

END USER – DATA LICENSE AGREEMENT

(Worldwide Postal Data / GeoCode (lat/long) Data – HERE)
**IMPORTANT NOTICE: PLEASE READ CAREFULLY
BEFORE DOWNLOADING/INSTALLING OR USING THE DATA**

This End User Data License Agreement ("**Data License Agreement**") is a legal agreement between you (the "**End User**" or "**you**") and Trillium Software, Inc. including its affiliates and subsidiaries ("**Solution Provider**" or "**we**"/"**us**"). The terms of this Data License Agreement are intended to govern the use of all third party sourced postal directories, census code and/or geo code data (the "**Data**") which may be supplied by Solution Provider to you for use solely with the Solution Provider's **Trillium Software System®** suite of products (the "**Solution**") licensed to you pursuant to the terms and conditions set forth in the Solution Provider's License Agreement.

IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS DATA LICENSE AGREEMENT, WE ARE UNWILLING TO PROVIDE THE DATA TO YOU AND YOU MUST NOT DOWNLOAD AND/OR INSTALL THE DATA AND YOU WILL HAVE NO RIGHT TO ACCESS OR USE THE DATA. IF FOR ANY REASON YOU HAVE ALREADY DOWNLOADED OR INSTALLED THE DATA AND NO LONGER AGREE TO ALL THE TERMS OF THIS DATA LICENSE AGREEMENT YOU MUST CEASE YOUR ACCESS AND USE OF THE DATA IMMEDIATELY. BY USING THE DATA, YOU ARE AGREEING TO ALL OF THE TERMS OF THIS DATA LICENSE AGREEMENT.

1. DEFINITIONS

"**Data**" shall mean the HERE sourced postal directories, census code and/or geo code data which has been incorporated into or made apart of Solution Provider's Solution and is being sublicensed to End User subject to the terms and conditions of this Data License Agreement and the Solution Provider License Agreement.

"**Data Supply Medium**" means the format on or method by which the Data is supplied or made available to the End-User for use solely within and/or in conjunction with the licensed Solution.

"**Data Supply Order Form**" means the applicable Schedule or Work Order to the Solutions Provider License Agreement which outlines the agreed usage period and pricing terms applicable to the Data to be supplied by Solution Provider to End User.

"**Intellectual Property Rights**" means all intellectual and industrial property rights of Solution Provider or its licensors including, without limitation, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), copyrights, database rights, semiconductor topography rights, proprietary information rights, any other similar proprietary rights and all applications, extensions and renewals in relation to such rights as may exist anywhere in the world or be recognized in the future.

"**Solution**" means Solution Provider's Trillium Software System® suite of product(s) licensed to End User pursuant to the terms and conditions of the Solution Provider License Agreement.

"**Solution Provider**" means Trillium Software, Inc. including its affiliates and subsidiaries who are licensed by the source provider of the Data (or sub-licensed by another person that is licensed to do so) to obtain copies and updates of the Data to enhance its own Solutions for supply to the End-User.

"**Solutions Provider License Agreement**" means the agreement between Solution Provider and End User applicable to End-Users' licensed use of the Solution.

"**Term**" means the initial twelve (12) month license period following the initial delivery of the Data and any subsequent twelve-month renewal terms agreed between the Solutions Provider and the End-User for the licensing of the Data per the terms of the applicable Data Supply Order Form.

2. LICENSE. The End-User may only use the Data within and/or in conjunction with the Solution as licensed to the End-User by the Solutions Provider on a non-exclusive, non-transferable, revocable basis, for the applicable annual subscription Term (unless terminated earlier), in accordance with the terms of

this Data License Agreement or the Solution Provider License Agreement and applicable Data Supply Order Form.

3. LIMITS ON USE OF THE DATA

3.1 End-User shall use the Data for its own internal use only. Except as is expressly permitted by the terms of this Data License Agreement or the Solution Provider License Agreement, the End-User shall **not**:

3.1.1 use any of the Data to create its own products or services or to provide or offer to any third party;

3.1.2 copy or reproduce, extract, publish or reuse the whole or any part of the Data other than expressly permitted herein;

3.1.3 transfer, sell, license, disseminate or in any way part with possession of the whole or any part of the Data to any third party.

