

MASTER LICENSE AGREEMENT

(02/15)

This Master License Agreement (the "Agreement") is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between:

**Pitney Bowes Software Inc., a Delaware corporation ("PBSI" or Contractor)**  
**One Global View**  
**Troy, New York 12180**

**("Purchasing Entity")**

1. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

"**Affiliate**" means an entity that Controls, is Controlled by or is under common Control with a party;

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

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

"**Control**" means the ownership of more than fifty percent (50%) of an entity's stock or other voting interest;

"**Data Output**" means the maps, reports or other information generated by analyzing or processing Subscription Data, including geocode coordinates or address corrections appended to Licensee 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 any updates, upgrades, modifications, new releases and corrective programming to the Software, Subscription Data or Documentation 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 and used;

"**Licensee**" means Client, Purchasing Entity, or the Affiliate of Client identified in an Order that is authorized to use the Licensed Products identified therein;

"**Licensor**" means PBSI, Contractor, or the Affiliate of PBSI identified in an Order that is granting the license set out therein;

"**Licensed Products**" means the Software and Enhancements;

"**Maintenance Services**" means the services described in Section 8(b), below;

"**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 a Licensee licenses Licensed Products and obtains related services. Each Order will be in a format substantially similar to the form set out in Exhibit 1;

"**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 a Licensee 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 Licensee, such as an Affiliate;

"**Software**" means the computer software identified in an Order;

"**Subscription Data**" means data files, 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 Licensee 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 warranty period set forth in the Participating Addendum between Licensor and Licensee for Licensed Products and Maintenance Services.

2. Scope of Agreement; Orders by Licensee. From time to time during the term of this Agreement, Client may license Licensed Products and obtain Maintenance Services by entering into one or more Orders, which will become effective when executed by both parties. Each Order will constitute a separate contract between the parties, and will be governed in all respects by the terms of this Agreement and the applicable Order. By submitting an Order under this Agreement, Client Affiliate is deemed to agree to be bound by the terms of this Agreement. The term "Licensee" as used in this Agreement and the applicable Order will be deemed to refer to either Client or such Client Affiliate entering into the Order.

3. Grant of License. Subject to the terms and conditions of this Agreement and all Orders, Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the Licensed Products in accordance with the terms of this Agreement and the applicable

Order. 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 Section 8. The grant of rights to the Licensed Products is not a sale of the Licensed Products. Licensor and its third party providers reserve all rights not expressly granted by this Agreement.

#### 4. Use of Licensed Products.

a) Licensee 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 do not exceed the number of licenses purchased.

b) Licensee 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 Licensor, but may not be changed to a location outside the United States absent Licensor's prior written consent. If the Installation Site set forth in the Order is located outside of the United States, such Installation Site may be changed to another location within the original country upon notice to Licensor, but may not be changed to a different country absent Licensor's prior written consent.

c) Licensee may make a reasonable number of copies of the Licensed Products and Documentation solely for back up or disaster recovery purposes. Licensee 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 Licensee's disaster recovery procedures, Licensee 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) Licensee 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 Licensee on the authorized Computer(s). Thereafter, Licensee is permitted to install only the authorized number of licensed copies of the Licensed Products on the authorized Computers.

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

#### 5. General Use Restrictions.

a) Licensee 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 Section 4(c) or an Order; (iv) disclose the Licensed Products, Documentation or any other Licensor information marked confidential or proprietary to any third party; (v) sublicense, rent, lease, lend, or host the Licensed Products to or for other parties; (vi) attempt to unlock or bypass any initialization system, encryption methods or copy protection devices in the Licensed Products; (vii) modify, alter or change the Licensed Products; (viii) alter, remove or obscure any patent, trademark or copyright notice in the Licensed Products or Documentation; or (ix) use components of a Licensed Product independent of the Licensed Products they comprise.

b) Licensee 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) Licensee 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). Licensee may use Data Output to derive conclusions or recommendations that form part of Licensee's services to its customers, but Licensee may not provide Data Output as part of those services. Licensee 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).

#### 6. Fees; Payment Terms.

a) Licensee will pay to Licensor, or Licensor's authorized designee or agent, the license, maintenance, training and any other fees set out in an Order, and per the Master Agreement. All fees identified in an Order or this Agreement and any applicable taxes are due and payable within forty-five (45) days from the date of Licensor's invoice. Licensee will pay a late charge of one percent (1 %) per month or the highest amount permitted by law, whichever is less, on any fees not paid by the due date. Unless otherwise identified in an Order, all fees are stated in and will be paid in United States currency.

7. Indemnification. Licensor's indemnification obligations to Purchasing Entity are as set forth in the Participating Addendum.

8. Maintenance: Renewal of Term License.

a) Licensee will obtain Maintenance Services for Licensed Products for the initial term set forth in the Order and for the fees set forth therein. Following such initial term, Licensee may elect to purchase additional Maintenance Services in twelve (12) month terms at Licensor's then current rates in accordance with this Section 8, and the Master Agreement.

b) Maintenance Services consist of: (i) reasonable amounts of telephone support to assist Licensee 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, 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 Licensor 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 Licensee or an additional period of time reasonably agreed to by the parties, Licensee 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.

c) Maintenance Services for the Licensed Products may be terminated by Licensee prior to the end of a term upon notice to Licensor. Licensor may terminate Maintenance Services for the Licensed Products upon at least thirty (30) days written notice to Licensee prior to the end of any term and upon thirty (30) days written notice to Licensee for any superseded versions of the Licensed Products or if the Licensed Products are licensed for use on an operating system or Computer that is no longer supported by their developer or manufacturer.

d) If Licensee terminates or declines to renew Maintenance Services for the Licensed Products and subsequently elects to renew Maintenance Services, Licensee will pay to Licensor the fees for the subsequent twelve (12) month renewal term plus the applicable fees for the total period of non-maintenance.

e) Prior to the expiration of the term to any Licensed Products licensed on a limited term, Licensee may renew or extend the term license for such Licensed Products upon agreement by Licensor at the rate and duration set forth in a quote issued by Licensor, and per the Master Agreement. Licensee may issue Licensor a purchase order for such renewal as set forth in the quote, provided such purchase order will: (i) incorporate the terms of the Agreement and the applicable Order, as may be amended; and (ii) not introduce any

new terms. The parties agree that any pre-printed terms on such purchase order will have no force or effect, and Licensor hereby expressly disclaims any acceptance of such additional terms. If a Licensee has a term license to the Licensed Products, Licensee must renew the term license in order to purchase and obtain additional Maintenance Services for such Licensed Products.

9. Training: Services. In consideration of the additional fees for training set out in an Order, Licensee may attend the training class identified therein. Licensee must attend and, if the training is on-site at Licensee's location, permit Licensor to perform the training course prior to the expiration date set out in the Order. If Licensee fails to have any personnel attend the training class or permit Licensor to perform the training class prior to such expiration date, Licensor will not provide Licensee with a refund.

10. Warranties: Disclaimers.

a) Licensor represents and warrants that it has the right to grant to Licensee the rights granted hereunder.

b) