by the Company without Cause, any unpaid portion of the Retention Bonus shall be paid to the Executive. Any amounts payable pursuant to this Section 5.B. shall be paid as soon as practicable following the Executive's death, disability or termination by the Company without Cause.

C. Forfeiture of Retention Bonus. In the event the Company terminates the Executive's employment for Cause, or the Executive voluntarily resigns from employment, the Executive shall forfeit his right to receive any unpaid portion of the Retention Bonus.

6. Severance. If the Executive is involuntarily terminated from employment by the Company without Cause, subject to the Executive's execution of a general waiver and release in such reasonable and customary form as shall be prepared by Pitney Bowes of all claims the Executive may have against the Company and its subsidiaries and affiliates, the Executive shall be eligible to receive severance in an amount determined by, and payable in accordance with, the Pitney Bowes severance plan and any applicable Pitney Bowes severance practice as in effect on the date of such termination.

The payment of severance is also contingent on the Executive's compliance with the restrictive covenants set forth in the Proprietary Interest Protection Agreement attached hereto as Exhibit A, including, without limitation, the confidentiality, non-competition and non-solicitation covenants and the covenant regarding the disclosure and assignment to the Company of all rights, title and interest in intellectual property.

7. Compliance with Company Policies and Applicable Laws. The Executive agrees to comply with all Pitney Bowes policies and practices including, without limitation, the Pitney Bowes' Conflict of Interest Policy attached hereto as Exhibit B and with all applicable federal, state and local laws and regulations.

8. Tax Withholding. The Company shall withhold from payments made to the Executive all applicable federal, state and local income and employment taxes.

9. Payment Delay. Notwithstanding anything in this Retention Agreement to the contrary, in the event the Executive becomes entitled to payments under this Retention Agreement

that are not exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the Executive is determined to be a "specified employee" (as defined in Section 409A of the Code), to the extent necessary to comply with Section 409A of the Code, such payments will be made on the first business day following the six-month anniversary of the Executive's "separation from service date" (as defined in Section 409A of the Code).

10. Survival from Prior Agreement. Section 7 of the Prior Agreement, relating to the Golden Parachute Excise Tax, shall survive in its entirety and is incorporated herein by reference; provided, however, that "the Company" shall be deemed to refer to Pitney Bowes, as applicable, except in Section 7.1 thereof, in which the "Company" shall refer to the Company. Notwithstanding the foregoing, Section 7 of the Prior Agreement shall only be applicable with respect to the Merger, and not with respect to any other "change in the ownership or effective control" or "change in the ownership of a substantial portion of the assets" of any corporation that could give rise to an excise tax pursuant to Section 4999.

11. PB Resolve Program. All claims arising under this Retention Agreement shall be subject to final and binding arbitration under the procedures established by the PB Resolve Program, which is a four-step alternative dispute resolution program ending in binding arbitration. The parties acknowledge and agree that any claims arising out of this Retention Agreement shall be deemed "covered claims" entitled to resolution by arbitration with an independent third party arbitrator in accordance with the PB Resolve Program.

12. Entire Agreement. This Retention Agreement contains the sole and entire agreement between the parties with respect to the subject matter of this Retention Agreement. The parties acknowledge that any prior agreements, (including, without limitation, the Prior Agreement and the Term Sheet, if any, between the Executive and Pitney Bowes), understandings, statements or representations that may have been made heretofore regarding the terms and matters dealt with in this Retention Agreement are superseded and void and have no effect and that neither party has relied thereon, except to the extent expressly incorporated herein. Notwithstanding the foregoing the parties agree that Section 11 of the Prior Agreement remains in full force and effect.

13. Waiver and Amendment. No waiver, modification or amendment of any provision of this Retention Agreement or any covenant, condition, or limitation herein contained is valid unless in writing and duly executed by the parties hereto be charge therewith. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Retention Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

14. Assignability. This Retention Agreement is personal to the Executive and neither this Retention Agreement nor any rights hereunder is assignable by the Executive to any other party for any purpose. Pitney Bowes may assign this Retention Agreement to an affiliate or to any successor of Pitney Bowes or acquirer of all or substantially all of the assets of Pitney Bowes.

15. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered personally, (ii) on the fourth business day following the date delivered or mailed by United States by registered or certified mail, return receipt requested, postage prepaid, (iii) on the date of transmission, if delivered by confirmed facsimile, or (iv) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service, addressed as follows:

If to the Company:

PB MapInfo
One Global View
Troy, NY 12180

with a copy to:

Pitney Bowes Inc.
One Elmcroft Road, MSC 63-39
Stamford, CT 06926
Attention: Senior Attorney – Benefits, Mergers & Acquisitions

If to the Executive, at the address of the Executive on the Company's records.

16. Governing Law. This Agreement shall be governed and interpreted pursuant to the laws of the State of Connecticut without giving effect to conflict of laws principles.

17. Proprietary Interest Protection Agreement. The terms of the Proprietary Interest Protection Agreement attached hereto as Exhibit A shall be integral to this Retention Agreement and shall survive the termination of this Retention Agreement.

IN WITNESS WHEREOF, this Retention Agreement has been executed by the parties as of the date stated above.

Pitney Bowes Inc.	MARK CATTINI
By: /s/ Leslie Abi-Karam	/s/ Mark Cattini
Leslie Abi-Karam EVP and President Document Messaging Technologies	Mark Cattini

Exhibit (d)(3)

RETENTION AGREEMENT

THIS RETENTION AGREEMENT ("Retention Agreement") dated as of March 14, 2007 between Michael Hickey (the "Executive") and Pitney Bowes Inc., a Delaware corporation ("Pitney Bowes").

WHEREAS, Pitney Bowes, MapInfo Corporation (the "Company") and Magellan Acquisition Corp. ("MAC") have entered into an Agreement and Plan of Merger dated March 14, 2007 (the "Purchase Agreement"), whereby MAC, a wholly owned subsidiary of Pitney Bowes, will merge with and into the Company (the "Merger");

WHEREAS, in connection with the Merger, the Company will be the surviving corporation and will become a wholly owned subsidiary of Pitney Bowes;

WHEREAS, the Executive is experienced in the business of the Company (the "Business") and has acquired knowledge and expertise regarding the technologies and business processes of the Business;

WHEREAS, the Executive is currently employed by the Company, pursuant to an Employment Agreement dated December 28, 2006, (the "Prior Agreement");

WHEREAS, subject to the consummation of the transactions contemplated by the Purchase Agreement, the Company desires to retain the Executive to provide certain critical business and integration duties for the Company after the Closing (as defined in the Purchase Agreement);

WHEREAS, the Executive is willing to render such services according to the terms and conditions outlined herein.

