

PITNEY BOWES SOFTWARE 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. (“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 Service on the AWS Marketplace, you are agreeing to the terms of this Services Agreement (the “Agreement”). IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT, do not complete your purchase on the AWS Marketplace and terminate your access to the Service. The terms of this Agreement will only apply to the extent You and PBSI have not executed a separate Services Agreement for the same Service.

Last Modified June 24, 2015

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

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

“BYOL” means Bring Your Own License, an option available on the AWS Marketplace that allows You to purchase an on-premise license to the Service directly from PBSI under the terms of a separate agreement between You and PBSI, and have the Services 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 Service or provided by You to PBSI for the performance of the Service;

“Content” means the data and data attributes provided by or obtained through use of the Service, 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 Service provided on the AWS Marketplace;

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

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

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

“Service” means the services offered by PBSI and made available to You on the AWS Marketplace;

“Support Guidelines” are the technical support guidelines located at <http://www.pbinsight.com/resources/get/9898>; and

“Term” means the duration of time for which You have purchased access to the Service.

2. Grant of Rights. PBSI hereby grants You a non-exclusive, non-transferable license to access and use the Service and Content in accordance with the terms of this Agreement during the Term indicated in the applicable Plan selected by You. The Service and Content are owned by or otherwise licensed to PBSI, and PBSI reserves all rights to the Service 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 Service 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) Work Capacity. Plans are based on Processor Cores related to the work capacity of the Service. You may elect to purchase additional Processor Cores via the AWS Marketplace at any time during the Term of Your Plan.

b) You will pay the fees associated with the corresponding Plan via the AWS Marketplace. Unless otherwise identified on the AWS Marketplace, 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 Service provided 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 Marketplace.

5. Client Responsibilities; Usage Rights.

a) You will use the Service and Content solely for Your internal business purposes and will not use the Service on behalf of or make the Service or Content available to any third party. Except for BYOL, the Service can only be used as integrated into Amazon Web Services. You are expressly prohibited from downloading the Service or moving the Service 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 Service, including, without limitation, any data protection or privacy laws. You will be solely responsible for the

content of all Client Data submitted to the Service 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 Service. Services 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 Service, and not be used in a live, production manner. You must purchase production licenses for any test, development, or production use.

d) **Restrictions on Use.**

(i) You will not: (a) reverse engineer, decompile or disassemble the Service; (b) obscure, distort, remove, cover or change any attribution, ownership or other proprietary rights statements, policies or notices contained in the Service, including copyright and trademark notices or terms of use links; (c) use the Service 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 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 Service to make unauthorized entry to any other device accessible via AWS or 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) **No Navigation, Autonomous Vehicle Control, or Enterprise Applications.** You must not use the Service or Content with any products, systems, or applications for or in connection with any of the following:

(a) real-time navigation or route guidance, including but not limited to turn-by-turn route guidance that is synchronized to the position of a user's sensor-enabled device;

(b) any systems or functions for automatic or autonomous control of vehicle behavior; or

(c) in-flight navigation.

(iv) **No Digital Map Database.** You must not use the Content to create a digital map database. A "digital map database" means a database of geospatial data containing the following information and attributes: (a) road geometry and street names; or (b) routing attributes that enable turn-by-turn navigation on such road geometry; or (c) latitude and longitude of individual addresses and house number ranges.

(v) The occurrence of any of the foregoing will be deemed a material breach and Your access to the Service may be immediately terminated.

e) In addition to the foregoing, portions of the Service and Content are subject to additional third party terms of use set forth in Section 19, below.

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

7. U.S. Government Restricted Rights. If the Service 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 Service 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 Service and the Content are a trade secret and a proprietary commercial product and not subject to disclosure. If the user of the Service is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service 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 Service 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 Service, 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 Service 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 Service is subject to a claim of infringement or misappropriation, or if PBSI reasonably believes that the Service may be subject to such a claim, PBSI reserves the right to: (i) offer a non-infringing replacement Service, at no cost to You, which replacement will be functionally equivalent to such Service; (ii) procure, at no cost to You, the right to continue to use such Service; or (iii) direct You to terminate use of such Service. If PBSI directs You to terminate use of such Service, Your remedies, in addition to the indemnification set out herein, will be limited to a refund of any prepaid but unused fees for the Service.

c) PBSI will not indemnify You or be liable for claims arising from the use of the Service with data, hardware or software not provided by PBSI or Your use of the Service 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 Service 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 Service; 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 Service will be available to You in accordance with the Support Guidelines.
- b) Updates and upgrades to the Service will be delivered as new versions of the Service as they become commercially available. Your version of the Service will not be updated automatically, so if You wish to receive new versions as they become available, You must elect to update your Service through the AWS Marketplace.

10. Training; Services.

- a) You may elect to purchase training directly from PBSI related to the Services 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 <http://www.pitneybowes.com/us/license-terms-of-use/professional-service-agreement-america.html>.

