



Pitney Bowes Software Inc.  
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**immixTechnology Rider to Product Specific License Terms and Conditions  
(for U.S. Government End Users)**

1. **Scope.** This Rider and the attached **Pitney Bowes Software Inc.** ("Manufacturer") product specific license terms establish the terms and conditions enabling immixTechnology ("PBSI") to provide Manufacturer's information technology products and services to Ordering Activities under immixTechnology's GSA MAS IT70 contract number GS-35F-0265X (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.
2. **Applicability.** Whereas GSA and immixTechnology agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341), the Contracts Disputes Act of 1978 (41 U.S.C. §§ 7101 *et seq.*), the Prompt Payment Act (31 U.S.C. §§ 3901 *et seq.*), the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. § 15), DOJ's jurisdictional statute 28 U.S.C. § 516 (Conduct of Litigation Reserved to the Department of Justice (DOJ)), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:
  - a) **Contracting Parties.** The GSA Customer ("Ordering Activity") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA ORDER ADM 4800.2G (Feb 2011), as may be revised from time to time.
  - b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 2000) (Deviation I – SEPT 2010), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.
  - c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
  - d) **Termination.** Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the PBSI believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.
  - e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal laws or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.
  - f) **Equitable remedies.** Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.
  - g) **Unilateral Termination.** Unilateral termination by the PBSI does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.
  - h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the PBSI shall be liable for

default unless the nonperformance is caused by an occurrence beyond the reasonable control of the PBSI and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The PBSI shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- i) **Assignment.** All clauses regarding the PBSI's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the PBSI's assignment in the Manufacturer Specific Terms are hereby superseded.
- j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.
- k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.
- l) **PBSI Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the PBSI are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.
- m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.
- n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).
- o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. PBSI shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to PBSI or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included verbatim (not by reference) in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any. All Manufacturer Specific Terms that incorporate third party terms by reference are hereby superseded.
- q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that ImmixTechnology as PBSI, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the PBSI to use the name or logo of a Government entity are hereby superseded.

- s) **Public Access to Information.** immixTechnology agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.
  - t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.
  - u) **Alternate Dispute Resolution.** The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the PBSI to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.
  - v) **Ownership of Derivative Works.** Provisions purporting to vest exclusive ownership of all derivative works in the PBSI of the standard software on which such works may be based are superseded. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the GSA Customer shall receive unlimited rights to use such derivative works at no further cost.
3. **Order of Precedence/Conflict.** To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

**ATTACHMENT A**  
**PBSI SUPPLEMENTAL PRICELIST INFORMATION AND TERMS**  
**PITNEY BOWES SOFTWARE INC.**

**PITNEY BOWES SOFTWARE INC. LICENSE, WARRANTY AND SUPPORT TERMS**

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Definitions. As used in this Attachment A, the following terms will have the meanings set forth below:

**“Application”** means the application, if any, identified in an Order;

**“Computer”** means the server or computer identified in an Order on which the Licensed Products are authorized to be installed and used;

**“Data Output”** means the maps, reports or other information generated by analyzing or processing Subscription Data, including geocode coordinates or address corrections appended to Ordering Activity database records.

**“Data Record”** means each separate, individual digital data record which is used, referenced or accessed by the Licensed Products;

**“Documentation”** means the current technical and user documentation for the Licensed Products, Support Guidelines and other specifications. The Documentation may be modified from time-to-time to incorporate Enhancements;

**“Enhancements”** means the updates, upgrades, modifications, new releases and corrective programming to the Software and Subscription Data that are provided as part of Maintenance Services;

**“Installation Site”** means the location identified in an Order where the Licensed Products are authorized to be installed;

**“Ordering Activity”** means Ordering Activity or the entity identified in an Order that is authorized to use the Licensed Products identified therein;

**“Licensed Products”** means the Software, Enhancements and Subscription Data;

**“Maintenance Services”** means the maintenance services described below and designated in the Contract Schedule as maintenance as a product;

**“MIPS”** means the processing speed of a computer expressed in millions of instructions per second;

**“MSU”** means the measurement of the amount of processing work a mainframe computer can perform in one hour expressed in million service units;

**“Order”** means the document pursuant to which an Ordering Activity licenses the Licensed Products and obtains related services, including Maintenance Services and Maintenance Services as a Service;

**“PBSI”** means Pitney Bowes Software Inc.;

**“Processor Cores” or “CPU Cores”** means the number of cores on each processor or CPU in the Computer;

**“Remote Access”** means access to and use of the Licensed Products, including, without limitation, the submission and/or receipt of data, documents or processing instructions, directly or indirectly via a server, Internet, independent software application or otherwise, to the Computer, from locations other than the Installation Site;

**“Service Provider”** means an Ordering Activity that uses the Licensed Products to perform services, including, without limitation, to verify address information and/or provide postal-related services; develop, design, archive, process and/or print bills, statements or other business documents; merge or convert print stream data; append geographic coordinates to address records or other data and/or perform other data processing services, for entities other than Ordering Activity;

**“Software”** means the commercial computer software identified in an Order;

**“Subscription Data”** means data files and updates thereto, including, but not limited to, postal, census, geographic, demographic, and other data, that are either identified in an Order or otherwise licensed with certain of the Licensed Products;

**“Support Guidelines”** means the then current technical support guidelines for the Licensed Products located at <http://www.pbinsight.com/resources/get/9898>;

**“Transaction”** means a record or user query that is submitted to the Licensed Products;

**“User”** means an individual authorized by Ordering Activity to use the Licensed Products in accordance with an Order regardless of whether the individual is actively using the Licensed Products at any given time; and

**“Warranty Period”** means the ninety (90) day period following initial delivery of the Software.

1. Grant of License. PBSI hereby grants to Ordering Activity a non-exclusive, non-transferable license to use the Licensed Products, subject to the terms and conditions of the Schedule Contract, these Manufacturer terms and all Orders. Unless otherwise identified in an Order, the Subscription Data is licensed for twelve (12) month terms and the license to the Subscription Data may be renewed for additional twelve (12) month terms as part of Maintenance Services in accordance with the maintenance provision below. The grant of rights hereunder to the Licensed Products is not a sale of the Licensed Products. PBSI and its third party providers reserve all rights not expressly granted by Schedule Contract or these Manufacturer terms.