NOW, THEREFORE, in consideration of Pitney Bowes's agreement to continue the employment of the Executive on and following the Closing, subject to the Pitney Bowes' pre-employment terms and conditions which include a satisfactory background check and drug screening test as well as the provision of proper immigration control forms**,** and subject to the Executive's agreement to continue to be employed by the Company and to execute and comply with the terms of the Proprietary Interest Protection Agreement attached hereto as Exhibit A, the Company and the Executive hereby agree as follows:

1. Position. The Executive shall be assigned the position of Vice President and General Manager, Pitney Bowes and Executive Vice President of Operations of the Company**.**
2. Effectiveness of Retention Agreement. This Retention Agreement shall become effective and shall supersede the Prior Agreement upon the Closing (the "Effective Date"). In the event that the Closing does not occur, this Retention Agreement shall be null and void and shall have no force and effect. This Retention Agreement shall remain in effect until the second anniversary of the Effective Date unless terminated earlier as set forth below.

3. At-Will Employment. This Retention Agreement does not alter the Executive's status as an at-will employee of the Company, which means that employment with the Company may be terminated at any time by either party with or without Cause (as defined below) and for any or no reason. This at-will employment shall be for no definite or determinable period and will be subject to the then current Pitney Bowes policies and procedures.

4. Compensation.

A. Base Pay. The Company shall pay the Executive a base salary (the "Base Salary") at the rate of $310,000 per annum. The Executive's Base Salary shall be paid ratably on the normal pay cycles established by the Company and shall be subject to increase as determined by the Company in its sole discretion.

B. Annual Incentive Compensation. For fiscal years 2007 and 2008 the Executive shall be eligible to receive an incentive compensation bonus (the "Incentive Bonus"). The Incentive Bonus opportunity target level shall be 75% of the Executive's Base Salary and the Incentive Bonus opportunity maximum level shall be 140% of the Executive's Base Salary, based on achievement of performance metrics (as determined by Pitney Bowes) relating to the effective integration and growth of the Business for which the Executive is responsible. The Company shall pay the Incentive Bonus, if any, to the Executive on the date on which bonuses are paid to executives generally, subject to Executive's continued employment with the Company on the date of such payment. For fiscal years beginning 2009 the Executive shall be eligible to receive incentive compensation in accordance with the Pitney Bowes Incentive Program, in effect at that time.

C. Retention Bonus. In connection with the Executive's continued employment with the Company and in consideration for his efforts in connection with the integration of the Business following the Closing, subject to Section 5 below, the Executive shall be eligible for a bonus payment in an amount equal to 30% of the Executive's Base Salary payable on the first anniversary of the Effective Date and a bonus payment in an amount equal to 30% of the Executive's Base Salary payable on the second anniversary of the Effective Date (each a "Retention Bonus").

D. Restricted Stock Units. Subject to the approval of the Compensation Committee of the Board of Directors of Pitney Bowes, as soon as practicable following the three-month anniversary of the Effective Date the Executive shall receive Restricted Stock Units under the terms of the Pitney Bowes 2007 Stock Plan and a restricted stock unit agreement. The Restricted Stock Units shall vest on the fourth anniversary of the date of grant subject to the Executive's continued employment with the Company on the date of such vesting.

5. Termination.

A. Automatic Termination of Agreement. In that the Company is retaining the unique personal services of the Executive, this Retention Agreement shall

automatically terminate upon the Executive's death, disability, voluntary resignation or termination with or without Cause. "Cause" shall mean (i) the material failure on the part of the Executive to perform his duties under this Retention Agreement, (ii) material dishonesty or gross misconduct by the Executive in the performance of his duties hereunder, (iii) injury caused by the Executive to the reputation of the Company, (iv) a material breach of a covenant in this Retention Agreement, or (v) conviction of the Executive or the Executive's pleading guilty or no contest to a crime involving moral turpitude or to a felony.

B. Pro-rata Payment of Retention Bonus. In the event of the Executive's death or disability, any unpaid portion of the Retention Bonus owed to the Executive shall be prorated through the date of death or disability and any remaining portion of the Retention Bonus shall be forfeited. For purposes of the preceding sentence, "disability" shall mean the Executive's inability to perform the essential functions of the Executive's job for a period of six (6) consecutive months**.** In the event of the Executive's termination by the Company without Cause, any unpaid portion of the Retention Bonus shall be paid to the Executive. Any amounts payable pursuant to this Section 5.B. shall be paid as soon as practicable following the Executive's death, disability or termination by the Company without Cause.

C. Forfeiture of Retention Bonus. In the event the Company terminates the Executive's employment for Cause, or the Executive voluntarily resigns from employment, the Executive shall forfeit his right to receive any unpaid portion of the Retention Bonus.

6. Severance. If the Executive is involuntarily terminated from employment by the Company without Cause, subject to the Executive's execution of a general waiver and release in such reasonable and customary form as shall be prepared by Pitney Bowes of all claims the Executive may have against the Company and its subsidiaries and affiliates, the Executive shall be eligible to receive severance in an amount determined by, and payable in accordance with, the Pitney Bowes severance plan and any applicable Pitney Bowes severance practice as in effect on the date of such termination.

   The payment of severance is also contingent on the Executive's compliance with the restrictive covenants set forth in the Proprietary Interest Protection Agreement attached hereto as Exhibit A, including, without limitation, the confidentiality, non-competition and non-solicitation covenants and the covenant regarding the disclosure and assignment to the Company of all rights, title and interest in intellectual property.

7. Compliance with Company Policies and Applicable Laws. The Executive agrees to comply with all Pitney Bowes policies and practices including, without limitation, the Pitney Bowes' Conflict of Interest Policy attached hereto as Exhibit B and with all applicable federal, state and local laws and regulations.

8. Tax Withholding. The Company shall withhold from payments made to the Executive all applicable federal, state and local income and employment taxes.

9. Payment Delay. Notwithstanding anything in this Retention Agreement to the contrary, in the event the Executive becomes entitled to payments under this Retention Agreement that are not exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the Executive is determined to be a "specified employee" (as defined in Section 409A of the Code), to the extent necessary to comply with Section 409A of the Code, such payments will be made on the first business day following the six-month anniversary of the Executive's "separation from service date" (as defined in Section 409A of the Code).

10. Survival from Prior Agreement. Section 7 of the Prior Agreement, relating to the Golden Parachute Excise Tax, shall survive in its entirety and is incorporated herein by reference; provided, however, that "the Company" shall be deemed to refer to Pitney Bowes, as applicable, except in Section 7.1 thereof, in which the "Company" shall refer to the Company. Notwithstanding the foregoing, Section 7 of the Prior Agreement shall only be applicable with respect to the Merger, and not with respect to any other "change in the ownership or effective control" or "change in the ownership of a substantial portion of the assets" of any corporation that could give rise to an excise tax pursuant to Section 4999.

11. PB Resolve Program. All claims arising under this Retention Agreement shall be subject to final and binding arbitration under the procedures established by the PB Resolve Program, which is a four-step alternative dispute resolution program ending in binding arbitration. The parties acknowledge and agree that any claims arising out of this Retention Agreement shall be deemed "covered claims" entitled to resolution by arbitration with an independent third party arbitrator in accordance with the PB Resolve Program.