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 Service will materially conform to the Documentation. Should the Service 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 Service. If PBSI is unable to repair or replace the non-conforming Service in a reasonable period of time, as your remedy PBSI will refund you the amount of pre-paid but unused fees associated with the Service. PBSI does not warrant the operability or accuracy of any Client Data processed by the Service.
- c) PBSI DOES NOT WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR THAT PBSI WILL CORRECT ALL ERRORS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICE 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 SERVICE 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.

d) PBSI WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED BY THE UNAUTHORIZED USE OF THE SERVICE OR ACTS OF ABUSE OR MISUSE BY YOU. IN ADDITION, PBSI WILL NOT BE LIABLE FOR ANY: (I) LOSS OR CORRUPTION OF CLIENT DATA USED IN THE SERVICE; OR (II) LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE INTERRUPTION OR LOSS OF USE OF THE SERVICE.

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 SERVICE 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 <http://www.pitneybowes.com/us/contact-us.html>.

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 Service. 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 Service 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 Marketplace, or sent by e-mail to the individual designated by You on the AWS Marketplace, and to PBSI at saassalesupport@pb.com with a copy to contracts.correspondence@pb.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 Service 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.

19. Additional Terms. In addition to the terms of this Agreement, certain Services and Content may contain third party content that requires You to agree to additional terms, located as indicated below, which may be updated from time to time.

a) **Bing®**: If You accesses the Microsoft Bing® Service with the Service, Your use of Bing® is governed by the terms located at: <http://www.pitneybowes.com/us/license-terms-of-use/bing-terms-of-use.html>

b) **Business Points Data**: <http://www.pitneybowes.com/us/license-terms-of-use/business-points-terms.html>

- c) Canadian Postal Codes:** If you license any Service that contain Canadian Postal Codes, the following additional terms apply: <http://www.pitneybowes.com/us/license-terms-of-use/tomtom-6-digit-canadian-postal-codes.html>
- d) Demographic Data:** If you license any Service that contains demographic data, the following additional terms apply: <http://www.pitneybowes.com/us/license-terms-of-use/demographic-data-terms.html>
- e) Point of Call Data:** If Content contains the Canadian Point of Call Data, the following additional terms apply: <http://www.pitneybowes.com/us/license-terms-of-use/canada-post-terms.html>
- f) Universal Address Module Loqate:** <http://www.pitneybowes.com/us/license-terms-of-use/uam-loqate-terms.html>
- g) USPS Data:** If the Service contains data provided by the United States Postal Service (“USPS”), the following additional terms apply: <http://www.pitneybowes.com/us/license-terms-of-use/usps-terms--dpv-lacs-and-suitelink-product.html>
- h) VeriMove/VeriMove Express:** <http://www.pitneybowes.com/us/license-terms-of-use/verimove-verimove-express-terms.html>
- i) Royal Mail:** If the Content contains data provided by the Royal Mail, the following additional terms apply: <http://www.pitneybowes.com/us/license-terms-of-use/royal-mail-data-terms.html>.
- j) TomTom Use Terms.** The Service and Content contains data owned and license by TomTom. The following additional terms apply to any Content containing TomTom data.
- (i) Additional provisions with respect to the data of Norway. You are prohibited from using the data of Norway to create commercial general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority.
- (ii) Additional Provisions with respect to the data for China: You agree that any Service or Content which contains data of China may be subject to additional terms and conditions which shall be provided to You when available to TomTom. China data may not be exported from China.
- (iii) Additional Provisions with respect to the data for Korea: You agree that any Service or Content which contains data of Korea may be subject to additional terms and conditions which shall be provided to You when available to TomTom. Korea data may not be exported from Korea.
- (iv) Additional provisions with respect to HD Traffic. You specifically agree that You shall not: (a) store the data for more than twenty-four (24) hours on Your servers; (b) broadcast or make HD Traffic available to third parties; and (c) use the feed or information received via the feed for historical data purposes (including but not limited to collection or analysis).
- (v) Additional provisions with respect to the Premium Points of Interest North America Licensed Product: It is expressly prohibited to use the Premium Points of Interest North America for: (a) telephone call routing related applications; (b) screen pop applications, (c) CD-ROM director of other derivative directory product; (d) verification services; (e) caller name services; and (f) online marketing lead verification services.

(vi) Brand Icon Component. You agree that the use of the Brand Icon component is subject to the terms and conditions set forth in this Agreement and that there may be additional third party terms, conditions and restrictions to which the use of the Brand Icon component will be subject and which will be provided to You from time to time in the product release notes.

(vii) Additional provisions with respect to the Speed Profiles, HD Traffic, and any other traffic related Content: the Content such as Speed Profiles or HD Traffic or any derivatives thereof shall not be used for the purpose of enforcement of traffic laws including but not limited to the selection of potential locations for the installation of speed cameras, speed traps or other speed tracking devices.