2. Use of Licensed Products.

a) Ordering Activity is permitted to use the Licensed Products and Data Output only for its own internal business purposes. The Licensed Products will be installed and used only at the Installation Site on the Computer containing up to the number of Processor Cores, MSUs or MIPS set out in the applicable Order and utilizing the operating system set out therein. If the Licensed Products are installed in a virtual environment, the number of Processor Cores within the environment that may be used, in whole or in any part, to access the Licensed Products will be set forth in the applicable Order. Remote Access to the Licensed Products and use of the Licensed Products as a Service Provider are prohibited unless otherwise authorized in the applicable Order. Additional terms of authorized use are as set forth in the applicable Order, and may include limitations on: (i) the number of Users; (ii) the Application authorized to access the Licensed Products and use the Data Output; and (iii) the number of Transactions processed or Data Records accessed using the Licensed Products. Licensed Products licensed for desktop use by a specific number of Users may be installed on the number of devices equal to the specific number of User licenses purchased, or may be installed on multiple devices so long as the number of Users does not exceed the number of licenses purchased.

b) Ordering Activity may add additional Processor Cores, MSUs or MIPS to the Computer, transfer the Licensed Products to a different computer with more Processor Cores, MSUs or MIPS, utilize the Licensed Products with a different operating system, process additional Transactions or add Users or Applications upon PBSI written consent and the payment of applicable fees. If the Installation Site is located in the United States, such Installation Site may be changed to another location within the United States upon written notice to PBSI, but may not be changed to a location outside the United States absent PBSI's prior written consent. If the Installation Site set forth in the Order is located outside of the United, such Installation Site may be changed to another location within the original country upon notice to PBSI, but may not be changed to a different country absent PBSI's prior written consent.

c) Ordering Activity may make a reasonable number of copies of the Licensed Products and Documentation solely for back up or disaster recovery purposes. Ordering Activity must reproduce all copyright, trademark, trade secret and other proprietary notices in such copies. The back up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer becomes inoperative. If the Computer becomes inoperative, the Licensed Products can only be used on a back-up computer utilizing the same operating system with equal to or a fewer number of Processor Cores, MSUs or MIPS as the Computer. Except to perform disaster recovery testing in accordance with Ordering Activity's disaster recovery procedures, Ordering Activity is not permitted to use the back up or disaster recovery copies of the Licensed Products for production or testing concurrently with the production or testing copies of the Licensed Products.

d) Ordering Activity may install, for a period not to exceed fifteen (15) days from date of installation, Enhancements in a test environment for the sole purpose of determining if such Enhancements will be deployed by Ordering Activity on the authorized Computer(s). Thereafter, Ordering Activity is permitted to install only the authorized number of licensed copies of the Licensed Products on the authorized Computers.

e) Ordering Activity may, in accordance with the Schedule Contract, permit its third party contractors and agents to access and use the Licensed Products solely on behalf of, and for the benefit of, Ordering Activity, so long as: (i) such third party(ies) agrees to comply fully with all terms and conditions of this Agreement and the applicable Order(s) as if they were Ordering Activity; (ii) Ordering Activity remains responsible for each contractor's compliance with Schedule Contract, these Manufacturer terms and the applicable Order(s) and any breach thereof; (iii) any User limitation includes User licenses allocated to such third parties; and (iv) the third party is not a competitor of PBSI or any PBSI affiliate. All rights granted to any third party hereunder terminates immediately upon conclusion of the services rendered to Ordering Activity that gives rise to such right. Upon termination of such rights, the third party(ies) must immediately cease all use of the Licensed Products, un-install and destroy all copies of the Licensed Products, Documentation and any other PBSI Confidential Information in its possession, and must certify in writing upon PBSI request of compliance with this section.

d) Certain of the Licensed Products require mandated flow down terms associated with their use and can be found in Exhibit 1 hereto. Any license by an Order Activity of such Licensed Products will include such terms and are incorporated herein.

3. General Use Restrictions.

a) Ordering Activity will not: (i) make derivative works of the Licensed Products; (ii) reverse engineer, decompile or disassemble the Licensed Products or any portion thereof; (iii) make copies of the Licensed Products or Documentation except as otherwise authorized in Sections 2(c), 4(b) or an Order; (iv) sublicense, rent, lease, lend, or host the Licensed Products to or for other parties; (v) attempt to unlock or bypass any initialization system, encryption methods or copy protection devices in the Licensed Products; (vi) modify, alter or change the Licensed Products; (vii) alter, remove or obscure any patent, trademark or copyright notice in the Licensed Products or Documentation; or (viii) use components of a Licensed Product independent of the Licensed Products they comprise.

b) Ordering Activity is prohibited from using the Licensed Products within or in conjunction with in-flight navigation or any vehicle navigation system providing turn-by-turn directions.

c) Ordering Activity will not use Data Output outside of the Application designated in the Order (if applicable), or disclose Data Output to third parties except as authorized in the applicable Order(s), including the longitude and latitude or "x,y" coordinates contained therein. Any authorized disclosure of Data Output to third parties must prohibit those third parties from selling, sublicensing or disclosing the Data Output to additional third parties and from using the Data Output for any purpose other than as authorized in the applicable Order(s). Ordering Activity may use Data Output to derive conclusions or recommendations that form part of Ordering Activity's services to its customers, but Ordering Activity may not provide Data Output as part of those services. Ordering Activity may translate Subscription Data into other data formats so long as use of the Subscription Data in all formats does not exceed the limits of this Agreement and the applicable Order(s).

