

## TRIAL EVALUATION AGREEMENT

(May 2013 - Canada)

**IMPORTANT: DO NOT USE THE LICENSED PRODUCTS UNTIL YOU HAVE READ AND AGREED TO THIS LICENSE AGREEMENT.** This is an agreement between you ("Customer") and Pitney Bowes Software Canada Inc. ("PBSC"). By executing a Trial Evaluation Order Form, you are agreeing to the terms of this Trial Evaluation Agreement (the "Agreement"). **IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT,** do not install or use the Licensed Products and immediately send the Licensed Products and any other Confidential Information, as defined herein, back to PBSC at the address on the Order Form attention Contract Management. The terms of this Agreement will only apply to the extent Customer and PBSC have not executed a separate Trial Evaluation Agreement for the same Licensed Products.

1. Grant of License. PBSC hereby grants Customer a non-exclusive, non-transferable, trial evaluation license to the software products set out in the Order Form (the "Licensed Products") for use solely on the operating system identified therein. Customer will use the Licensed Products solely to evaluate the Licensed Products for the purpose of determining whether to license the Licensed Products. Customer will not have the right under this Agreement to use the Licensed Products for production, development or any other purpose not specifically set forth herein.
2. Fees. The Licensed Products are licensed to Customer at no cost.
3. Confidentiality.
  - a) "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 Licensed Products), financial information, personnel 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, support guidelines, 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, 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.

e) Disclosing Party may be irreparably damaged if the obligations under this Section 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 or any other appropriate equitable order or decree.

4. Warranty. THE LICENSED PRODUCTS ARE PROVIDED "AS IS" PBSC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PRODUCTS. UNDER NO CIRCUMSTANCES WILL PBSC BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, COSTS, LOSSES AND/OR EXPENSES ARISING OUT OF OR RELATED TO CUSTOMER'S USE OF THE LICENSED PRODUCTS.

5. Term. This Agreement and the Order Form will commence on the date set forth in the Order Form and will continue thereafter for the term set forth therein, provided, however, PBSC will have the right to immediately terminate this Agreement and the Order Form upon notice to Customer. Upon termination of this Agreement, Customer will immediately cease use of the Licensed Products and purge its system and records of the Licensed Products and each party will promptly return all Confidential Information of the other party in its possession.

6. USPS Mandated Terms. To the extent that the Licensed Products contain the United States Postal Service's ("USPS") delivery point validation, SuiteLink, LACSLink or NCOA/Link data, in addition to the terms and conditions set out in the Agreement, the terms set out at in Schedule A hereto will apply and are hereby incorporated herein.

7. Canada Post Mandated Terms. To the extent that the Licensed Products contain the Canada Post's ("CP") Point of Call data in addition to the terms and conditions set out in the Agreement, the terms set out at in Schedule A hereto will apply and are hereby incorporated herein.

8. General.

a) This Agreement will be governed by, and construed in accordance by the laws of the Province of Ontario.

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

c) If physical delivery of the Licensed Products is required, delivery of the Licensed Products will be FOB point of origin (within the United States) and for deliveries outside of the United States or from any country outside of the United States, delivery will be Carriage Paid To (CPT). PBSC may, to the extent available, deliver the Licensed Products or key codes electronically via the Internet or permit Customer to download the Licensed Products or key codes from PBSC's website.

d) If any provision of this Agreement 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.

e) This Agreement and the Order Form and all appendices, exhibits, schedules and attachments thereto constitutes the sole and complete agreement between the parties with regard to its subject matter, may not be modified or amended except by a writing signed by both parties hereto except as otherwise indicated herein, and supersedes all proposals, understandings, representations, prior agreements or communications relating to the Licensed Products and the subject matter of this Agreement. This Agreement also supersedes any pre-printed terms contained on any purchase order or similar document issued by Customer and any such terms will have no force or effect.

**Schedule A**  
**Additional Terms**

**1. VeriMove. The following terms apply to the VeriMove**

a) VeriMove contains the USPS NCOA/Link data product and is made available to Customer solely to update a list, system, group or other collection of at least 100 unique names and addresses (herein "Mailing Lists") used for addressing letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other deliverable item handled by the USPS (herein "Deliverables") solely for delivery by the USPS.

b) Customer will not develop or use the NCOA/Link data, service to compile or maintain a list or collection of names and addresses or addresses only of new movers or to create other products or data bases or collections of information concerning new movers, histories of address changes, lists or histories of residents, or other informational or data sources based upon information received from or through the NCOA/Link data for the purpose of renting, selling, transferring, disclosing, making available or otherwise providing such information to an entity unrelated to Customer.

c). For the purposes of communicating with addressees on Customer's Mailing Lists and for the purpose of record-keeping, however, Customer is permitted to retain updated addresses so long as not used in violation of this Agreement, for individuals and entities with whom it has or has had a business relationship, in connection with which it will use the updated address; however, these updated addresses may only be used by Customer and Customer may use them only for carrying out Customer's organizational purposes in connection with that individual or entity and may not transfer, disclose, license or distribute to, or be used by any other entity or individual whatsoever.

d) No proprietary Mailing List that contains both old and corresponding updated address records, or any service product or system of lists that can be used to link old and corresponding updated address records, if updated by use of NCOA/Link, will be rented, sold, transferred, disclosed, made available, or otherwise provided, in whole or in part to Customer's customers or any other individual or entity.