3.1.4 use the Data to provide services for any third party nor use the Data in a service bureau or time-sharing capacity without the express prior written consent of Solution Provider.

3.2 End-User may not mix, combine or commingle the Data with geographic roadmap data from direct competitors of HERE (i.e., companies in the primary business of creating and licensing digital geography roadmaps).

3.3 For purposes of clarity, and without limiting anything contained in this Section 3, the Data may not be used for web-crawling, search engines such as a yellow pages product or consumer-based web sites.

3.4 The 6-digit alpha/numeric Canadian Postal Codes as may be provided in connection with this Data License Agreement and applicable Data Supply Order Form, if any, cannot be used for bulk mailing of items through the Canadian postal system. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application.

3.5 Except where you have been specifically licensed to do so by Solution Provider, and without limiting the terms set forth in this Section 3, you may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

3.6 Notwithstanding the foregoing, the following terms shall apply with respect to the use of HERE Census Boundaries for Canada:

3.6.1 You shall be restricted from (i) duplicating, redistributing and/or sublicensing HERE Census Boundaries, and (ii) deriving for publication, direct commercial sale or other forms of redistribution, a new or modified product or service that is based on the HERE Census Boundaries content, and (iii) entering into any type of trade exchange or barter arrangement with any other party with respect to the HERE Census Boundaries content.

3.6.2 Use of the content contained in HERE Census Boundaries is limited to use only for personal, corporate or public policy research, as well as for educational purposes. You may use the content in analysis and the reporting of results and conclusions, including the citation of limited amounts of supporting data extracted from HERE Census Boundaries in such analysis and reporting documents.

3.6.3 You may seek copyright approval for any intended publication of significant portions of material extracted from or generated in the course of using HERE Census Boundaries as permitted under this End User Agreement.

3.7 The End-User may make copies of the Data Supply Medium to the extent reasonably necessary for the following purposes only: back-up, security, disaster recovery purposes and testing, provided all such copies contain at a the copyright notice “© 200X HERE [*Insert any applicable copyright notices as required for the country-specific Data being used*]. All rights reserved.”

4. PROPERTY RIGHTS IN THE DATA/COPYRIGHT NOTICES.

4.1 The Data is provided for your personal, internal use only and not for resale. The Data and all Intellectual Property Rights subsisting in and/or relating to the Data from time to time are and shall remain the property of the Solution Provider’s licensor HERE. The End-User shall acquire no rights in the Data or any Intellectual Property Rights in and to such Data except those limited rights expressly provided in this Data License Agreement. This Data License Agreement shall not operate as an assignment by Solutions Provider or its licensors of any Intellectual Property Right that may subsist in or relate to the Data.

4.1.1 End-User shall not remove or tamper with any Intellectual Property Rights notice attached or used in relation to the Data.

4.1.2 This Data License Agreement does not grant to the End-User any right to use any of the trade marks, service marks, business names or logos of Solution Provider or its licensors including but not limited to HERE.

4.1.3 The provisions of this Section 4 shall continue to operate after the termination of this Data License Agreement.

4.2 The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario, © Canada Post Corporation, GeoBase.

HERE Census Boundaries content is based on Computer Files licensed from Statistics Canada. © Statistics Canada 20XX. HERE is an Authorized User of selected Statistics Canada Computer Files and Distributor of Derived Information Products under Licensing Agreement 8058.

4.3 HERE holds a non-exclusive license from the United States Postal Service® to publish and sell ZIP+4® information.

©United States Postal Service® 2012. Prices are not established, controlled or approved by the United States Postal Service®. The following trademarks and registrations are owned by the USPS: United States Postal Service, USPS, and ZIP+4.

4.2 Data for countries in the America, the Middle East, Europe, Russia, Africa and/or Asia Pacific: © 1987-2014 HERE.

5. WARNING/WARRANTY DISCLAIMERS/LIABILITY:

5.1 Warning. The Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.

5.2 ALL DATA IS PROVIDED TO YOU ON AN “AS IS” AND “WITH ALL FAULTS BASIS” AND SOLUTION PROVIDER AND SOLUTION PROVIDER’S LICENSORS (AND THEIR LICENSORS AND SUPPLIERS) EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY SOLUTION PROVIDER OR ANY OF ITS LICENSORS, AGENTS, EMPLOYEES OR THIRD PARTY PROVIDERS SHALL CREATE A WARRANTY, AND END USER IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT.

