

SOFTWARE AND DATA OFFERINGS FOR AWS SERVICES AGREEMENT

IMPORTANT: DO NOT USE THIS SERVICE UNTIL YOU HAVE READ AND AGREED TO THIS LICENSE AGREEMENT. This is an agreement between you (“You” or “Client”) and Pitney Bowes Software Inc., and its affiliates and subsidiaries (“PBSI”). If You are accessing the Service on behalf of a company or organization, You certify that You are authorized to agree to this Agreement on behalf of such organization, and “You” as used in this Agreement will mean all authorized users within Your organization. If You are located in a geography outside the United States, PBSI will mean the affiliate or subsidiary of PBSI operating in Your geography. By purchasing the Offering through an AWS Service, you are agreeing to the terms of this License Agreement (the “Agreement”). IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT, do not complete your purchase through the AWS Service and terminate your access to the Offering. The terms of this Agreement will only apply to the extent You and PBSI have not executed a separate license or services Agreement for the same Offering.

Last Modified June 18, 2020

1. Definitions. For the purposes of this Agreement, the following terms will have the corresponding definitions:

“AWS Services” is the Amazon Web Services Marketplace website, the AWS Data Exchange, or similar service offered by AWS where You can purchase Plans to access Offerings in accordance with Amazon’s terms of service, located at <http://aws.amazon.com/agreement/>;

“BYOL” means Bring Your Own License, an option available through the AWS Services that allows You to purchase an on-premise license to the Offerings directly from PBSI under the terms of a separate agreement between You and PBSI, and have the Offerings hosted by Amazon Web Services under an agreement directly between You and Amazon;

“Client Data” means any data, such as an address record, telephone number, individual or business name or user query, or other material submitted by You to the Offering or provided by You to PBSI for processing by the Offering;

“Content” means the data and data attributes provided by or obtained through use of the Offering, which may include geocode coordinates, addresses, street or other location data, maps, reports or other information;

“Documentation” means the current technical and user documentation for the Offering;

“Effective Date” means the date on which You purchase a Plan and first access the Offering;

“Offering” means the proprietary software or commercial data product licensed by PBSI to You under the terms of this Agreement;

“Plan” means the option selected by You which includes access to the Offering for a certain number of Users or Processor Cores for a certain Term;

“Processor Core” means a single core of capacity allocated to Your use of the Offering;

“Support Guidelines” are the technical support guidelines located at <https://support.precisely.com/>

“Term” means the duration of time for which You have purchased access to the Offering; and

“User” means an individual authorized to access the Offering for the Term.

2. Grant of Rights. PBSI hereby grants You a non-exclusive, non-transferable license to access and use the Offering and Content in accordance with the terms of this Agreement during the Term indicated in the applicable Plan selected by You. The Offering and Content are owned by or otherwise licensed to PBSI, and PBSI reserves all rights to the Offering and Content not expressly granted to You by this Agreement.

3. Term; Termination.

a) This Agreement is effective on the Effective Date and will remain in effect for the Term set forth in the Plan selected by You. Upon expiration of a Term, You must immediately cease use of the Offering and delete all copies of Content in your possession unless you elect to purchase an additional Plan.

b) Either party may terminate this Agreement by written notice if the other party commits a material breach of this Agreement and fails to cure such breach within fifteen (15) days after receipt of such notice, or an additional period of time as agreed to by the parties.

e) Sections 3 (Term; Termination), 4 (Plan Options, Fees), 8 (Non-infringement; Indemnification), 11 (Warranties; Disclaimers), 12 (Limitation of Liability), 15 (Applicable Law) and 16 (Verification) will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Plan Options; Fees.

a) License Metrics. Plans are based on either Processor Cores related to the work capacity of the Offering, or in the case of Data Offerings, a number of Users. You may elect to purchase additional Processor Cores or Users as applicable via the AWS Service at any time during the Term of Your Plan.

b) You will pay the fees associated with the corresponding Plan via the AWS Service. Unless otherwise identified on the AWS Service, all fees are stated in and will be paid in United States currency. PBSI may change the Plan fees at any time. Any increase in fees will not be effective until the commencement of the subsequent Term for the specific Plan for which the increase applies.

c) The fees do not include any amount for taxes. You will pay all federal, state and local sales, use, property, excise, privilege, ad valorem, Internet-related, and other taxes imposed on or with respect to this Agreement for the Offering licensed hereunder. If any sales, use, excise or other taxes (except for taxes based on PBSI’s net income) are assessed against or required to be collected in connection with this Agreement it will be set forth in the purchase section of the AWS Service.

