

PRECISELY SOFTWARE INC.

[HTTPS://DEVELOPER.PRECISELY.COM/](https://developer.precisely.com/)

ACCEPTABLE USE POLICY

The Developer.PitneyBowes.com APIs (the "APIs") are a collection of services that allow you to include location based information and communications services, and other content from Precisely Software Inc. and its affiliates and subsidiaries ("PRECISELY") in Your websites, applications, business processes, and/or business workflows.

The following is the Acceptable Use Policy (the "Policy") that, together with the Services Agreement and the Privacy Statement located at <https://www.precisely.com/legal/licensing/api-privacy-statement> (which combined, make up the legal agreement between You and PRECISELY), govern Your use of the APIs (the "Agreement"). You should read each of these documents and print a copy for Your records. If You do not agree to this Policy or the Agreement, do not access or use the APIs. PRECISELY reserves the right to make changes to the Agreement from time to time. When these changes are made, PRECISELY will make a new copy of the Agreement available. You understand and agree that if You use the APIs after the date on which the Agreement has changed, PRECISELY will treat Your use as acceptance of the updated Agreement. If a modification is unacceptable to You, You may terminate the Agreement by ceasing use of the APIs.

Last Updated: April 5, 2021

1. Permitted Use.

1.1 Definitions.

- a) "**Content**" means any content provided through the APIs (whether created by PRECISELY or its third party licensors), including map and terrain data, photographic imagery, traffic data, places and location data (including business listings), geocode (Latitude/Longitude) coordinates, tax rates, shipping information or any other content.
- b) "**Developed Application**" means a software application or website that uses the APIs to obtain and display Content in conjunction with Developer Content, according to the Agreement.
- c) "**End User**" means the individual who has purchased access to Your Developed Application under Your end user license agreement.
- d) "**Developer Content**" means any content that You provide in Your Developed Application, including data, images, video, or software. Your Content does not include the Content.

1.2 Service License. Subject to the terms of the Agreement and the payment of applicable fees, PRECISELY gives You a non-exclusive, non-transferable, non-assignable, royalty-free, worldwide right

and license to use the APIs to provide Content to Your End Users solely through the Developed Application.

1.3 Content License. Subject to the terms of the Agreement and the payment of applicable fees, PRECISELY gives You a non-exclusive, non-transferable, non-assignable, royalty-free, worldwide right and license to access, use, publicly perform and publicly display the Content in Your Developed Application, as the Content is provided in the APIS and in the manner permitted by this Policy and the Agreement.

Specifically, You understand the following:

a) Content is not intended to be used in high risk applications such as weapon control or emergency call routing services. The Content is provided “AS IS”. The Content is not guaranteed to be complete, accurate or without errors and You should exercise judgment in Your use of the Content.

b) PRECISELY does not provide any legal, tax or other professional advice to You. You should consult with Your legal, tax, accounting or other professional advisers to confirm, interpret, and apply Content to Your individual situation. PRECISELY has no liability to You or Your End Users for reliance on the Content.

c) Certain Content is provided under license from third parties as defined below, and is subject to copyright and other intellectual property rights owned by or licensed to such third parties. Your use of such third party Content is governed by the additional terms set forth below, and You may be held liable for any unauthorized copying or disclosure of this Content.

d) Specific APIs may have terms in this Policy that apply only to Your use of that API. Terms applicable to indicated APIs are located at the end of this Policy.

1.4 Use Rights. Your use of the APIs is conditioned on compliance with the terms of this Policy. Failure to abide by the terms of this Policy may result in immediate termination of Your access to the APIs, in PRECISELY’s sole discretion.

1.5 Restrictions. In using the APIs, You will not:

a) Other than providing access to API’s through the Developed Application, You will not provide End Users with direct access to the APIs;

b) Provide End Users with the APIs functionality as a “service bureau” or “service provider”, rather You can only provide End Users with Content;

c) Permit the Developed Application to contain or display adult content, promote illegal activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the APIs, 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 APIs to make unauthorized entry to any other device accessible via the network or the APIs;

d) Remove, distort, cover or change any attribution, ownership or other proprietary rights statements, policies or notices contained in the APIs or the Content, including copyright and trademark notices or terms of use links;

e) Use or access (or permit End Users to use or access) the APIs or any Content through technology or means other than those provided by the APIs;

f) Hide or mask from PRECISELY the identity of the Developed Application as it uses the APIs, including by failing to follow any applicable identification conventions set out in the APIs documentation;

g) Attempt to reverse engineer or decompile the APIs or any component of the APIs;

h) Attempt to create a substitute or similar service through use of or access to the APIs.