#### **4. Maintenance Services.**

a) Ordering Activity will obtain Maintenance Services for Licensed Products for the initial period of performance set forth in the Order and for the fees set forth therein. Following such initial period of performance, Ordering Activity may elect to purchase additional Maintenance Services in twelve (12) month terms at the rates set out in the Schedule Contract.

b) Maintenance Services consist of: (i) reasonable amounts of telephone support to assist Ordering Activity with the use of the Licensed Products in accordance with the Support Guidelines; (ii) Enhancements provided to other licensees of the Licensed Products who have paid for Maintenance Services for the current maintenance term; (iii) Subscription Data or data updates, as applicable; and (iv) the correction of errors or non-conformities with the Licensed Products in accordance with the Support Guidelines. Telephone support is provided only to the individuals located at a single designated location. If PBSI is unable to correct a reported error or non-conformity that is classified in the Support Guidelines as a critical or high severity level problem within thirty (30) days following notice from Ordering Activity or an additional period of time reasonably agreed to by the parties, Ordering Activity may terminate Maintenance Services for such Licensed Products and receive, as its remedy, a pro-rata refund of the fees paid for Maintenance Services for the balance of the existing maintenance term. If Ordering Activity licenses multiple copies of the Licensed Products, PBSI will only provide Ordering Activity with one (1) copy of the Enhancements and Ordering Activity will make the authorized number of copies as necessary to install such Enhancements on the authorized Computers. Order Activity will reproduce any proprietary notices contained in any copies of the Enhancements.

d) If Ordering Activity terminates or declines to renew Maintenance Services for the Licensed Products and subsequently elects to renew Maintenance Services, Ordering Activity will pay to PBSI the fees for the subsequent twelve (12) month renewal term plus the applicable fees for the total period of non-maintenance. Nothing in this section will be construed by the parties as a "future fee" or penalties".

#### **5. Maintenance as a Service. (all fees due following completion of the applicable services in accordance with 31 USC 3324)**

a) In consideration of the GSA fees for training set out in an Order, Ordering Activity may attend the training class identified therein. Order Activity must attend and, if the training is on-site at Ordering Activity's location, permit PBSI to perform the training course prior to the expiration date set out in the Order. If Ordering Activity fails to have personnel attend the training class or permit PBSI to perform the training class prior to such expiration date, PBSI will not provide Ordering Activity with a refund of the training fees or be obligated to perform the training. Unless otherwise specified in an Order, training will be provided at one of PBSI's regional offices. Ordering Activity Licensee agrees to pay any travel expenses in accordance with FTR/JTR, as applicable, Ordering Activity shall only be liable for such travel expenses as approved as by Ordering Activity and funded under the applicable ordering document.

b) In consideration of the GSA fees for Fast Start implementation services as set out in an Order, PBSI will provide the following:

i) **Description of Services:** PBSI will perform up to the number of hours set out in the Order of the following Fast Start implementation services (the "FS Services"). The FS Services will be performed at a location and at dates agreed to by the parties in accordance with the terms herein and will consist of the following:

- Install the Licensed Products and related databases on a single Computer;
- Review Ordering Activity's requirements for use of the Licensed Products;
- Analyze Ordering Activity's data file for initial job setup to the Licensed Products;
- Establish the initial job stream and all parameters to run the initial job stream;
- Execute the initial job stream and reviewing the results with Ordering Activity;
- Train Ordering Activity on the Licensed Products based on Ordering Activity's initial job stream; and
- Review the support procedure for the Licensed Products with Ordering Activity.

ii) **FS Services Exclusions:** The FS Services will NOT consist of the following:

- Integration of Licensed Products with any of Ordering Activity's other software applications (including, without limitation, modifying Ordering Activity's address capture programs to call the Licensed Products or integration of the Licensed Products into third party custom statement formats);

- Cross-platform or cross-language application migrations; or
- Process analysis, system and/or process replacement.

c) In consideration of the GSA fees for Audit services as set out in an Order, PBSI will provide the following:

**Description of Services:** PBSI will perform up to the number of hours set out in the Order of the following Audit services (the "Audit Services"). The Audit Services will be performed at a location and at dates agreed to by the parties in accordance with the terms herein and will consist of the following:

- Review Ordering Activity's requirements for use of the Licensed Product(s);
- Review Ordering Activity's current installation of the Licensed Product(s);
- Review the current job stream(s) and all parameter(s) to run the job stream(s);
- Review Ordering Activity's understanding and use of the Licensed Product(s); and
- Deliver a summary report on the findings from PBSI's review, including any recommendations found regarding usage of the Licensed Products and associated job stream(s) and parameter(s).

d) In consideration of the GSA fees for Fast Start Move Update services set out in the Order, PBSI will provide the following:

**Description of Services:** PBSI will perform up to the number of hours set out in the Order of the following Fast Start Move Update implementation services (the "Move Update Services"). The Move Update Services will be performed at a location and at dates agreed to by the parties in accordance with the terms herein and will consist of the following:

- Assist Ordering Activity with the completion of Required USPS forms (if needed);
- Define Ordering Activity's hardware requirements for use of the Licensed Product;
- Review Ordering Activity's requirements for use of the Licensed Product;
- Install the Licensed Product and related databases on a single Computer;
- Set up Ordering Activity's company and user information in the Licensed Product;
- Download USPS Stage I test files, process file through Licensed Product, and verify test results;
- Copy USPS Stage II Certification test file supplied by the USPS, supervise the execution of the Stage II certification job;
- Verify results of the Stage II Certification test with the Ordering Activity and assist with gathering appropriate reports for submission to the USPS for final verification and certification;
- Analyze one Ordering Activity's existing production job for initial job setup to the Licensed Product;
- Establish the initial job stream and all parameters to run the initial job stream;
- Execute the initial job stream and review the results with Ordering Activity;
- Train Ordering Activity on the Licensed Product based on Ordering Activity's initial job stream;
- Review USPS monthly auditing procedures; and
- Review the support procedure for the Licensed Product with Ordering Activity.

e) Ordering Activity will provide PBSI with any assistance reasonably required by PBSI to perform the above services (collectively, the "Services").

f) The Services will be performed in a professional manner in accordance with generally accepted industry standards for the software consulting industry. If the Services fail to comply with this warranty, Ordering Activity will promptly notify PBSI in writing. The notice from Ordering Activity will specify in reasonable detail any alleged non-conformities in the Services and reasonable requirements for acceptance of the Services. Upon such notice, PBSI will, as Ordering Activity's sole and exclusive remedy, promptly re-perform any such Services. This warranty is effective for thirty (30) days following completion of the Services.

IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

g) Ordering Activity and PBSI will at all times be independent contractors for purposes of the Services and not agents, employees, co-venturers or partners. Each party will so represent itself to all other parties. Except as provided herein, neither party has granted to the other the right to bind it in any manner whatsoever. Each party assumes full responsibility for the actions of its personnel while performing services, herein, and will be solely responsible for their supervision, daily direction, control, and for the payment of all of their compensation and other employment related payments.

h) If the Services are performed as a time and materials engagement, PBSI does not represent that the Services will be completed within the number of hours specified herein. If Ordering Activity desires to retain PBSI to perform any

additional services or Services in excess of the hours set out in the Order for the specific Services, PBSI and Ordering Activity will each execute a new statement of work or project change request.

**6. Warranties; Disclaimers.**

- a) PBSI represents and warrants that it has the right to grant to Ordering Activity the rights granted hereunder.
- b) PBSI represents and warrants that during the Warranty Period the Licensed Products will perform all material functions set out in the Documentation for such Licensed Products and will otherwise operate in substantial accordance with such Documentation. If during the Warranty Period the Licensed Products fail to comply with this warranty, Ordering Activity will notify PBSI in writing of any alleged errors or non-conformities with the Licensed Products. PBSI will have thirty (30) days from receipt of such notice or an additional period of time as reasonably agreed to by the parties to correct such errors or non-conformities in accordance with the Support Guidelines. If PBSI is unable to timely correct such errors or non-conformities, Ordering Activity may elect to terminate the license to such Licensed Products. If Ordering Activity terminates the license to such Licensed Products during the Warranty Period in accordance with this Section, Ordering Activity will, as its remedy, receive a refund of all fees previously paid for such Licensed Products.
- c) PBSI DOES NOT WARRANT THAT THE LICENSED PRODUCTS WILL OPERATE ERROR-FREE OR THAT PBSI WILL CORRECT ALL PRODUCT ERRORS INCLUDING THOSE DESIGNATED AS MEDIUM OR LOW SEVERITY LEVEL ISSUES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THESE MANUFACTURER TERMS, THE LICENSED PRODUCTS ARE PROVIDED "AS IS" AND PBSI AND ITS THIRD PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PRODUCTS AND SERVICES FURNISHED UNDER THIS AGREEMENT, 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.
- d) PBSI WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED BY THE UNAUTHORIZED USE OF THE LICENSED PRODUCTS OR ACTS OF ABUSE OR MISUSE BY ORDERING ACTIVITY. IN ADDITION, PBSI WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE INTERRUPTION OR LOSS OF USE OF THE LICENSED PRODUCTS OR THE LOSS OR CORRUPTION OF ORDERING ACTIVITY'S DATA OR FILES PROCESSED OR STORED BY THE LICENSED PRODUCTS. THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM PBSI'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.
- e) THE LICENSED PRODUCTS MAY CONTAIN A DISABLING DEVICE OR DEVICE REQUIRING ENABLEMENT: (i) TO COMPLY WITH REQUIREMENTS OF REGULATORY AUTHORITIES; (ii) TO PREVENT USE OF THE LICENSED PRODUCTS BEYOND THE TERM OF A LICENSE IDENTIFIED IN AN ORDER OR ON A COMPUTER OTHER THAN THE COMPUTER AUTHORIZED IN AN ORDER; AND/OR (iii) TO PREVENT USE OF THE LICENSED PRODUCTS IN EXCESS OF ANY TRANSACTIONS (OR OTHER RESTRICTIONS) OR BY MORE THAN THE NUMBER OF USERS SET OUT IN AN ORDER.
- f) THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).