5. Client Responsibilities; Usage Rights.

a) You will use the Offering and Content solely for Your internal business purposes and will not use the Offerings on behalf of or make the Offerings or Content available to any third party. Except for BYOL, the Offerings can only be used as integrated into Amazon Web Services. You are expressly prohibited from downloading the Offering or moving the Offering to a different location within Amazon Web Services absent PBSI’s express written consent.

b) You will comply with applicable laws, rules and regulations governing use of the Offerings, including, without limitation, any data protection or privacy laws. You will be solely responsible for the

content of all Client Data submitted to the Offerings and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Client Data.

c) **Free Trials.** You may elect to purchase a limited Free Trial version of the Offerings. Offerings purchased under a free trial license can only be used for the duration of the free trial and can only be used for the limited purpose of evaluating the Offerings. Any use of the Offerings or Content for production, test and development or any other use other than evaluation of the Offerings requires the purchase of a Plan. You must delete any Content obtained through use of the Offerings under a Free Trial license immediately upon conclusion of the trial period.

d) **Restrictions on Use.**

(i) You will not: (a) reverse engineer, decompile or disassemble the Offerings; (b) obscure, distort, remove, cover or change any attribution, ownership or other proprietary rights statements, policies or notices contained in the Offerings, including copyright and trademark notices or terms of use links; (c) use the Offerings to contain or display adult content, promote illegal activities, send or store infringing, obscene, threatening or unlawful or tortious material; or (d) disrupt other users of the Offerings or AWS Service, network services or network equipment, including but not limited to, denial of service attempts, distribution of unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Offerings to make unauthorized entry to any other device accessible via the AWS Service.

(ii) You must not copy, translate, modify, or create a derivative work (including creating or contributing to a database) of, or publicly display any Content or any part thereof except as explicitly permitted under this Agreement. For example, the following are prohibited: (a) creating server-side modification of map tiles; (b) stitching multiple static map images together to display a map that is larger than permitted in the Documentation; (c) creating mailing lists or telemarketing lists based on the Content; or (d) exporting, writing, or saving the Content to a third party's location-based platform or service.

(iii) You are not permitted to use the Offerings or Content in applications providing turn-by-turn directions, in car navigation, or in-flight navigation.

e) In addition to the foregoing, portions of the Offerings and Content are subject to additional Product Specific Terms located at <https://www.precisely.com/legal/licensing/english>. If you use or access TomTom Content, the following additional terms of use located at http://tomtom.com/en_gb/thirdpartyproductterms/ apply.

f) Failure to comply with the restrictions on use or the additional Product Specific Terms will be deemed a material breach of this Agreement.

6. **Client Data.** You retain all right, title and interest in and to all Client Data you provide to the Offering. You grant PBSI a limited, non-exclusive license to access and use the Client Data solely to provide the Offering to you.

7. **U.S. Government Restricted Rights.** If the Offering or Content is being used or accessed by or on behalf of the United States government, such use is subject to the following additional terms. The Offering and any related documentation are deemed "commercial computer software" and "commercial

computer software documentation," respectively, within the meaning of the applicable civilian and military Federal acquisition regulations and any supplement thereto. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Offering and the Content are a trade secret and a proprietary commercial product and not subject to disclosure. If the user of the Offering is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Offering or Content, including technical data, manuals or other accompanying documentation, is restricted by the terms, conditions and covenants contained in this Agreement. In accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies, use of the Offering is further restricted by this Agreement.