5.2 SOLUTION PROVIDER AND SOLUTION PROVIDER’S LICENSORS (INCLUDING THEIR

LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE DATA; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE DATA, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SOLUTION PROVIDER OR SOLUTION PROVIDER'S LICENSORS (AND THEIR LICENSORS AND SUPPLIERS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so that extent the above may not apply to you.

6. EXPORT COMPLIANCE. End User hereby represents and warrants that it will comply with the requirements of all applicable domestic and international export laws and regulations, including but not limited to the U.S. Export Administration Regulations with respect to the use, handling and physical transfer of the Data, which shall at all times also be pursuant to the terms of this Data License Agreement and the Solution Provider License Agreement. This provision shall survive any termination or expiration of this Agreement.

7. GOVERNMENT END USER RESTRICTED RIGHTS. If the Data is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, the Data is a "commercial item" as that term is defined at 48 C.F.R. ("FAR") 2.101, is licensed in accordance with these End-User Terms, and each copy of Data delivered or otherwise furnished shall be marked and embedded as appropriate with the following "Notice of Use," and shall be treated in accordance with such Notice.

Notice of Use

Contractor (Manufacturer/ Supplier) Name: HERE

Contractor (Manufacturer/Supplier) Address: 425 W Randolph Street, Chicago, Illinois 60606

This Data is a commercial item as defined in FAR 2.101 and is subject to these End-User Term under which this Data was provided.

©1987-2013 HERE – All rights reserved.

If the Contracting Officer, federal government agency, or any federal official refuses to use the legend provided herein, the Contracting Officer, federal government agency, or any federal official must notify HERE prior to seeking additional or alternative rights in the Data.

If End User is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then End User hereby agrees to protect the Data from public disclosure and to consider the Data exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Data. In the event that such exemption is challenged under any such laws, this Data License Agreement shall be considered breached and any and all right to retain any copies or to use of the Data shall be terminated and considered immediately null and void. Any copies of the Data held by End User shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this Agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Data shall immediately be destroyed by End User. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Data are a trade secret and a proprietary commercial product and not subject to disclosure.

8. AUDIT/COMPLIANCE.

8.1 End-User shall keep a complete and accurate audit trail of all financial and non-financial transactions (including but not limited to records required to be provided as set forth in 8.3 below) relating to this Data License Agreement and shall retain the same for a period of five (5) years.

End-User shall grant the Solutions Provider and/or its applicable licensors and/or their agents reasonable accompanied access upon reasonable prior notice, during working hours, to its premises, accounts and records and computer systems relevant to this Data License Agreement for the purposes of verifying and monitoring the End-User's compliance with its obligations under this Data License Agreement (the "Audit") and shall provide all reasonable cooperation and assistance in relation to the Audit. Solution Provider and/or its licensors shall not carry out an Audit more than once in any twelve (12) month period except where it reasonably suspects that the End-User has failed to comply with any of its obligations under this Data License Agreement.

8.2. End-User shall comply with all laws and regulations applicable to its use of the Data.

8.3. Upon request, End-User shall provide Solutions Provider with an accurate count of records and/or transactions processed, number of users, and/or types of usage of the Data provided pursuant to this Data License Agreement and the Solution Providers License Agreement.

9. INDEMNIFICATION. End-User will indemnify, defend and hold harmless Solution Provider and the applicable Solution Provider Licensor and their respective affiliates, licensors and suppliers from and against all costs, expenses, damages, losses or liabilities, including reasonable legal fees for claims arising out of or relating to End-User's breach of any of the terms of this Data License Agreement.

10. TERMINATION.

10.1 The parties may terminate this Data License Agreement at any time where they mutually agree to do so. The parties agree that they will evidence such termination in writing and ensure that same is signed by an authorized signatory of each party.