12. Entire Agreement. This Retention Agreement contains the sole and entire agreement between the parties with respect to the subject matter of this Retention Agreement. The parties acknowledge that any prior agreements, (including, without limitation, the Prior Agreement and the Term Sheet, if any, between the Executive and Pitney Bowes), understandings, statements or representations that may have been made heretofore regarding the terms and matters dealt with in this Retention Agreement are superseded and void and have no effect and that neither party has relied thereon, except to the extent expressly incorporated herein. Notwithstanding the foregoing the parties agree that Section 11 of the Prior Agreement remains in full force and effect.

13. Waiver and Amendment. No waiver, modification or amendment of any provision of this Retention Agreement or any covenant, condition, or limitation herein contained is valid unless in writing and duly executed by the parties hereto be charge therewith. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Retention Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

14. Assignability. This Retention Agreement is personal to the Executive and neither this Retention Agreement nor any rights hereunder is assignable by the Executive to any other party for any purpose. Pitney Bowes may assign this Retention Agreement to an affiliate or to any successor of Pitney Bowes or acquirer of all or substantially all of the assets of Pitney Bowes.

15. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered personally, (ii) on the fourth business day following the date delivered or mailed by United States by registered or certified mail, return receipt requested, postage prepaid, (iii) on the date of transmission, if delivered by confirmed facsimile, or (iv) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service, addressed as follows:

If to the Company:

PB MapInfo
One Global View
Troy, NY 12180

with a copy to:

Pitney Bowes Inc.
One Elmcroft Road, MSC 63-39
Stamford, CT 06926
Attention: Senior Attorney – Benefits, Mergers & Acquisitions

If to the Executive, at the address of the Executive on the Company's records.

16. Governing Law. This Agreement shall be governed and interpreted pursuant to the laws of the State of Connecticut without giving effect to conflict of laws principles.

17. Proprietary Interest Protection Agreement. The terms of the Proprietary Interest Protection Agreement attached hereto as Exhibit A shall be integral to this Retention Agreement and shall survive the termination of this Retention Agreement.

IN WITNESS WHEREOF, this Retention Agreement has been executed by the parties as of the date stated above.

Pitney Bowes Inc.

By: /s/ Leslie Abi-Karam
Leslie Abi-Karam
EVP and President
Document Messaging Technologies

MICHAEL HICKEY

/s/ Michael Hickey
Michael Hickey

Exhibit (d)(4)

RETENTION AGREEMENT

THIS RETENTION AGREEMENT ("Retention Agreement") dated as of March 14, 2007 between Daniel T. Gerron (the "Executive") and Pitney Bowes Inc., a Delaware corporation ("Pitney Bowes").

WHEREAS, Pitney Bowes, MapInfo Corporation (the "Company") and Magellan Acquisition Corp. ("MAC") have entered into an Agreement and Plan of Merger dated March 14, 2007 (the "Purchase Agreement"), whereby MAC, a wholly owned subsidiary of Pitney Bowes, will merge with and into the Company (the "Merger");

WHEREAS, in connection with Merger, the Company will be the surviving corporation and will become a wholly owned subsidiary of Pitney Bowes;

WHEREAS, the Executive is experienced in the business of the Company (the "Business") and has acquired knowledge and expertise regarding the technologies and business processes of the Business;

WHEREAS, the Executive is currently employed by the Company, pursuant to an Employment Agreement dated December 28, 2006, (the "Prior Agreement");

WHEREAS, subject to the consummation of the transactions contemplated by the Purchase Agreement, the Company desires to retain the Executive to provide certain critical business and integration duties for the Company after the Closing (as defined in the Purchase Agreement);

WHEREAS, the Executive is willing to render such services according to the terms and conditions outlined herein.

NOW, THEREFORE, in consideration of Pitney Bowes's agreement to continue the employment of the Executive on and following the Closing, subject to the Pitney Bowes' pre-employment terms and conditions which include a satisfactory background check and drug screening test as well as the provision of proper immigration control forms**,** and subject to the Executive's agreement to continue to be employed by the Company and to execute and comply with the terms of the Proprietary Interest Protection Agreement attached hereto as Exhibit A, the Company and the Executive hereby agree as follows:

1. Position. The Executive shall be assigned the position of Vice President of Strategy & Business Development of the Company**.**
2. Effectiveness of Retention Agreement. This Retention Agreement shall become effective and shall supersede the Prior Agreement upon the Closing (the "Effective Date"). In the event that the Closing does not occur, this Retention Agreement shall be null and void and shall have no force and effect. This Retention Agreement shall remain in effect until the second anniversary of the Effective Date unless terminated earlier as set forth below.

3. At-Will Employment. This Retention Agreement does not alter the Executive's status as an at-will employee of the Company, which means that employment with the Company may be terminated at any time by either party with or without Cause (as defined below) and for any or no reason. This at-will employment shall be for no definite or determinable period and will be subject to the then current Pitney Bowes policies and procedures.

4. Compensation.

A. Base Pay. The Company shall pay the Executive a base salary (the "Base Salary") at the rate of $181,656 per annum. The Executive's Base Salary shall be paid ratably on the normal pay cycles established by the Company and shall be subject to increase as determined by the Company in its sole discretion.

B. Annual Incentive Compensation. For fiscal years 2007 and 2008 the Executive shall be eligible to receive an incentive compensation bonus (the "Incentive Bonus"). The Incentive Bonus opportunity target level shall be 35% of the Executive's Base Salary and the Incentive Bonus opportunity maximum level shall be 70% of the Executive's Base Salary, based on achievement of performance metrics (as determined by Pitney Bowes) relating to the effective integration and growth of the Business for which the Executive is responsible. The Company shall pay the Incentive Bonus, if any, to the Executive on the date on which bonuses are paid to executives generally, subject to Executive's continued employment with the Company on the date of such payment. For fiscal years beginning 2009 the Executive shall be eligible to receive incentive compensation in accordance with the Pitney Bowes Incentive Program, in effect at that time.

C. Retention Bonus. In connection with the Executive's continued employment with the Company and in consideration for his efforts in connection with the integration of the Business following the Closing, subject to Section 5 below, the Executive shall be eligible for a bonus payment in an amount equal to 20% of the Executive's Base Salary payable on the first anniversary of the Effective Date and a bonus payment in an amount equal to 20% of the Executive's Base Salary payable on the second anniversary of the Effective Date (each a "Retention Bonus").

D. Equity Awards. The Executive shall be eligible to receive annual equity award grants pursuant to the Pitney Bowes 2007 Stock Plan, each in an amount that is substantially similar to the amount of awards granted to similarly situated executives.