**2. USPS Delivery Point Validation, SuiteLink and LACSLink. The following terms apply to VeriMove, Address Validation – U.S. and any other software that provides Customer with access to the USPS' Delivery Point Validation, SuiteLink and LACSLink data.**

a) The delivery point validation (the "DPV Product"), LACSLink and SuiteLink and any updates, materials, know-how, computer code, and technical information (hereinafter collectively, the "USPS Data") are confidential and proprietary to the USPS and will remain the property of USPS. Customer will maintain the USPS Data in strict confidence in accordance with the terms of the Agreement.

b) Customer is prohibited from: (i) modifying, improving, correcting, or enhancing the USPS Data in any way; (ii) combining the USPS Data, or any portion thereof, with other information, data, software or the like to create any derivative product of the USPS Data; or (iii) making or reducing to practice any invention, idea or concept, whether patentable or not, on or relating to the USPS Data, or any portion thereof, without the prior written approval of USPS.

c) Customer will not: (i) use the USPS Data or any of its technology to compile a list of delivery points not already in Customer's possession or to otherwise create a mailing list or portion thereof; (ii) rent, sell, distribute or otherwise provide any of Customer's proprietary address lists, service products, or other system of records that contain address attributes derived or updated through the use of the USPS Data; or (iii) in addition to the foregoing, use SuiteLink for any purposes other than for improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other item that will be delivered by USPS.

- d) Customer is not permitted to export the USPS Data outside the United States or its territories.
- e) Customer agrees and acknowledges that USPS retains all right, title and interest in the USPS Data, and all trademarks, trade dress, service marks, trade secrets, copyrights, patents and other intellectual property rights related thereto.
- f) The USPS will be a third party beneficiary with respect to the license to the USPS Data granted hereunder and thereby will have the right to directly enforce against Customer the restrictions with respect to the USPS Data set out herein.
- g) NEITHER PBSC NOR THE USPS WILL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE USPS DATA. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement.
- h) To satisfy USPS requirements THE DPV PRODUCT WILL CONTAIN DISABLING DEVICE(S) DESIGNED TO PREVENT USE NOT PERMITTED BY THIS LICENSE. PBSC will document all disabling devices to Customer. In the event Customer encounters the “Stop DPV Processing” function, Customer will contact PBSC in order to restore DPV processing capability. PBSC will immediately notify USPS of Customer's name and address. At the sole discretion of the USPS, PBSC may not have the right to restore Customer's DPV processing capability.
- i) Notwithstanding any provision set out in the Agreement regarding any limitation of liability, Customer will promptly reimburse PBSC to the full amount of any damages or other claims that PBSC is required to pay, and will otherwise hold PBSC harmless from demands, costs and damages paid to third parties, which are a result of Customer's failure to comply with any of the obligations set out in these provisions.

### **3. Canada post Corporation (“CPC”) Points of Call data.**

- a) The Point of Call Address Database and any updates, materials, know-how, computer code, and technical information (hereinafter collectively, the “CP Data”) are confidential and proprietary to Canada Post (“CP”) and will remain the property of CP. Customer will maintain the CP Data in strict confidence in accordance with the terms of the Agreement.
- b) Customer may only use the CP Data for the purpose of: (i) validating and correcting mailing addresses; and (ii) addressing mail for delivery by CP and providing corresponding statements of accuracy only for the purpose of providing the same to CP in relation to such addressed mail when deposited with CP for delivery.
- c) Customer is prohibited from: (i) modifying, improving, correcting, or enhancing the CP Data in any way; (ii) using the CP Data separate from the Services with which the CP Data is included; or (iii) “service scrape” or “bulk download” CP Data or extract raw readable data from the CP Data.
- d) Customer may only use the CP Data in batch processing. Customer is prohibited from using the CP Data in any real-time, single address verification such as a call center, on-line purchase application, as a component of any interactive voice response application or for any other interactive application where individual addresses are validated and/or corrected.
- e) Customer may use only the most updated version of the CP Data.

f) Customer agree and acknowledge that CP retains all right, title and interest in the CP Data, and all trademarks, trade dress, service marks, trade secrets, copyrights, patents and other intellectual property rights related thereto.

g) NEITHER PBSC NOR CP WILL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE CP DATA. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement.

h) Notwithstanding any provision set out in the Agreement regarding any limitation of liability, Customer will promptly reimburse PBSC to the full amount of any damages or other claims that PBSC is required to pay, and will otherwise hold PBSC harmless from demands, costs and damages paid to third parties, which are a result of Customer's failure to comply with any of the obligations set out in these provisions.