10.2 This Data License Agreement may be terminated by Solution Provider by written notice to the End User upon the occurrence of any of the following:

10.3 End-User is in breach of any of the terms contained in this Data License Agreement, and where the breach is remediable further fails to remedy the position within twenty (20) working days of the date of written notification from Solutions Provider of such breach;

10.4 End-User is unable to pay its debts as they fall due or otherwise becomes insolvent, or if a receiver or an administrative receiver is appointed over any or all of the assets of End-User, or if any arrangement, compromise or composition of End-User's debts is proposed or made by End-User, or if End-User enters or is entered into any proceedings for administration or liquidation or otherwise becomes subject to dissolution proceedings, or if any analogous event occurs in any other jurisdiction in which End-User carries out its business;

10.5 expiration or earlier termination of the Solution Provider License Agreement or Term applicable to the Data licensed to End User under the Data Supply Order Form, or

10.6 expiration or termination of the agreement between Solution Provider and its licensor for the subject Data.

10.7 Upon expiration or termination of this Data License Agreement, End User shall (i) return to Solutions Provider all copies of the licensed Data and all supporting documentation supplied to it; or permanently delete or destroy all copies of the licensed Data and all supporting documentation supplied to it, which, in each case, it is reasonably able to destroy or delete, and confirm in writing to the Solutions Provider that this has been done.

10.8 Termination of this Data License Agreement shall not prejudice or affect the right of Solution Provider to recover from End User the amount of any fees outstanding at the date of termination nor any other right whatsoever of either party which may have accrued at that date or which may accrue thereafter.

11. GOVERNING LAW. This Data License Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New York, USA [*replace with "Netherlands" where European HERE Data is used*], without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods, which

is explicitly excluded. You agree to submit to the jurisdiction of the State of New York *[replace with "Netherlands" where European HERE Data is used]* for any and all disputes, claims and actions arising from or in connection with the Data provided to you hereunder.

12. MISCELLANEOUS. Except as expressly provided herein, this Data License Agreement constitutes the entire agreement between the parties with respect to the Data and supersedes all prior oral or written proposals, representation, warranties, and agreements. This Data License Agreement may not be altered except by a written amendment signed by authorized representatives of Solution Provider and End-User. Should any provision of this Data License Agreement be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect. End-User shall not assign any of its rights or obligations under this Data License Agreement or otherwise transfer this Data License Agreement or any part of it (including any License) without the prior written consent of Solutions Provider.

13. ADDITIONAL TERMS SPECIFIC TO DATA FOR EUROPE AND WORLD MARKET COUNTRIES.

The following provisions apply to the Data for and to the extent indicated respecting any Territory including any country of Europe and World Markets, which may include or reflect Data from respective third party licensors:

13.1 Paper Maps. With respect to any license granted to End User under an Order, if applicable, relating to making, selling or distributing paper maps (i.e., a map fixed on a paper or paper-like medium): (a) such license with respect to Data for Great Britain is conditioned on End User's entering into and complying with a separate written agreement with the Ordnance Survey ("OS") to create and sell paper maps, End User paying to the OS any and all applicable paper map royalties, and End User complying with the OS copyright notice requirements; (b) such license for selling or otherwise distributing for charge with respect to Data for the Czech Republic is conditioned on End User's obtaining prior written consent from Kartografie a.s.; (c) such license for selling or distributing with respect to Data for Switzerland is conditioned on End User obtaining a permit from Bundesamt für Landestopografie of Switzerland; (d) End User is restricted from using Data for France to create paper maps with a scale between 1:5,000 and 1:250,000; and (e) End User is restricted from using any Data to create, sell or distribute paper maps that are the same or substantially similar, in terms of data content and specific use of color, symbols and scale, to paper maps published by the European national mapping agencies, including without limitation, Landvermessungämter of Germany, Topografische Dienst of the Netherlands, Nationaal Geografisch Instituut of Belgium, Bundesamt für Landestopografie of Switzerland, Bundesamt für Eich-und Vermessungswesen of Austria, and the National Land Survey of Sweden. The foregoing restrictions (a)-(d) do not apply to the case of an End-User using an electronic Application (e.g., a software product) to print a map for such End-User's own internal use.

13.2 OS Enforcement. Without limiting Section 1 above, with respect to Data for Great Britain, End User acknowledges and agrees that the Ordnance Survey ("OS") may bring a direct action against End User to enforce compliance with the OS copyright notice (see Section 9 below) and paper map requirements (see Section 13.1 above) contained in this Agreement.