5. Termination.

A. Automatic Termination of Agreement. In that the Company is retaining the unique personal services of the Executive, this Retention Agreement shall automatically terminate upon the Executive's death, disability, voluntary resignation or termination with or without Cause. "Cause" shall mean (i) the material failure on the part of the Executive to perform his duties under this Retention Agreement, (ii) material dishonesty or gross misconduct by the Executive in the performance of his duties hereunder, (iii) injury caused by the Executive to the reputation of the Company, (iv) a

material breach of a covenant in this Retention Agreement, or (v) conviction of the Executive or the Executive's pleading guilty or no contest to a crime involving moral turpitude or to a felony.

B. Pro-rata Payment of Retention Bonus. In the event of the Executive's death or disability, any unpaid portion of the Retention Bonus owed to the Executive shall be prorated through the date of death or disability and any remaining portion of the Retention Bonus shall be forfeited. For purposes of the preceding sentence, "disability" shall mean the Executive's inability to perform the essential functions of the Executive's job for a period of six (6) consecutive months**.** In the event of the Executive's termination by the Company without Cause, any unpaid portion of the Retention Bonus shall be paid to the Executive. Any amounts payable pursuant to this Section 5.B. shall be paid as soon as practicable following the Executive's death, disability or termination by the Company without Cause.

C. Forfeiture of Retention Bonus. In the event the Company terminates the Executive's employment for Cause, or the Executive voluntarily resigns from employment, the Executive shall forfeit his right to receive any unpaid portion of the Retention Bonus.

6. Severance. If the Executive is involuntarily terminated from employment by the Company without Cause, subject to the Executive's execution of a general waiver and release in such reasonable and customary form as shall be prepared by Pitney Bowes of all claims the Executive may have against the Company and its subsidiaries and affiliates, the Executive shall be eligible to receive severance in an amount determined by, and payable in accordance with, the Pitney Bowes severance plan and any applicable Pitney Bowes severance practice as in effect on the date of such termination.

   The payment of severance is also contingent on the Executive's compliance with the restrictive covenants set forth in the Proprietary Interest Protection Agreement attached hereto as Exhibit A, including, without limitation, the confidentiality, non-competition and non-solicitation covenants and the covenant regarding the disclosure and assignment to the Company of all rights, title and interest in intellectual property.

7. Compliance with Company Policies and Applicable Laws. The Executive agrees to comply with all Pitney Bowes policies and practices including, without limitation, the Pitney Bowes' Conflict of Interest Policy attached hereto as Exhibit B and with all applicable federal, state and local laws and regulations.

8. Tax Withholding. The Company shall withhold from payments made to the Executive all applicable federal, state and local income and employment taxes.

9. Payment Delay. Notwithstanding anything in this Retention Agreement to the contrary, in the event the Executive becomes entitled to payments under this Retention Agreement that are not exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the Executive is determined to be a "specified employee" (as defined in Section 409A of the Code), to the extent necessary to comply with Section 409A of the Code, such payments will be made on the first business day following the six-month anniversary of the Executive's "separation from service date" (as defined in Section 409A of the Code).

10. Survival from Prior Agreement. Section 7 of the Prior Agreement, relating to the Golden Parachute Excise Tax, shall survive in its entirety and is incorporated herein by reference; provided, however, that "the Company" shall be deemed to refer to Pitney Bowes, as applicable, except in Section 7.1 thereof, in which the "Company" shall refer to the Company. Notwithstanding the foregoing, Section 7 of the Prior Agreement shall only be applicable with respect to the Merger, and not with respect to any other "change in the ownership or effective control" or "change in the ownership of a substantial portion of the assets" of any corporation that could give rise to an excise tax pursuant to Section 4999.

11. PB Resolve Program. All claims arising under this Retention Agreement shall be subject to final and binding arbitration under the procedures established by the PB Resolve Program, which is a four-step alternative dispute resolution program ending in binding arbitration. The parties acknowledge and agree that any claims arising out of this Retention Agreement shall be deemed "covered claims" entitled to resolution by arbitration with an independent third party arbitrator in accordance with the PB Resolve Program.

12. Entire Agreement. This Retention Agreement contains the sole and entire agreement between the parties with respect to the subject matter of this Retention Agreement. The parties acknowledge that any prior agreements, (including, without limitation, the Prior Agreement and the Term Sheet, if any, between the Executive and Pitney Bowes), understandings, statements or representations that may have been made heretofore regarding the terms and matters dealt with in this Retention Agreement are superseded and void and have no effect and that neither party has relied thereon, except to the extent expressly incorporated herein. Notwithstanding the foregoing the parties agree that Section 11 of the Prior Agreement remains in full force and effect.

13. Waiver and Amendment. No waiver, modification or amendment of any provision of this Retention Agreement or any covenant, condition, or limitation herein contained is valid unless in writing and duly executed by the parties hereto be charge therewith. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Retention Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

14. Assignability. This Retention Agreement is personal to the Executive and neither this Retention Agreement nor any rights hereunder is assignable by the Executive to any other party for any purpose. Pitney Bowes may assign this Retention Agreement to an affiliate or to any successor of Pitney Bowes or acquirer of all or substantially all of the assets of Pitney Bowes.

15. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered personally, (ii) on the fourth business day following the date delivered or mailed by United States by

registered or certified mail, return receipt requested, postage prepaid, (iii) on the date of transmission, if delivered by confirmed facsimile, or (iv) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service, addressed as follows:

If to the Company:

PB MapInfo
One Global View
Troy, NY 12180

with a copy to:

Pitney Bowes Inc.
One Elmcroft Road, MSC 63-39
Stamford, CT 06926
Attention: Senior Attorney – Benefits, Mergers & Acquisitions

If to the Executive, at the address of the Executive on the Company's records.

16. Governing Law. This Agreement shall be governed and interpreted pursuant to the laws of the State of Connecticut without giving effect to conflict of laws principles.

17. Proprietary Interest Protection Agreement. The terms of the Proprietary Interest Protection Agreement attached hereto as Exhibit A shall be integral to this Retention Agreement and shall survive the termination of this Retention Agreement.

IN WITNESS WHEREOF, this Retention Agreement has been executed by the parties as of the date stated above.

Pitney Bowes Inc.

By: /s/ Leslie Abi-Karam
Leslie Abi-Karam
EVP and President
Document Messaging Technologies

DANIEL T. GERRON

/s/ Daniel T. Gerron
Daniel T. Gerron

Exhibit (d)(5)

RETENTION AGREEMENT

THIS RETENTION AGREEMENT ("Retention Agreement") dated as of March 14, 2007 between James D. Scott (the "Executive") and Pitney Bowes Inc., a Delaware corporation ("Pitney Bowes").