## EXHIBIT 1

### Flow Down Terms

#### 1. BING Terms of Use

All use of the Microsoft Bing Service is subject to the following Microsoft Bing Terms of Use.

The following terms govern your use of the BING Service (the "Service"). By accessing or using the Service, you are agreeing to the terms of the [Microsoft Bing Maps and MapPoint Web Service Terms of Use](#) (the "EULA") and the additional terms set forth below (collectively, the "Agreement"). Terms of Use for the Embedded Map Service also apply if you use the Service in your web sites or applications. DO NOT USE THE SERVICE UNTIL YOU HAVE READ AND AGREED TO THIS AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT, do not access or use the Service. Any conflict between the terms of the EULA and this license shall be resolved in favor of this license as it relates to Your use of the Service.

1. **Maintenance.** You may use the Service only with Licensed Products (as defined in the EULA) that are covered by a current maintenance agreement with PBSI.
2. **Limitations on Use of Virtual Earth.** You may not integrate Virtual Earth or any content of Virtual Earth with any Google or MapQuest mapping platform as the primary road mapping source. However, You may incorporate various data layers of types not available through the Services (for example, demographic or school location data).
3. **Limitations on sensor-based routing.** You shall not use the Service (a) to provide guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods (for example but without limitation GPS); or (b) to present or alert an end user to individual maneuvers of a route in any way that is synchronized with the end-user's sensor-based position along the route, (for example but without limitation, "real-time" route guidance that tracks end-user's position using GPS and communicates a maneuver as the end-user approaches the location for such maneuver).
4. **Limited Use of Birds Eye Imagery.** You may save, download, print, redistribute and transmit the bird's eye imagery in limited quantities. You may not reveal metadata from the bird's eye imagery, including the exact latitude, longitude, or altitude, to any third party. If you are any government entity, or agency or branch thereof (municipal, state, federal or other form of government and their equivalents in any jurisdiction) You may not use Bird's eye imagery of the United States unless you enter into an explicit agreement for such use, signed by a duly authorized representative.
5. **Limitations on Use of Road Traffic Data.** Road traffic data in the Services (the "Road Traffic Data") may only be used to calculate and/or derive Traffic Transactions (defined in this Section below) in order to deliver and display such Traffic Transactions on Internet-based web pages (or WAP or substantially similar wireless protocol-based pages, excluding messaging protocols such as email, SMS, MMS or other plain text or rich text messaging), subject to the following restrictions:
  - Road Traffic Data may only be used in combination with the Services and not separately. You may not deconstruct or mix and match the Road Traffic Data with traffic data from another supplier or associate or add any traffic data to or in combination with the Road Traffic Data.
  - You may only make available the Road Traffic Data for free, and only for the personal use of end users.
  - **ROAD TRAFFIC DATA MAY NOT BE LICENSED TO OR USED BY: (I) RADIO/TELEVISION STATIONS; (II) NEWSPAPER SERVICES; (III) ANY WEBSITES OWNED BY (I) AND (II); OR, (IV) ANY GOVERNMENT-SPONSORED TRAVELER INFORMATION SERVICES, INCLUDING, WITHOUT LIMITATION 511 SERVICES, CONSUMER WEBSITES, OR VARIABLE MESSAGE SIGNS ON ROADS.**
  - Road Traffic Data may not be licensed or used: (i) for television or radio broadcast; (ii) as part of or in conjunction with weather related services; (iii) for animation; (iv) for storing or the provision of continuously updated traffic data or alerts to end users, or (v) to develop a standalone (traffic only) traffic application.
  - Road Traffic Data may not be used on an Accurate Positioning Device. "Accurate Positioning Device" means a device or system with the capability to determine its physical location within a positioning accuracy of 200 meters or less. If a device which is not an Accurate Positioning Device based on the foregoing definition has the capability to transmit the Data to an Accurate Positioning Device, then such device will be considered an Accurate Positioning Device.

"Traffic Transaction" means the provision of any one of the following: (i) presentation of the Road Traffic Data on or related to a map which is presented through icon(s), text or voice; (ii) presentation of the Road Traffic Data in connection with driving directions, direct or indirect use of the Road Traffic Data to determine travel time for all or any portion of a route, and presentation of available traffic information along a route, all through icon(s), text or voice; (iii) direct or indirect use of the Road Traffic Data to calculate or create routes or alternate routes; and (iv) audio or textual presentation of the Road Traffic Data in a manner that does not involve use of a map or map information and which does not include (i) – (iii) above.

#### 2. Business Points Terms

Customer will use the Business Points Data solely for market research and analysis, including analysis of Customer's market for opportunities or competitive threats, assigning sales territories, or building sales and marketing strategies. Customer will not use the Business Points Data for direct marketing activities including direct mailing, telemarketing, or cold calling.

### **3. Canada Post Terms**

The following terms apply solely to your use of the Canada Post ("CP") data that is provided under license from the Contractor. These additional terms amend the Schedule Contract ("Agreement") between Contractor and the applicable licensee as indicated in the Agreement ("You"). Absent a signed Agreement, Your use of the CP Data constitutes acceptance of the terms set forth herein. Capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Agreement. The terms and conditions set forth below supersede any conflicting terms and conditions in the Agreement.