13.3 Traffic Codes. The following provisions apply to any grant of license for use of Data that includes Traffic Codes.

A. General Restrictions Applicable to Traffic Codes. End User acknowledges and agrees that in certain countries of the Territory of Europe, End User shall be responsible for obtaining rights directly from third party RDS-TMC code providers to use the Traffic Codes in the Data and to deliver to End-Users information, data, applications, products and/or services in any way derived from or based on such Traffic Codes.

B. Display of Third Party Rights Legend for Belgium. End User shall, for each provision of information, data, applications, products and/or services that uses Traffic Codes for Belgium, provide the following notice to the End-User: "Traffic Information is provided by the Ministerie van de Vlaamse Gemeenschap and the Ministère de l'Équipement et des Transports."

13.4 Data for Botswana. Botswana Data cannot be licensed for use by companies headquartered in Botswana.

13.5 Use of Data for Moldova and/or Ukraine. Data for Moldova may not be distributed to End-Users

TRILLIUM SOFTWARE

in Moldova and Data for Ukraine may not be distributed in Ukraine. End User agrees that it shall not export Copies of the Data for Moldova or Ukraine into each such country.

13.6 Data for South Korea. End User may not export or in any way transfer the Data for the Republic of Korea (South Korea) outside of the Republic of Korea (South Korea).

13.7 Data for India. Notwithstanding anything in the Agreement or herein to the contrary, End User shall not make any modifications, adaptations, or alterations of or to the Data for India or associate or add any data to or in combination with the Data for India.

13.8 Data for Israel. The following provisions apply to the Data for Israel, which includes certain data from the Survey of Israel (“SOI”):

13.8.1 End User may not create, sell or distribute or provide a sublicense to third parties to create, sell or distribute paper maps that are the same or substantially similar, in terms of data content and specific use of color, symbols and scale, to paper maps published by the SOI.

13.8.2 End User may not license or allow its licensees to sublicense the Data for Israel directly or indirectly to any companies or government organizations entities which are registered or have main offices in Iran, Iraq, Syria, Lebanon, or Palestinian organizations and entities which are connected to terror activities without written approval of SOI, which shall not be unreasonably withheld.

13.8.3 End User may not license or sublicense the Data for Israel to the following companies in Israel: GPS&More, Nav N Go, Google, OfficeCore, Traffilog and TeleAtlas.

13.9 Third Party Notices. Any and all copies of the Data and/or packaging relating thereto shall include the respective Third Party Notices set forth below and used as described below corresponding to the Territory (or portion thereof) included in such copy:

Territory	Notice
Australia	”Copyright. Based on data provided under license from PSMA Australia Limited (www.pasma.com.au).“
Austria	”© Bundesamt für Eich- und Vermessungswesen“
Croatia, Cyprus, Estonia, Latvia, Lithuania, Moldova, Poland, Slovenia and/or Ukraine	”© EuroGeographics“
France	The following notice must appear on all copies of the Data, and may also appear on packaging: “source: © IGN 2009 – BD TOPO ®”
Great Britain	“Based upon Crown Copyright material.”
Greece	“Copyright Geomatics Ltd.”
Germany	“Die Grundlagendaten wurden mit Genehmigung der zuständigen Behörden entnommen” or “Die Grundlagendaten wurden mit Genehmigung der zustaendigen Behoerden entnommen.”
Hungary	“Copyright © 2003; Top-Map Ltd.”
Israel	“© Survey of Israel data source”
Italy	“La Banca Dati Italiana è stata prodotta usando quale riferimento anche cartografia numerica ed al tratto prodotta e fornita dalla Regione Toscana.”
Mozambique	“Certain Data for Mozambique provided by Cencarta @20XX by Cenacarta.
Norway	“Copyright © 2000; Norwegian Mapping Authority”
Portugal	“Source: IgeoE – Portugal”
Spain	“Información geográfica propiedad del CNIG”
Sweden	“Based upon electronic data © National Land Survey Sweden.”
Switzerland	“Topografische Grundlage: © Bundesamt für Landestopographie.“