

## **ON-DEMAND TRIAL EVALUATION AGREEMENT**

(05-2017 - OnDemand Services)

**IMPORTANT: DO NOT USE THIS SERVICE UNTIL YOU HAVE READ AND AGREED TO THIS LICENSE AGREEMENT.** This is an agreement between you ("Client") and Pitney Bowes Software Inc. ("PBSI"). 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 clicking next to "I ACCEPT" prior to accessing the Service or by executing a Trial Evaluation Subscription Order, you are agreeing to the terms of this On-Demand Trial Evaluation Agreement (the "Agreement"). **IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT, click next to "I DO NOT ACCEPT" and terminate your access to the Service.** The terms of this Agreement will only apply to the extent Client and PBSI has not executed a separate On-Demand Trial Evaluation Agreement for the same Service.

### **1. Grant of License.**

a) PBSI hereby grants Client a non-exclusive, non-transferable license to access and use the hosted subscription services offered by PBSI, which may include geocoding, routing, mapping, address cleansing and other data processing services (the "Service") subject to the terms of this Agreement.

b) Client will access and use the Service solely for evaluation and will not use the Service for production, development or any other purpose and only to perform the number of Transactions set out in the Trial Evaluation Subscription Order. PBSI reserves all rights to the Service not expressly granted by this Agreement. For purposes of this Agreement, "Transaction" means the submission and processing of each individual data record, such as an address record, telephone number or user query, or other material ("Client Data") to the Service or the response to each individual Client Data or user query submitted to the Service.

c) Client will not: (i) use the Service to send or store infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Service, network services or network equipment. Disruptions include, but are 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 the network or Service; (ii) reverse engineer, decompile or disassemble the Service; (iii) store or append to Client's database vector data (including latitude/longitude or "x,y" coordinates) for any purpose; (iv) provide vector data to third parties; or (v) provide access to the Service to any third party. No deployment or production of Service-based applications is permitted under any license granted in this Agreement. The occurrence of any of the foregoing will be deemed a material breach and PBSI may immediately terminate this Agreement.

### **2. Confidentiality.**

a) During the term of this Agreement, each party may have access to certain confidential and proprietary information of the other party (collectively, the "Confidential Information"). "Confidential Information" means all confidential and proprietary information of either party ("Disclosing Party"), including but not limited to, each party's and its affiliates: (i) customer and prospect lists, names or addresses, existing agreements with Disclosing Party and business partners; (ii) pricing proposals, financial and other business information, data processes and plans; (iii) research and development information, analytical methods and procedures, hardware design, technology (including the Service), financial information, personnel data, Client Data; (iv) information concerning the customers and potential customers of either party; (v) business practices, know-how, marketing or business plans; (vi) this Agreement, documentation, and training materials; and (vii) any other information identified in writing as confidential or information that the receiving party knew or reasonably should have known was confidential, in each case that is disclosed to the other party ("Receiving Party") or to which the Receiving Party gains access in connection with this Agreement.

b) The Receiving Party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence, and apply at least the standard of care used by the Receiving Party in protecting its own Confidential Information, but not less than a reasonable standard of care, and not to disclose such Confidential Information to any third party; and (ii) without the written permission of the Disclosing Party, not to use any Confidential Information of the Disclosing Party except as reasonably required to exercise its rights or perform its obligations under this Agreement. Each party agrees to cause its employees, subcontractors, agents and, if permitted, affiliates, who require access to such information to abide by such obligations.

c) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this Agreement; or (ii) was in the receiving party's lawful possession before receipt from the Disclosing Party; or (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or, (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential information.

d) If a Receiving Party is compelled to disclose the Confidential Information by a governmental agency or a court of law having proper jurisdiction, the Receiving Party will give the Disclosing Party reasonable notice to enable such party to try to protect the confidentiality of the Confidential Information. Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and, certify its destruction in writing,

e) Disclosing Party may be irreparably damaged if the obligations under this Section 2 are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this Section 2 or any other appropriate equitable order or decree. This Section 2 will remain in effect during the term of this Agreement and for a period of twenty four (24) months thereafter.

3. **No Warranty.** THE SERVICE IS PROVIDED "AS IS." PBSI AND ITS THIRD PARTY SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, 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.

4. **Liability.** UNDER NO CIRCUMSTANCES WILL PBSI BE LIABLE FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, COSTS, LOSSES AND/OR EXPENSES ARISING OUT OF OR RELATED TO CLIENT'S USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION OR LOST DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. **Term.** This Agreement will commence on the date set forth in the Trial Evaluation Subscription Order and will continue for the term set forth therein. Either party may terminate this Agreement and the Trial Evaluation Subscription Order for any reason immediately upon written notice to the other party. Upon termination of this Agreement and the Trial Evaluation Subscription Order for any reason, Client's access to the Service will also terminate. Upon notification of termination, Client will immediately cease use of the Service and purge its system and records of all Confidential Information provided by PBSI and each party will promptly return all Confidential Information of the other party in its possession.

6. **Product Specific Terms.** In addition to the terms of the Agreement and the Trial Evaluation Subscription Order, certain Services may contain third party content that requires You to agree to additional terms. These additional terms can be found at <http://www.pitneybowes.com/us/license-terms-of-use.html> and are incorporated herein by reference. If You have any questions as to which specific terms apply to Your license, **DO NOT SIGN THE ORDER FORM** and contact Your Pitney Bowes Software account professional for clarity prior to execution.

7. **General.**

a) This Agreement will be governed by the laws of the State of New York without regard to its conflict of law principals. 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 Client is 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.

b) Client will not assign its rights and obligations under this Agreement without the prior written consent of PBSI.

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

d) This Agreement and the Trial Evaluation Subscription Order constitutes the entire agreement between PBSI and Client, and supersedes all understandings, representations, prior agreements or communications relevant to Client's evaluation of the Service.

e) PBSI will not be deemed in default under this Agreement or the Trial Evaluation Subscription Order as a result of any delay in the performance of its obligations due to causes beyond its reasonable control.