1.6 Use Policies. By using the APIs, You agree to abide by the following use policies, in which You agree You will not (and will not permit End Users to):

a) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

b) upload, post, transmit or otherwise make available any inappropriate, defamatory, obscene, or unlawful content;

c) upload, post, transmit or otherwise make available any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless You are the owner of the rights, or have the permission of the owner or other legal justification to use such content;

d) upload, post, transmit or otherwise make available messages that promote pyramid schemes, chain letters, or disruptive commercial messages or advertisements;

e) upload, post, email, transmit or otherwise make available any other content, message, or communication prohibited by applicable law, the Agreement or any applicable APIs policies or guidelines;

f) download any file posted by another that You know, or reasonably should know, cannot legally be distributed in such manner;

g) impersonate another person or entity, or falsify or delete any author attributions or labels of the origin or source of Content, or other material;

h) restrict or inhibit any other user from using and enjoying the APIs or any other PRECISELY services;

i) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the APIs or Content or collect information about users for any unauthorized purpose;

j) display content in Your Developed Application that falsely expresses or implies that such content is sponsored or endorsed by PRECISELY;

- k) create user accounts by automated means or under false or fraudulent pretenses, to obtain multiple keys for the same URL on our Portal unless approved by PRECISELY;
- l) promote or provide instructional information about illegal activities;
- m) promote physical harm or injury against any group or individual; or
- n) transmit any malicious code (including but not limited to viruses, worms, defects, and Trojan horses), or any other items of a destructive nature.

1.7 Determination of Compliance. PRECISELY reserves the sole right and discretion to determine whether Your use of the APIs or Content is in compliance with the Policy.

1.8 U.S. Government Restricted Rights. If the APIs 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 APIs 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 APIs and the Content are a trade secret and a proprietary commercial product and not subject to disclosure. If the user of the APIs is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the APIs or Content, including technical data, manuals or other accompanying documentation, is restricted by the terms, conditions and covenants contained in the Agreement and this Policy. 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 APIs is further restricted by the Agreement and this Policy.

2. End User Terms and Privacy Policy.

2.0 End User Terms. If You develop a Developed Application for use by other users, the following terms apply:

2.1 End User License Agreement. You must have a license agreement that End Users must agree to prior to accessing the Developed Application, that at a minimum:

- a) is at least as restrictive on use and protective of the ownership rights of PRECISELY and its third party licensors regarding the APIs and the Content as those set forth in the Agreement;
- b) includes disclaimers of warranty and limitation of liability on the part of PRECISELY and its third party suppliers as those contained in this Policy and the Agreement;
- c) displays to the users of Your Developed Application Your privacy policy (as set forth in Section 2.2 below) and the Use Policies set forth in Section 1.6 above;
- d) explicitly states in Your Developed Application's terms of use that, by using Your Developed Application, End Users are agreeing to be bound by the Use Policies; and
- e) protects the privacy and legal rights of those users.

2.2 **Your Privacy Policy.** You must make publicly available, and must abide by, an appropriate privacy policy in Your Developed Application. In particular, if Your Developed Application enables You or any party to gain access to information about users of the APIs or the Content, including but not limited to personally identifiable information (such as user names) or non-personally identifiable usage information (such as location), Your privacy policy must describe Your use and retention of this information.

2.3 **Cookies.** Per the Privacy Statement, the Developer Portal may store and access cookies and other information on end users' devices. If You use any part of the APIs in the Developed Application that uses cookies, then to the extent required by applicable law, You must provide End Users with clear and comprehensive information about, and obtain the End Users' consent to, the use of such cookies.

2.4 **Preventing Unauthorized Use.** You must use all reasonable efforts to prevent unauthorized use of the APIs and the Content and terminate any such unauthorized use.

2.5 **Responsibility for Breaches.** You are solely responsible for (and PRECISELY has no responsibility to You or to any third party for) any breach of Your obligations under the Policy and for the consequences of any such breach (including any loss or damage that PRECISELY may suffer).

3. **Licenses from You to PRECISELY.**

3.1 **Content License.** PRECISELY claims no ownership over Developer Content, and You retain copyright and any other rights You already hold in Developer Content. By submitting, posting or displaying Developer Content in the APIs, You give PRECISELY a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute Developer Content through the APIs solely for the purposes of: (i) enabling PRECISELY to provide You with the APIs; and (ii) use data derived from You or Your End User's use of the APIs for the limited purposes of performing analytics on the APIs performance, or for the purpose of improving or enhancing the APIs or other products or services offered by PRECISELY to its customers; all in accordance with the Privacy Statement.