WHEREAS, Pitney Bowes, MapInfo Corporation (the "Company") and Magellan Acquisition Corp. ("MAC") have entered into an Agreement and Plan of Merger dated March 14, 2007 (the "Purchase Agreement"), whereby MAC, a wholly owned subsidiary of Pitney Bowes, will merge with and into the Company (the "Merger");

WHEREAS, in connection with Merger, the Company will be the surviving corporation and will become a wholly owned subsidiary of Pitney Bowes;

WHEREAS, the Executive is experienced in the business of the Company (the "Business") and has acquired knowledge and expertise regarding the technologies and business processes of the Business;

WHEREAS, the Executive is currently employed by the Company, pursuant to an Employment Agreement dated December 29, 2006, (the "Prior Agreement");

WHEREAS, subject to the consummation of the transactions contemplated by the Purchase Agreement, the Company desires to retain the Executive to provide certain critical business and integration duties for the Company after the Closing (as defined in the Purchase Agreement);

WHEREAS, the Executive is willing to render such services according to the terms and conditions outlined herein.

NOW, THEREFORE, in consideration of Pitney Bowes's agreement to continue the employment of the Executive on and following the Closing, subject to Pitney Bowes' pre-employment terms and conditions which include a satisfactory background check and drug screening test as well as the provision of proper immigration control forms**,** and subject to the Executive's agreement to continue to be employed by the Company and to execute and comply with the terms of the Proprietary Interest Protection Agreement attached hereto as Exhibit A, the Company and the Executive hereby agree as follows:

1. Position. The Executive shall be assigned the position of Vice President – Engineering of the Company**.**
2. Effectiveness of Retention Agreement. This Retention Agreement shall become effective and shall supersede the Prior Agreement upon the Closing (the "Effective Date"). In the event that the Closing does not occur, this Retention Agreement shall be null and void and shall have no force and effect. This Retention Agreement shall remain in effect until the second anniversary of the Effective Date unless terminated earlier as set forth below.

3. At-Will Employment. This Retention Agreement does not alter the Executive's status as an at-will employee of the Company, which means that employment with the Company may be terminated at any time by either party with or without Cause (as defined below) and for any or no reason. This at-will employment shall be for no definite or determinable period and will be subject to the then current Pitney Bowes policies and procedures.

4. Compensation.

A. Base Pay. The Company shall pay the Executive a base salary (the "Base Salary") at the rate of $169,708 per annum. The Executive's Base Salary shall be paid ratably on the normal pay cycles established by the Company and shall be subject to increase as determined by the Company in its sole discretion.

B. Annual Incentive Compensation. For fiscal years 2007 and 2008 the Executive shall be eligible to receive an incentive compensation bonus (the "Incentive Bonus"). The Incentive Bonus opportunity target level shall be 35% of the Executive's Base Salary and the Incentive Bonus opportunity maximum level shall be 50% of the Executive's Base Salary, based on achievement of performance metrics (as determined by Pitney Bowes) relating to the effective integration and growth of the Business for which the Executive is responsible. The Company shall pay the Incentive Bonus, if any, to the Executive on the date on which bonuses are paid to executives generally, subject to Executive's continued employment with the Company on the date of such payment. For fiscal years beginning 2009 the Executive shall be eligible to receive incentive compensation in accordance with the Pitney Bowes Incentive Program, in effect at that time.

C. Retention Bonus. In connection with the Executive's continued employment with the Company and in consideration for his efforts in connection with the integration of the Business following the Closing, subject to Section 5 below, the Executive shall be eligible for a bonus payment in an amount equal to 20% of the Executive's Base Salary payable on the first anniversary of the Effective Date and a bonus payment in an amount equal to 20% of the Executive's Base Salary payable on the second anniversary of the Effective Date (each a "Retention Bonus").

D. Equity Awards. The Executive shall be eligible to receive annual equity award grants pursuant to the Pitney Bowes 2007 Stock Plan, each in an amount that is substantially similar to the amount of awards granted to similarly situated executives.

5. Termination.

A. Automatic Termination of Agreement. In that the Company is retaining the unique personal services of the Executive, this Retention Agreement shall automatically terminate upon the Executive's death, disability, voluntary resignation or termination with or without Cause. "Cause" shall mean (i) the material failure on the part of the Executive to perform his duties under this Retention Agreement, (ii) material dishonesty or gross misconduct by the Executive in the performance of his duties hereunder, (iii) injury caused by the Executive to the reputation of the Company, (iv) a

material breach of a covenant in this Retention Agreement, or (v) conviction of the Executive or the Executive's pleading guilty or no contest to a crime involving moral turpitude or to a felony.

B. Pro-rata Payment of Retention Bonus. In the event of the Executive's death or disability, any unpaid portion of the Retention Bonus owed to the Executive shall be prorated through the date of death or disability and any remaining portion of the Retention Bonus shall be forfeited. For purposes of the preceding sentence, "disability" shall mean the Executive's inability to perform the essential functions of the Executive's job for a period of six (6) consecutive months**.** In the event of the Executive's termination by the Company without Cause, any unpaid portion of the Retention Bonus shall be paid to the Executive. Any amounts payable pursuant to this Section 5.B. shall be paid as soon as practicable following the Executive's death, disability or termination by the Company without Cause.

C. Forfeiture of Retention Bonus. In the event the Company terminates the Executive's employment for Cause, or the Executive voluntarily resigns from employment, the Executive shall forfeit his right to receive any unpaid portion of the Retention Bonus.

6. Severance. If the Executive is involuntarily terminated from employment by the Company without Cause, subject to the Executive's execution of a general waiver and release in such reasonable and customary form as shall be prepared by Pitney Bowes of all claims the Executive may have against the Company and its subsidiaries and affiliates, the Executive shall be eligible to receive severance in an amount determined by, and payable in accordance with, the Pitney Bowes severance plan and any applicable Pitney Bowes severance practice as in effect on the date of such termination.

   The payment of severance is also contingent on the Executive's compliance with the restrictive covenants set forth in the Proprietary Interest Protection Agreement attached hereto as Exhibit A, including, without limitation, the confidentiality, non-competition and non-solicitation covenants and the covenant regarding the disclosure and assignment to the Company of all rights, title and interest in intellectual property.

7. Compliance with Company Policies and Applicable Laws. The Executive agrees to comply with all Pitney Bowes policies and practices including, without limitation, the Pitney Bowes' Conflict of Interest Policy attached hereto as Exhibit B and with all applicable federal, state and local laws and regulations.

8. Tax Withholding. The Company shall withhold from payments made to the Executive all applicable federal, state and local income and employment taxes.

9. Payment Delay. Notwithstanding anything in this Retention Agreement to the contrary, in the event the Executive becomes entitled to payments under this Retention Agreement that are not exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the Executive is determined to be a "specified employee" (as defined in Section 409A of the Code), to the extent necessary to comply with Section 409A of the Code, such payments will be made on the first business day following the six-month anniversary of the Executive's "separation from service date" (as defined in Section 409A of the Code).

10. Survival from Prior Agreement. Section 7 of the Prior Agreement, relating to the Golden Parachute Excise Tax, shall survive in its entirety and is incorporated herein by reference; provided, however, that "the Company" shall be deemed to refer to Pitney Bowes, as applicable, except in Section 7.1 thereof, in which the "Company" shall refer to the Company. Notwithstanding the foregoing, Section 7 of the Prior Agreement shall only be applicable with respect to the Merger, and not with respect to any other "change in the ownership or effective control" or "change in the ownership of a substantial portion of the assets" of any corporation that could give rise to an excise tax pursuant to Section 4999.