8. Non-infringement; Indemnification.

a) PBSI will indemnify, defend and hold You, Your officers, directors and employees harmless from all losses, damages, and reasonable costs and expenses to the extent they arise out of a claim by a third party that the Offering, when used in accordance with the Documentation and in compliance with the terms of this Agreement, infringe or misappropriate any copyright, trademark, trade secret or patent registered or valid within the country the Offering is authorized to be accessed. PBSI will have control of the defense and will defend, at its own expense, any claim or litigation to which this indemnity relates, including the right to settle any such claim. You must notify PBSI promptly of any such claim and will provide reasonable cooperation to PBSI, upon PBSI's request and at PBSI's cost, to defend such claim. PBSI will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. You may elect to participate in the defense of any claim with counsel of Your choosing at Your own expense.

b) If the Offering is subject to a claim of infringement or misappropriation, or if PBSI reasonably believes that the Offering may be subject to such a claim, PBSI reserves the right to: (i) offer a non-infringing replacement Offering, at no cost to You, which replacement will be functionally equivalent to such Offering; (ii) procure, at no cost to You, the right to continue to use such Offering; or (iii) direct You to terminate use of such Offering. If PBSI directs You to terminate use of such Offering, Your remedies, in addition to the indemnification set out herein, will be limited to a refund of any prepaid but unused fees for the Offering.

c) PBSI will not indemnify You or be liable for claims arising from the use of the Offering with data, hardware or software not provided by PBSI or Your use of the Offering other than as permitted in this Agreement and the Documentation.

d) You will indemnify, defend and hold PBSI harmless against any claim arising from: (i) Your use of the Offering in a manner not permitted under this Agreement; (ii) a third party claim that the Client Data or any other data, files or other materials provided by You infringes any patent, copyright or trademark or misappropriates any trade secret; (iii) Your violation of any law, rule or regulation regarding the protection of personal data or the use or access to the Offering; or (iv) acts of gross negligence or willful misconduct. You will have control of the defense and will defend at Your own expense, any claim or litigation to which this indemnity relates including the right to settle any such claim. PBSI must notify You promptly of any such claim and will provide reasonable cooperation to You, upon Your request and at Your cost, to defend such claim. You will not agree to any settlement which

requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. PBSI may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

9. PBSI Responsibilities; Support.

- a) Support for the Offering will be available to You in accordance with the Support Guidelines.
- b) Updates and upgrades to the Offering will be delivered as new versions of the Offering as they become commercially available. Your version of the Offering will not be updated automatically, so if You wish to receive new versions as they become available, You must elect to update your Offering through the AWS Services.

10. Training; Services.

- a) You may elect to purchase training directly from PBSI related to the Offerings at PBSI's then current rates. Training will be provided, unless otherwise agreed to by the parties, as an online webinar or a prerecorded training session.
- b) PBSI, upon Your request, may perform additional consulting and professional services for You ("Professional Services"). Any Professional Services performed by PBSI will be set forth in a Professional Services Order Form ("PSOF") executed by the parties and will be governed by the terms of the Professional Services Agreement located at <https://www.precisely.com/legal/licensing/professional-service-agreement-americas>.

11. Warranties; Disclaimers.

- a) PBSI represents and warrants that it has the right to grant to You the rights granted hereunder.
- b) PBSI represents and warrants to You that, for the greater of: (i) the Term of Your Plan; or (ii) ninety (90) days from the Effective Date (the "Warranty Period"), the Offering will materially conform to the Documentation. Should the Offering fail to comply with this warranty during the Warranty Period, You must notify PBSI in writing and PBSI will promptly repair or replace the non-conforming Offering. If PBSI is unable to repair or replace the non-conforming Offering in a reasonable period of time, as your remedy PBSI will refund you the amount of pre-paid but unused fees associated with the Offering. PBSI does not warrant the operability or accuracy of any Client Data processed by the Offering.
- c) PBSI DOES NOT WARRANT THAT THE OFFERING WILL OPERATE ERROR FREE OR THAT PBSI WILL CORRECT ALL ERRORS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE OFFERING AND CONTENT ARE PROVIDED "AS IS" AND PBSI AND ITS THIRD PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE OFFERING OR CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

12. Limitation of Liability.

- A) DISCLAIMER. NEITHER PARTY NOR PBSI'S THIRD PARTY SUPPLERS WILL BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT

LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR LOST DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

B) **MAXIMUM LIABILITY.** IN ANY EVENT, EITHER PARTY'S (AND LICENSOR'S THIRD PARTY SUPPLIER'S) MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT, CONTRACT OR OTHERWISE) WILL BE LIMITED TO THE AMOUNT OF FEES PAID BY YOU FOR THE OFFERING DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF SUCH CLAIM.