3.2 **Marketing License.** You grant to PRECISELY a worldwide, royalty-free, non-transferable, and non-exclusive license during the Term to use Your name and trademark and Developer Content to publicize or advertise that You are using the APIs (for example, by using Your marks in presentations, marketing materials, customer lists, financial reports and website listings (including links to Your website), or by creating marketing or advertising materials that show screenshots of the APIs in which Developer Content is featured).

3.3 **Authority to Grant Licenses.** You represent and warrant to PRECISELY that You have all the rights, power and authority necessary to grant the above licenses.

4.0 Terms Applicable to Location Intelligence APIs

4.1 **No Unauthorized Copying, Modification, Creation of Derivative Works, or Display of the Content.** 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 these Terms. For example, the following are prohibited: (i) creating server-side modification of map

tiles; (ii) stitching multiple static map images together to display a map that is larger than permitted in the documentation; (iii) creating mailing lists or telemarketing lists based on the Content; or (iv) exporting, writing, or saving the Content to a third party's location-based platform or service. Additionally You will not modify, reorder, augment or manipulate search results or Content delivered to End Users in any way unless You explicitly notify the End User of Your actions.

4.2 No Pre-Fetching, Caching, or Storage of Content. You must not pre-fetch, cache, or store any Content or reuse the Content for multiple End Users, except that You may store: (i) limited amounts of Content for the purpose of improving the performance of Your Developed Application if You do so temporarily (and in no event for more than 30 calendar days), securely, and in a manner that does not permit use of the Content outside of the APIs; and (ii) any content identifier or key that the APIs documentation specifically permits You to store. For example, You must not use the Content to create an independent database of "places" or other local listings information or geocode an entire database and deliver such geocodes to End Users outside of the APIs.

4.3 No Mass Downloads or Bulk Feeds of Content. You must not use the APIs in a manner that gives You or any other person access to mass downloads or bulk feeds of any Content, including but not limited to numerical latitude or longitude coordinates, imagery, visible map data, or places data (including business listings). For example, You are not permitted to offer a batch geocoding service that uses Content contained in the APIs.

4.4 Restrictions on the Types of Applications that You are Permitted to Build with APIs. You must not (nor may You permit anyone else to) do any of the following:

a) No "Wrapping." You must not create or offer a "wrapper" for the APIs. For example, You are not permitted to: (i) use or provide any part of the APIs or Content (such as map imagery, geocoding, directions, places, or terrain data) in an API that You offer to others; or (ii) create a Developed Application that reimplements or duplicates the APIs. For clarity, You are not "re-implementing or duplicating" the APIs if Your Developed Application provides substantial additional features or content beyond the APIs, and those additional features or content constitute the primary defining characteristic of Your Developed Application.

b) No Business, Residential, or Telephone Listings Services. You must not display any of the business listings Content in any Developed Application that has the primary purpose of making available business, residential address, or telephone directory listings.

c) No Creation or Augmentation of an Advertising Product. You must not use any business listings Content to create or augment an advertising product.

d) No Navigation, Autonomous Vehicle Control, or Enterprise Applications. You must not use the APIs or Content with any products, systems, or applications for or in connection with any of the following:

(i) 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.

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

(iii) in-flight navigation.

e) No Digital Map Database. You must not (and must not permit Your End Users to) 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: (i) road geometry and street names; or (ii) routing attributes that enable turn-by-turn navigation on such road geometry; or (iii) latitude and longitude of individual addresses and house number ranges.

4.5 Additional Third Party Terms. The APIs contain Content owned and licensed by various third parties. Therefore, in addition to the Agreement, your use of the Content is subject to these additional terms which may be found at <https://www.precisely.com/legal/licensing/english> and are incorporated herein.

4.6 Geolocation Privacy.

a) Your Developed Application must notify the End User in advance of the type(s) of data that You intend to collect from the user or the user's device. Your Developed Application must not obtain or cache any user's location in any manner except with the user's prior consent. Your Developed Application must let the user revoke the user's consent at any time.

b) If Your Developed Application provides PRECISELY with geolocation data, that geolocation data must not enable PRECISELY to identify an individual user. For example, if Your Developed Application sends PRECISELY Developer Content, and Developer Content includes geolocation data, Developer Content must not also include unique device identifiers associated with individual users.

c) If You intend to obtain the End User's location and use it with any other data provider's data, You must disclose this fact to the user.