SPECTRUM SPATIAL

ADDITIONAL TERMS FOR DEVELOPERS

If you have purchased a license to the Spectrum Spatial ("Spatial") and will develop Modules for use with Spatial, in addition to the terms of your license agreement, the following additional terms apply. Any conflict between the terms of your license agreement and these terms will be resolved in favor of these terms**.**

1.   License Grant. Notwithstanding anything to the contrary in your license agreement, if you have purchased a license for SPATIAL, during the term of your license agreement, you may develop Modules using SPATIAL and resell Modules that include SPATIAL to your third party customers, or you can use the Modules for your internal business purposes, both under the terms set forth herein.

2.   Definitions.

a.   "Module" means the add-on or plug-in application developed by you using SPATIAL.

b.   "Developer Content" means any content that you provide in your Module, including data, images, video or software. Developer Content does not include any information, data or material provided to you by PBSI through SPATIAL or through other software or data products provided to you under license from PBSI.

c.   "End User" means the individual who has purchased access to your Module, and has purchased a license to SPATIAL from PBSI for use with your Module.

3.   Software and Data Marketplace. You will be given the opportunity to provide the Modules for sale on the Pitney Bowes Software and Data Marketplace (the "Marketplace"). PBSI reserves the right to require certification of your Module by PBSI prior to making it available on the Marketplace. The cost of making the Modules available on the Marketplace and any certification requirements will be set forth on the Marketplace during your registration process or as otherwise provided to you by PBSI.

4.   Restrictions. You are not permitted to:

a.   Provide direct access to SPATIAL to your End Users independent of the Modules, nor are you permitted to provide SPATIAL to End Users or any third party as a Service Provider (as defined in your license agreement) or on any rented, leased, lent or hosted manner or as a service bureau except as part of your Module hosted by you for use by your End Users;

b.   Permit the Modules to contain or display adult content, promote illegal activities, send or store infringing, obscene, threatening or unlawful or tortious material;

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

d.   Permit the Modules to perform any function that is prohibited by applicable law;

e.   Display Developer Content that falsely expresses or implies that such content is sponsored or endorsed by PBSI;

f.   Promote physical harm or injury against any group or individual; or

g.   Transmit any malicious code (including but not limited to viruses, worms, defects, and Trojan horses), or any other items of a destructive nature, including Developer Content that promotes pyramid schemes, chain letters, or disruptive commercial messages or advertisements.

5.   End User Terms and Privacy Policy. If you have developed Modules for availability to external End Users, the following terms also apply:

a.   **End User License Agreement**: you must have a license agreement that End Users must agree to prior to accessing the Module, that at a minimum:

(i)   Is at least as restrictive on use and protective of the ownership rights of PBSI and its third party licensors regarding SPATIAL as those set forth in your license agreement, and prohibits use of SPATIAL separately from your Module;

(ii)   Includes disclaimers of warranty and limitations of liability on the part of PBSI and its third party suppliers as those contained in these terms of your license agreement;

(iii)   Display to your End Users your privacy policy (as set forth below) and the use restrictions set forth in Section 4 above;

(iv)   Explicitly state in your terms of use that, by using your Module, End Users are agreeing to be bound by the terms of your End User License Agreement; and

(v)   Protects the privacy and legal rights of the End User.

b.   Your Privacy Policy. You must make publicly available, and must abide by, an appropriate privacy policy in your Module or End User License Agreement. In particular, if the Module enables you or any party to gain access to information about End Users, including but not limited to personally identifiable information (such as user names) or non-personally identifiable information (such as location), your privacy policy must describe your use and retention policies related to this collected information. If the Module uses cookies, you must provide End Users with clear and comprehensive information about, and obtain the End Users' consent to, your use of such cookies.

c.   Geolocation Privacy. Your End User License Agreement or privacy policy must notify the End User in advance of the type(s) of data you intend to collect from the user or the user's device. The Module must not obtain or cache any user's location in any manner except with the user's prior consent, which must be able to be revoked by the user at any time.

5.   Developer Content. PBSI claims no ownership of Developer Content, and you retain copyright and any other rights you already hold in Developer Content. By submitting, posting or displaying Developer Content and your Modules on the Marketplace, you give PBSI a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute the Developer Content and Modules solely for the purposes of: (i) enabling PBSI to provide the Module on the Marketplace; and (ii) use data derived from the Marketplace

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6.   **Marketing License**. You grant to PBSI and its affiliates a worldwide, royalty-free, non-transferable and non-exclusive license during the term of your license agreement to use your name and trademarks and Developer Content to publicize or advertise that you are using the Marketplace (for example, by using your trademarks in presentations, marketing materials, customer lists, financial reports and website listings, links to your website, or by creating marketing or advertising material that show screenshots of the Modules using SPATIAL).

7.   **Authority to Grant Licenses**. You represent and warrant that you have all rights, power and authority necessary to grant the above licenses to PBSI and its affiliates.

8.   **Module Support**. You are solely responsible for providing all technical support and warranty services related to your Module, and PBSI disclaims any obligation or liability to your End Users related to the Module.