11. PB Resolve Program. All claims arising under this Retention Agreement shall be subject to final and binding arbitration under the procedures established by the PB Resolve Program, which is a four-step alternative dispute resolution program ending in binding arbitration. The parties acknowledge and agree that any claims arising out of this Retention Agreement shall be deemed "covered claims" entitled to resolution by arbitration with an independent third party arbitrator in accordance with the PB Resolve Program.

12. Entire Agreement. This Retention Agreement contains the sole and entire agreement between the parties with respect to the subject matter of this Retention Agreement. The parties acknowledge that any prior agreements, (including, without limitation, the Prior Agreement and the Term Sheet, if any, between the Executive and Pitney Bowes), understandings, statements or representations that may have been made heretofore regarding the terms and matters dealt with in this Retention Agreement are superseded and void and have no effect and that neither party has relied thereon, except to the extent expressly incorporated herein. Notwithstanding the foregoing the parties agree that Section 11 of the Prior Agreement remains in full force and effect.

13. Waiver and Amendment. No waiver, modification or amendment of any provision of this Retention Agreement or any covenant, condition, or limitation herein contained is valid unless in writing and duly executed by the parties hereto be charge therewith. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Retention Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

14. Assignability. This Retention Agreement is personal to the Executive and neither this Retention Agreement nor any rights hereunder is assignable by the Executive to any other party for any purpose. Pitney Bowes may assign this Retention Agreement to an affiliate or to any successor of Pitney Bowes or acquirer of all or substantially all of the assets of Pitney Bowes.

15. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered personally, (ii) on the fourth business day following the date delivered or mailed by United States by

registered or certified mail, return receipt requested, postage prepaid, (iii) on the date of transmission, if delivered by confirmed facsimile, or (iv) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service, addressed as follows:

If to the Company:

PB MapInfo
One Global View
Troy, NY 12180

with a copy to:

Pitney Bowes Inc.
One Elmcroft Road, MSC 63-39
Stamford, CT 06926
Attention: Senior Attorney – Benefits, Mergers & Acquisitions

If to the Executive, at the address of the Executive on the Company's records.

16. Governing Law. This Agreement shall be governed and interpreted pursuant to the laws of the State of Connecticut without giving effect to conflict of laws principles.

17. Proprietary Interest Protection Agreement. The terms of the Proprietary Interest Protection Agreement attached hereto as Exhibit A shall be integral to this Retention Agreement and shall survive the termination of this Retention Agreement.

IN WITNESS WHEREOF, this Retention Agreement has been executed by the parties as of the date stated above.

Pitney Bowes Inc.

By: /s/ Leslie Abi-Karam
Leslie Abi-Karam
EVP and President
Document Messaging Technologies

JAMES D. SCOTT

/s/ James D. Scott
James D. Scott

Exhibit (d)(6)

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is dated and effective as of December 19, 2006 (the "Effective Date"), between MapInfo Corporation, a Delaware corporation with its principal office at One Global View, Troy, NY 12866 ("MapInfo"), and Pitney Bowes Inc., a Delaware corporation with its principal office at 1 Elmcroft Road, Stamford, Connecticut 06926 ("PBI").

Background

A. PBI has requested MapInfo to provide certain information, which is either confidential or proprietary in nature, in connection with PBI's consideration of a possible negotiated transaction between MapInfo and PBI (the "Transaction"); and in connection with such Transaction, PBI may provide MapInfo with certain information which is either confidential or proprietary in nature.

B. MapInfo and PBI each desires to protect the confidentiality of the information that it provides and to have the other party take or abstain from taking certain actions in accordance with the provisions of this Agreement.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) Each of MapInfo and PBI is a "Disclosing Party" as to Evaluation Material concerning it that is furnished to the other party and is a "Receiving Party" as to Evaluation Material of the other party that is furnished to it.

(b) "Evaluation Material" means any information concerning Disclosing Party (whether prepared by Disclosing Party, its Representatives (as defined herein) or otherwise, and regardless of the form of communication) that is furnished to Receiving Party or any of its Representatives by or on behalf of Disclosing Party on or after the date hereof, and any portions of notes, analyses, compilations, studies, interpretations, memoranda, reports or other documents (regardless of the form thereof) prepared by Receiving Party or its Representatives which contain, reflect or are based upon, in whole or in part, any information that is furnished to Receiving Party or its Representatives pursuant to this Agreement; provided, however, that "Evaluation Material" does not include information concerning Disclosing Party which:

(i) is or becomes generally available to the public other than as a result of a breach of this Agreement by Receiving Party or its Representatives;

(ii) was within Receiving Party's or any of its Representative's possession prior to it being furnished to Receiving Party or its Representatives by or on behalf of

Disclosing Party pursuant to this Agreement, provided that such information is not subject to another confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Disclosing Party with respect to such information;

(iii) becomes available to Receiving Party or any of its Representatives from a source other than Disclosing Party or any of its Representatives, provided that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Disclosing Party with respect to such information; or

(iv) is independently developed by Receiving Party or others on its behalf without reference to or reliance upon any confidential or proprietary information furnished to Receiving Party or any of its Representatives by or on behalf of Disclosing Party.

(c) "Representatives" means, with respect to a party, its parents and subsidiaries, and its and their respective directors, officers, affiliates, employees, partners, agents or advisors (including without limitation attorneys, accountants, consultants and investment bankers).

(d) The term "person" shall be broadly interpreted to include the media and any corporation, company, partnership, joint venture, group, limited liability company, other entity or individual, and the term "affiliate" has the meaning set forth in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (such Act, as amended, being referred to herein as the "Exchange Act").

2. Use and Disclosure of Evaluation Material.

(a) Except as otherwise provided in this Agreement, Receiving Party hereby agrees that it and its Representatives shall:

(i) use the other party's Evaluation Material solely for the purpose of evaluating, negotiating and implementing a possible Transaction;

(ii) keep the other party's Evaluation Material confidential in accordance with the provisions of this Agreement; and

(iii) not disclose any of the other party's Evaluation Material except in accordance with the provisions of this Agreement;

provided, however, that Receiving Party may disclose any Evaluation Material to Receiving Party's Representatives who need to know such information for the sole purpose of evaluating, negotiating and implementing a possible Transaction, provided that Receiving Party's Representatives are informed of the confidential nature of such Evaluation Material and agree to use such information solely for the purpose of evaluating, negotiating and implementing a possible Transaction and likewise agree to maintain the confidentiality of such Evaluation Material.