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 CP and shall remain the property of CP. You shall maintain the CP Data in strict confidence in accordance with the terms of the Agreement.

b) You 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) You are prohibited from: (i) modifying, improving, correcting, or enhancing the CP Data in any way; (ii) using the CP Data separate from the Licensed Product with which the CP Data is provided to you; or (iii) "service scrape" or "bulk download" CP Data or extract raw readable data from the CP Data.

d) You may only use the CP Data in batch processing. You are 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) You may use only the most updated version of the CP Data. You agree to immediately cease use and delete all copies of expired CP Data upon receipt of updated CP Data files.

f) You 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) THE CP DATA IS PROVIDED "AS IS" WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PITNEY BOWES SOFTWARE INC. OR CONTRACTOR NOR CP SHALL 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) Subject to applicable law, including the Contracts Dispute Act, as applicable, You shall promptly reimburse Contractor to full amount of awarded damages or other claims that Contractor is required to pay to CP which are a result of Your failure to comply with any of the obligations set out in these provisions .

i) Notwithstanding anything to the contrary elsewhere in the Agreement or any applicable order, the CP Data is not licensed on a perpetual basis, and may only be licensed for the limited term set out in the applicable order. You may elect to renew Your term license the CP Data to the extent Contractor continues to offer a license to the CP Data, for an additional term upon executing a new Purchase Order. Your license to the CP Data may be terminated if CP requires Contractor to terminate or suspend Your license if You are in breach of any the provisions set out herein. In the event a claim of breach, to the extent the CP regulations otherwise prohibit, Contractor will continue to perform under this Agreement pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement.

### **4. Demographic Data Terms**

If you are acquiring a license to any demographic Data Product, including but not limited to PSYTE Segmentation Data, you hereby represent that you are not an automobile manufacturer or dealer and are not an owner or marketer of lists of names and addresses or a provider of "list hygiene" services.

### **5. MapInfo Manager Terms**

Your license to MapInfo Manager permits installation only for the number of licensed copies, however, You are granted for each licensed copy of MapInfo Manager one (1) administrator license and three (3) editor licenses. You are permitted an unlimited number of users limited to viewing the catalog generated using the MapInfo Manager. Additional copies of MapInfo Manager, or additional administrator and/or editor licenses will be granted for an additional fee.

## 6. Royal Mail Data Terms

Definitions: For purposes of these Royal Mail Terms, the following definitions will have the following meanings:

**"Bureau Service"** means use of the PAF® Data, including, but not limited to, for purposes of Data Cleaning of a third party's database or other processing services on behalf of a third party;

**"Data Cleansing"** means the processing of existing data records using PAF® Data:

- (a) including validating, reformatting, correcting or appending additional data to those records, and
- (b) including the use of PAF® Data within address capture applications, but
- (c) not including Data Extraction (whether carried out by an address capture application or otherwise), and **Cleansed** shall be read accordingly;

**"Data Extraction"** means the extraction of PAF® Data or any part of it for the generation of new address records in a new or existing database;

**"End User"** means the Licensee set out in the Pitney Bowes license agreement;

**"Extracted Data"** means data generated as a result of Data Extraction;

**"PAF® Data"** means Royal Mail's database known as PAF®, and including the database known as the "Alias File";

**"Solution"** means the Pitney Bowes product or service or other solution which benefits from or includes PAF® Data (including the provision of PAF® Data itself), in whatever form, however produced or distributed and whether or not including other functionality, services, software or data;

**"Substantially All Database"** means a database which on its own or as part of another database comprises all or substantially all the addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland; and

**"User"** means an individual authorised by an End User to use a Solution.

### 1. End Users' permitted use of Solutions

End Users may *freely* use PAF® Data in Solutions in accordance with these End User Terms and the Pitney Bowes license agreement.

### 2. Conditions of use

- (a) End Users must not remove any notice relating to Royal Mail's intellectual property rights in PAF® Data. You acknowledge Royal Mail is the owner of the PAF® Data.
- (b) End Users may use PAF® Data for Data Extraction but Extracted Data:
  - (i) may only be accessed by Users, and
  - (ii) must not be supplied or any access to it provided to any third party.
- (c) End Users may provide Cleansed data to third parties provided that:
  - (i) where that supply is a Bureau Service, the End User and the customers of the End User acting as a Bureau Service comply with the restrictions in Exhibit 1 hereto, and
  - (ii) if such databases are Substantially All Databases:
    - (A) such databases are not represented or held out as a master, original or comprehensive address database or other similar description,
    - (B) the access is provided in the course of the End User's normal data supply or routine business activities and is not carried on as a business in its own right, and
    - (C) the provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF® Data.
- (d) End Users must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address details of third parties.
- (e) Except as set out in these End User Terms or the Pitney Bowes license agreement, End Users must not:
  - (i) transfer, assign, sell or license Solutions or their use to any other person,

- (ii) use Solutions to create a product or service distributed or sold to any third party which relies on any use of PAF® Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or copy, reproduce, extract, reutilise or publish Solutions or any of them.
- (iii) advertise or promote Solutions as endorsed or approved by Royal Mail.

### **3. Royal Mail's IPR notice**

The End User acknowledges that Royal Mail is the owner of the intellectual property rights in PAF® Data and the PAF® brand and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in these End User Terms.

### **4. Cessation of use of PAF® Data**

End Users must cease use of PAF® Data if their right to use PAF® Data is terminated and also destroy any copies of PAF® Data they hold.

### **5. PAF® use by Users**

End Users must ensure that:

- (a) these End User Terms bind their Users,
- (b) only their Users exercise the use rights of Solutions and PAF® Data granted to End Users further to these End User Terms, and in the event of termination or expiry of End Users' rights to use Solutions and PAF® Data, the rights of Users to use them also terminate.