C) **EXCLUSIONS.** THE FOREGOING DISCLAIMER SET FORTH IN SECTION 12(A) DOES NOT APPLY TO YOUR BREACH OF SECTIONS 5(A), 5(B), 5(D), OR 5(E), (CLIENT RESPONSIBILITIES, USAGE RIGHTS), OR EITHER PARTY'S LIABILITY UNDER SECTION 8 (NONINFRINGEMENT, INDEMNIFICATION). THE FOREGOING MAXIMUM LIABILITY SET FORTH IN SECTION 12(B) DOES NOT APPLY TO YOUR BREACH OF SECTION 5 (CLIENT RESPONSIBILITIES, USAGE RIGHTS), YOUR OBLIGATIONS TO PAY AMOUNTS DUE, OR EITHER PARTY'S LIABILITY UNDER SECTION 8 (NONINFRINGEMENT, INDEMNIFICATION).

13. **Force Majeure.** Except for Your payment obligations, neither party is responsible for any delay or failure to perform resulting from causes beyond its reasonable control.

14. **Assignment.** You are not permitted to transfer or assign (by operation of law or otherwise) any of Your rights or obligations under this Agreement without the prior written consent of PBSI, which consent will not be unreasonably withheld, delayed or denied. Any such transfer or assignment without PBSI's written consent will be void and of no force and effect.

15. **Applicable Law.** This Agreement will be governed by, and construed in accordance with, the laws of the State of New York without regard to its principals of conflict of laws. In the event of any dispute arising out of or relating to this Agreement, a suit will be brought only in a federal or state court of competent jurisdiction located in New York County in the State of New York. If You are located in Canada, this Agreement will be governed by the laws of the Province of Ontario. Ontario's principles of conflict of laws or the United Nations Convention on contracts for the international sale of goods will not apply to this Agreement. In the event of any dispute arising out of or relating to this Agreement, a suit will be brought only in the General Division of the Ontario Court of Justice. If You are located outside of the United States or Canada, this Agreement will be governed by the laws of the jurisdiction of the PBSI affiliate located in your geography. You can locate the locations of all PBSI affiliates at <https://www.precisely.com/contact>.

16. **Verification.** Upon ten (10) days written notice, PBSI or its designated third party may verify Your compliance with the terms of this Agreement at all locations from which You access the Offering. Such verification will take place no more than one (1) time per twelve (12) month period during normal business hours in a manner which minimizes disruption to Your work environment. PBSI may use an independent third party under obligations of confidentiality to provide assistance. PBSI will notify You in writing if any such verification indicates that You have used the Offering or Content in a manner not authorized by this Agreement. You agree to promptly pay all associated fees that PBSI specifies for such excess or unauthorized use.

17. General.

a) No waiver of or failure to act regarding any breach of this Agreement by either party or the failure of either party to insist on the exact performance of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

b) Any notices required under this Agreement will be in writing and will be sent by overnight courier, delivered in person to the party's address set forth on the AWS Services, or sent by e-mail to the individual designated by You on the AWS Services, and to PBSI at legal@precisely.com.

c) If any provision of this Agreement or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement will remain in full force and effect.

d) Each party will act as an independent contractor and employees of each party will not be considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither party may make any commitments binding on the other, nor may either party make any representation that they are acting for, or on behalf of, the other.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to Your use of the Offering and Content and supersedes all proposals, purchase orders, understandings, representations, prior agreements or communications related thereto. This Agreement also supersedes any preprinted terms contained on a purchase order or similar document issued by You and any such terms will have no force or effect. You has not been induced to enter into this Agreement by any representations or promises not specifically stated herein.