(b) Except as otherwise provided in this Agreement, neither MapInfo nor PBI nor any of their respective Representatives shall disclose to any other person (i) the existence of this Agreement, (ii) the fact that Evaluation Material has been made available by it to the other party or by the other party to it, (iii) that discussions are taking place concerning a possible Transaction between the parties, (iv) any of the terms, conditions or other facts with respect thereto, or (v) the status of such discussions (collectively, the "Transaction Information"). Without limiting the foregoing, Receiving Party agrees that, for a period of eighteen (18) months from the Effective Date, neither it nor its Representatives will enter into any discussions or any agreement, understanding or arrangement with any person regarding participation by such person or others in a negotiated transaction with Disclosing Party, except that Receiving Party may, with Disclosing Party's prior written consent, have discussions with other persons relating to obtaining debt (but not equity) financing for a negotiated transaction with Disclosing Party from commercial banks or other institutional sources if the persons with whom Receiving Party has such discussions agree to be bound by the terms of this Agreement.

(c) Receiving Party shall be liable to Disclosing Party for any use or disclosure by any of Receiving Party's Representatives of (i) the Disclosing Party's Evaluation Material or (ii) Transaction Information which, if done by Receiving Party itself, would be a breach of this Agreement. Receiving Party agrees, at its sole expense, to take reasonable measures to restrain its Representatives from making or allowing to be made prohibited or unauthorized uses or disclosures of the Disclosing Party's Evaluation Material and Transaction Information.

(d) To the extent that any Evaluation Material may include materials subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, the parties understand and agree that they have a commonality of interest with respect to such matters and it is their mutual desire, intention and understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Evaluation Material that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege or doctrine shall remain entitled to such protection under these privileges or doctrines, under this Agreement and under the joint defense doctrine.

3. Legally Required Disclosure.

If Receiving Party or any of its Representatives is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Disclosing Party's Evaluation Material or Transaction Information, Receiving Party shall, except as prohibited by law, provide Disclosing Party with prompt written notice of any such request or requirement so that Disclosing Party may seek, at Disclosing Party's expense, a protective order or other remedy and/or waive compliance with the provisions of this Agreement. If Disclosing Party seeks a protective order or other remedy, Receiving Party shall provide such cooperation, at Disclosing Party's expense, as Disclosing Party shall reasonably request. If, in the absence of a protective

order or other remedy or the receipt by Receiving Party of a waiver from Disclosing Party, Receiving Party or any of its Representatives is nonetheless, in the opinion of its legal counsel, legally compelled to disclose Evaluation Material or Transaction Information to any tribunal or other entity or else stand liable for contempt or suffer other censure or penalty, Receiving Party or such Representatives may, without liability hereunder, disclose to such tribunal or other entity only that portion of the Disclosing Party's Evaluation Material or Transaction Information which such counsel advises Receiving Party or such Representatives in writing is legally required to be disclosed, provided that Receiving Party and such Representatives shall exercise reasonable best efforts, at Disclosing Party's expense, to minimize the disclosure of the Disclosing Party's Evaluation Material or Transaction Information and to preserve the confidentiality thereof. Notwithstanding the foregoing, if Receiving Party is required to disclose Evaluation Material or Transaction Information by law or the rules or regulations of any regulatory authority having jurisdiction over Receiving Party or a stock exchange or interdealer quotation system on which Receiving Party's securities are traded or quoted, Receiving Party may make such disclosure to the extent required (in which case Receiving Party shall use reasonable efforts to give Disclosing Party the opportunity to comment on the planned disclosure).

4. Return of Evaluation Material.

At any time upon the written request of Disclosing Party for any reason or upon the Receiving Party's determination not to proceed with a transaction with Disclosing Party:

(a) Receiving Party shall promptly (and in no event later than five (5) business days after such request) return to Disclosing Party or destroy (and certify in writing to Disclosing Party that it has destroyed) all Evaluation Material (and all copies thereof) furnished to Receiving Party or its Representatives by or on behalf of Disclosing Party, and shall not retain any copies, extracts or other reproductions (including Evaluation Material stored in any computer or other electronic storage device) in whole or in part of such material; and

(b) Receiving Party and its Representatives shall destroy all Evaluation Material prepared by Receiving Party or its Representatives and shall not retain any copies, extracts or other reproductions (including Evaluation Material stored in any computer or other electronic storage device) in whole or in part of such material, and such destruction shall be certified in writing to Disclosing Party by an authorized officer of Receiving Party upon the request of Disclosing Party.

Notwithstanding the foregoing, one copy of written or other tangible Evaluation Material may be kept by the Receiving Party in a secure location solely to the extent required to comply with applicable laws, provided that such copy is retained in a segregated area under the exclusive control of (i) if MapInfo is the Receiving Party, its general counsel, and (ii) if PBI is the Receiving Party, its Vice President of Corporate Development.

Notwithstanding the return or destruction of Evaluation Material, Receiving Party and its Representatives shall continue to be bound by their obligations hereunder.

5. Term.

This Agreement shall apply to all Evaluation Material disclosed prior to the date that is twenty-four (24) months after the Effective Date. Unless otherwise expressly stated herein, the obligations set forth in this Agreement shall continue until the third (3rd) anniversary of the date of initial disclosure of such Evaluation Material; provided, however, that if Disclosing Party notifies Receiving Party that any specific Evaluation Material is subject to a confidentiality obligation owed to a third party on the part of Disclosing Party that extends beyond such third (3rd) anniversary, Receiving Party shall abide by the obligations set forth in this Agreement with respect to such Evaluation Material for the term of Disclosing Party's confidentiality obligation applicable to such Evaluation Material.

6. Nonsolicitation.

For a period of eighteen (18) months from the Effective Date, PBI shall not solicit to employ any person who (i) is an officer of MapInfo or any of its subsidiaries whose name includes the word MapInfo, or (ii) is employed in any capacity by MapInfo or any of its subsidiaries whose name includes the word MapInfo and with whom Representatives of PBI first came in contact or first identified during the process of considering a Transaction; provided, however, that this section shall not prevent PBI or its affiliates from soliciting or hiring a person identified in clause (i) or (ii) (a "Covered Person") if: (1) such Covered Person contacts PBI or its affiliates or Representatives on the Covered Person's own initiative without any direct or indirect solicitation by or encouragement from PBI or its Representatives; (2) the personnel of PBI or its affiliates who solicited or hired the Covered Person have no knowledge of any Evaluation Material and none of the personnel of PBI who have knowledge of any Evaluation Material have actual advance knowledge of such solicitation; (3) such Covered Person responds to a general solicitation of employment not specifically directed toward MapInfo or any of its subsidiaries whose name includes the word MapInfo or particular employees of MapInfo or any of its subsidiaries whose name includes the word MapInfo; (4) such Covered Person is brought to PBI's or one of its affiliate's attention by an agency, search firm or other independent third party without direction by PBI or its affiliate to do so; or (5) PBI or one of its affiliates was discussing employment with such Covered Person prior to the Effective Date.

7. Standstill.

PBI agrees that, for a period of eighteen (18) months from the Effective Date, unless PBI shall have been specifically invited in writing by MapInfo, neither PBI nor any of its affiliates shall in any manner, directly or indirectly:

(a) effect or seek, offer or propose (whether publicly or otherwise) to effect, or cause or participate in, or in any way advise, assist or encourage any other person to effect or seek, offer or propose (whether publicly or otherwise) to effect, or cause or participate in, (i) any acquisition of any securities (or beneficial ownership thereof) or assets of MapInfo, (ii) any tender or exchange offer, merger or other business combination involving MapInfo, (iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to MapInfo, or (iv) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Securities and Exchange Commission) or consents to vote any voting securities of MapInfo;

(b) form, join or in any way participate in a "group" (as defined under the Exchange Act) with respect to any securities of MapInfo;

(c) otherwise act, alone or in concert with others, to seek to control or influence the management, Board of Directors or policies of MapInfo;

(d) take any action which might force MapInfo to make a public announcement regarding any of the types of matters set forth in subsection (a) above;

(e) enter into any discussions or arrangements with any person with respect to any of the foregoing; or

(f) communicate with MapInfo's stockholders with respect to any of the foregoing.

8. Trading in Securities.

PBI and MapInfo each acknowledges that it is aware (and that its Representatives who are apprised of a possible Transaction have been or will be so advised) that applicable securities laws prohibit any person who is aware of material, non-public information about a company obtained directly or indirectly from that company from purchasing or selling securities of such company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

9. No Representations and Warranties; Relationship to Definitive Agreement.

(a) PBI and MapInfo each understands and acknowledges that: (i) neither the other party nor its affiliates, nor any of the other party's Representatives (including, in the case of MapInfo, Jefferies Broadview and its affiliates), nor any of the other party's or its affiliates' or its Representatives' respective officers, directors, employees, agents or controlling persons within the meaning of Section 20 of the Exchange Act, has made or is making any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material; and (ii) none of such persons or entities shall have any liability to the other party or any of its Representatives or any other person relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom. Only those representations or warranties which are made in a definitive agreement between the parties, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect. For purposes of this Agreement, the term "definitive agreement" does not include any executed letter of intent or any other preliminary written agreement, nor does it include any written or verbal acceptance of any offer or bid made by one party.

(b) PBI and MapInfo each understands and agrees that no contract or agreement providing for any transaction involving the parties shall be deemed to exist unless and until a definitive agreement has been executed and delivered, and PBI and MapInfo each hereby

waives in advance any claims, including without limitation claims for breach of contract, in connection with any transaction between the parties unless and until the parties shall have entered into a definitive agreement. PBI and MapInfo each also agrees that unless and until a definitive agreement regarding a transaction between the parties has been executed and delivered, the other party will not be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement or any other written or oral communication with respect to such transaction, except for the matters specifically agreed to herein.

(c) PBI and MapInfo each reserves the right, in its sole discretion, to reject any and all proposals made by the other party with regard to a transaction between the parties and to terminate discussions and negotiations with the other party at any time and for any reason or no reason. PBI understands that MapInfo and its Representatives shall be free to conduct any process for any transaction in such manner as they, in their sole discretion, shall determine (including without limitation negotiating with other parties and entering into a preliminary or definitive agreement without prior notice to PBI or any other person), and that any procedures relating to such process or transaction may be changed at any time without notice to PBI or any other person.

10. Contacts and Communications.

For a period of eighteen (18) months from the Effective Date: (a) PBI agrees that all contacts or communications by it or its Representatives with MapInfo regarding a possible Transaction or the Evaluation Material, all requests for additional information, facility tours or management meetings, and all discussions or questions regarding procedures with respect to a possible Transaction, will be submitted or directed only (i) to Jefferies Broadview or (ii) as MapInfo shall otherwise instruct in writing, and (b) without the express prior consent of MapInfo, PBI agrees that it will not, directly or indirectly, contact or communicate with any officer, employee, director, stockholder, agent, customer or business partner of Disclosing Party regarding Evaluation Material or a possible Transaction.

11. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of law principles thereof.

(b) PBI and MapInfo each recognizes and acknowledges the competitive value and confidential nature of the Evaluation Material and that irreparable damage may result to the other party if information contained therein or derived therefrom is disclosed to any person except as herein provided or is used for any purpose other than the evaluation, negotiation and implementation of a possible Transaction. PBI and MapInfo each further understands and agrees that money damages may not be a sufficient remedy for any breach of this Agreement by it or any of its Representatives, and that the other party may be entitled to equitable relief, including without limitation injunctive relief and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement,

but shall be in addition to all of a party's other remedies available at law or in equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final, nonappealable order that Receiving Party has breached this Agreement, then Receiving Party shall be liable for and pay to Disclosing Party the reasonable legal fees and disbursements that Disclosing Party has incurred in connection with such litigation, including without limitation any appeal therefrom.

(c) This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party; provided, however, that no such consent shall be required, and this Agreement may be assigned by a party, in the case of a sale by such party of all or substantially all of its business or assets, whether by merger, sale of assets or otherwise. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(d) This Agreement contains the entire agreement between the parties concerning the subject matter hereof. No provision of this Agreement may be waived or amended except by the express written consent of the parties. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

(e) All notices and other communications hereunder shall be in writing. Any notice or other communication hereunder shall be deemed duly delivered one (1) business day after it is sent for next-business-day delivery via a reputable nationwide overnight courier service, in each case to the intended recipient as set forth below:

If to MapInfo:

MapInfo Corporation
One Global View
Troy, NY 12866
Attention: General Counsel

With a copy to:

Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street
Boston, MA -02109
Attention: David A. Westenberg, Esq.

If to Receiving Party:

Pitney Bowes Inc.
1 Elmcroft Road
Stamford, Connecticut 06926
Attention: David Kleinman, Vice President, Corporate Development

With a copy to:

Pitney Bowes Inc.
1 Elmcroft Road
Stamford, Connecticut 06926
Attention: Vice President, Law – Mergers and Acquisitions

Either party may give any notice or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, telecopy, ordinary mail or electronic mail), but no such notice or other communication shall be deemed duly given unless and until the party for whom it is intended actually receives it. Any party may change the address to which notices and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

(f) For the convenience of the parties, this Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both parties.

(g) The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) Each Disclosing Party acknowledges that it is not acting as an advisor to the Receiving Party and will not receive any amount that could be construed as a "minimum fee" within the meaning of United States Treas. Reg. Section 1.6011-4(b)(3) (or any successor thereto). In the event one party claims that the Transaction is a proprietary or exclusive transaction, then that party will confirm in writing to the other party that there is no limitation on disclosure of the United States federal tax treatment or tax structure of the Transaction.

[Remainder of page intentionally left blank]

Executed as of the date first above written.

MAPINFO CORPORATION

By: /s/ Jason W. Joseph
Title: General Counsel and Secretary

PITNEY BOWES INC.

By: /s/ David Kleinman
Title: Vice President, Corporate Development

[Signature page to Confidentiality Agreement]