## **EXHIBIT 1**

### **Bureau Services**

1. End Users performing Bureau Services further are subject to the terms and restrictions set out below and must ensure that they are observed by customers of the Bureau Service End User.
2. End Users must not supply or provide access to a Cleansed customer database to any person other than the relevant customer of the Bureau Service End User.
3. End Users may only supply or provide access to Cleansed customer databases to customers of the Bureau Service End User subject to the restriction on use of Cleansed data set out in paragraph 2(c)(ii) of the End User Terms and any terms set out in the Pitney Bowes license agreement.
4. The End User and a customer of the Bureau Service End User may use the following statement on its publicity and marketing material: "[Name] processes databases against Royal Mail's PAF® databases" provided that such use is reasonable.
5. The names of customers of the Bureau Service End User must be provided to Royal Mail on its request.

### **7. TomTom 6 Digit Canadian Postal Codes**

The 6 digit alpha\numeric Canadian Postal Codes ("Postal Codes") contained in any Licensed Products cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the Postal Codes must be wholly contained in the Licensed Products and will not be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, You may optionally correct or derive Postal Codes using the Licensed Products, but only as part of the address information for locations (e.g. of delivery points and depots) that have been set up in the Licensed Products, and optionally extract data for fleet management purposes.

### **8. UAM Loqate Terms**

Except where You have been specifically licensed to do so, and without limiting disclaimer set out in the warranty provision of the Schedule Agreement, You will not (a) use this Universal Addressing Module Loqate 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.

### **9. USPS Terms – DPV/LACS and SuiteLink Product**

The following terms apply solely to Your use of the United States Postal Service ("USPS") data that is provided under license from Contractor. These additional terms amend the Schedule Contract ("Agreement") between Contractor and the applicable licensee as indicated in the Agreement ("You"). Absent a signed Agreement, Your use of the USPS Data constitutes acceptance of the terms set forth herein. Capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Agreement. The terms and conditions set forth below supersede any conflicting terms and conditions in the Agreement.

- 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 shall remain the property of USPS. You shall maintain the USPS Data in strict confidence in accordance with the terms of the Agreement.
- b) You are 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) You shall not: (i) use the USPS Data or any of its technology to compile a list of delivery points not already in Your possession or to otherwise create a mailing list or portion thereof; (ii) rent, sell, distribute or otherwise provide any of your 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) You are not permitted to export the USPS Data outside the United States or its territories.

e) You agree and acknowledge 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) Reserved.

g) NEITHER PITNEY BOWES SOFTWARE INC ("PBSI"), CONTRACTOR, NOR THE USPS SHALL 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 SHALL CONTAIN DISABLING DEVICE(S) DESIGNED TO PREVENT USE NOT PERMITTED BY THIS LICENSE. PBSI shall document all disabling devices to You. In the event You encounter the "Stop DPV Processing" function, You shall contact PBSI in order to restore DPV processing capability. PBSI shall immediately notify USPS of Your name and address. At the sole discretion of the USPS, PBSI may not have the right to restore Your DPV processing capability.

i) You shall promptly reimburse PBSI to the full amount of any damages or other claims that Contractor is required to pay which are a result of Your failure to comply with any of the obligations set out in these provisions.

j) Notwithstanding anything to the contrary elsewhere in the Agreement or any applicable order, the USPS Data is not licensed on a perpetual basis, and may only be licensed for the limited term set out in the applicable order. You may elect to renew Your term license the USPS Data to the extent Contractor continues to offer a license to the USPS Data, for an additional term upon payment of the applicable renewal fees. Contractor shall have the right to terminate Your license to the USPS Data if (i) the USPS cancels PBSI's right to distribute the USPS Data, (ii) You are in breach of any of the foregoing provisions; or (iii) the Agreement or Order is terminated.

## **10. VeriMove/VeriMove Express Terms**

### **1. Your Obligation.**

a) You will comply with all applicable laws, rules and regulations with respect to the use of VeriMove or VeriMove Express (collectively, "VeriMove") and the data provided with VeriMove. You will also comply with any other requirements that may be imposed by the United States Postal Service ("USPS") with respect to NCOA/Link and Your use of VeriMove in conjunction with NCOA/Link.

b) You will provide any assistance reasonably requested by Contractor to confirm Your compliance with the obligations set out in the terms set forth herein.

### **2. License Restrictions.**

a) VeriMove will be used by You only in conjunction with the USPS' NCOA/Link data product 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") for delivery by the USPS.

b) You have no right to develop or use VeriMove or any NCOA/Link product, service, interface, or any related item or technology 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 or technology for the purpose of renting, selling, transferring, disclosing, making available or otherwise providing such information to an entity unrelated to You.

c) For the purposes of communicating with addressees on Your Mailing Lists and for the purpose of record-keeping, however, You are permitted to retain updated addresses so long as not used in violation of Section 2(b) above, 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 You and You may use them only for carrying out Your 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 Your customers or any other individual or entity.

e) VeriMove will only be used inside the United States. You will only use VeriMove to update Mailing Lists used to prepare Deliverables that will be deposited with the USPS.

f) You acknowledges:

(i) that USPS owns the NCOA/Link data, technology, and system in its entirety including that used in the development of VeriMove;

(ii) that USPS owns and retains rights in the trademark of NCOA/Link and in the registered trademarks UNITED STATES POSTAL SERVICE®, POSTAL SERVICE®, US POSTAL SERVICE®, AND USPS®;

(iii) that Contractor is providing VeriMove to You solely for use with the USPS' NCOA/Link Product under a nonexclusive, limited distribution license from the USPS; and

(iv) that the rights You obtains in this license are derived from PBSI's agreement with USPS and You obtain from Contractor no broader right than PBSI obtains from USPS, except as to Your specific right to use VeriMove to access the NCOA/Link data.

g) You acknowledges and agrees that You has no right to sublicense, sell, distribute, reproduce, or display USPS trademarks or sell VeriMove or other products under USPS' trademarks;

### **3. Termination.**

a) Your license to VeriMove may be terminated if (i) Your authorization code, issued by the USPS, as described herein, has expired or (ii) the USPS requires Contractor to terminate or suspend Your license if You are in breach of any the provisions set out herein. In the event a claim of breach, to the extent the USPS regulations otherwise prohibit, Contractor will continue to perform under this Agreement pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement.

b) Upon termination of the license to VeriMove, You will immediately cease use of VeriMove, purge VeriMove from its computer systems and return VeriMove to PBSI, including any copies, media, documentation thereto and technical related material thereof.

**4. Limitation of Liability.** Neither PBSI, Contractor nor the USPS will be liable for any design, performance or other fault or inadequacy of the NCOA/Link Product or for damages of any kind arising out of or in any way related to or connected with such fault or inadequacy. This disclaimer is in addition to any other disclaimers of warranties set out in the Schedule Contract.

**5. Reimbursement.** You will promptly reimburse Contractor to the full amount of any damages or other claims that Contractor is required to pay which are a result of Your failure to comply with any of the obligations set out herein.

### **11. Infutor Data Attribute Terms**

- You will not resell the Infutor Data Attributes (the "Infutor Data") without Contractor's prior written consent.
- Under no circumstances will the Infutor Data be used (a) as a source for modeling of, or determination of, consumer credit worthiness, consumer credit approval, a customer's eligibility for employment or insurance; nor (b) to advertise, sell or exchange any products or services that involve sexual paraphernalia; drug paraphernalia; adult films; adult recordings or adult magazines; weapons; credit repair services or other illegal or illicit activities.
- You will not use the Infutor Data as part of an application that provides names or phone number lookups to any entities which provide live-operator directory assistance services.

### **12. SAP HANA**

Spectrum Spatial and HANA are licensed as a bundle, and HANA cannot be used independently of Spectrum Spatial. HANA may be used with an unlimited number of Data Sources, however, all data extracted from all Data Sources stored or used with HANA must either be consumed or used by Spatial prior to use with HANA, as part of Licensee's business intelligence and analytics solutions. "Data Sources" means any software products and/or database instances for which Ordering Agency has secured an appropriate license.

### **13. World Postcode Points (MBI data)**

- i) You will refrain from modifying the World Postcode data set in such a way that these become suitable for navigation-systems or telematics applications.
- ii) Denmark data – You are not allowed to use the Denmark data within the World Postcode data set to generate maps for printed or digital telephone directories or for products that are similar to printed or digital telephone directories.
- iii) Norway Data- You are not allowed to use the Norway data within the World Postcode data set to generate printed or digital maps that are similar to the base national products of the Norwegian Mapping Authority.
- iv) Unless expressly set out in the specific order under which the World Postcode data set is licensed, You are prohibited from using the World Postcode data set to process the data of third parties.

**14. Reserved**

**15. GeoTAX, GeoTAX Matrix and Enterprise Tax Module**

The U.S. address coding software that is provided to You with the GeoTAX or Enterprise Tax Module (the "Tax Software") is licensed for use solely in conjunction with the Tax Software and will not be used independently of the Tax Software.

**16. CODE-1 PLUS INTERNATIONAL/UAM International and UAM Enhanced International**

The global database to the international addressing software product (the "Global Database") consists of data provided to Contractor by entities located in various countries and is provided by Contractor "AS IS" and "WHERE IS." Contractor does, however, warrant that it will provide to You each calendar quarter the most current Global Database it has available regarding each country for which You are otherwise entitled to receive such updates. CONTRACTOR DISCLAIMS ANY WARRANTY CONCERNING THE ACCURACY OF THE GLOBAL DATABASE OR ANY PORTION THEREOF. IN NO EVENT WILL PBSI OR CONTRACTOR BE LIABLE TO YOU FOR ANY DELAY IN DELIVERING UPDATES TO THE GLOBAL DATABASE OR ANY PORTION THEREOF OR FOR ANY FAILURE TO DELIVER THE MOST CURRENT GLOBAL DATABASE FROM ANY PARTICULAR COUNTRY RESULTING FROM THE ACTIONS OF ANY THIRD PARTY.

**17. Point Level Data.**

Upon expiration of the license term for any point level data sets licensed by You, unless the term is extended in accordance with the Schedule Contract or applicable Order, You will purge any data points appended to address records as derived from Points Data Set(s)

**18. The World Geocoding data set**

The World Geocoding data set contains data licensed from the GeoNames Project ([www.geonames.org](http://www.geonames.org)) provided under the Creative Commons Attribution License ("Attribution License") herein below. Your use of the GeoNames data (described in the Spectrum User Manual) is governed by the terms of the Attribution License, and any conflict between your agreement with Contractor and the Attribution License will be resolved in favor of the Attribution License solely as it relates to your use of the GeoNames data.

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## 1. Definitions

- a. **"Adaptation"** means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, arrangement of music or other alterations of a literary or artistic work, or phonogram or performance and includes cinematographic adaptations or any other form in which the Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this License. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this License.
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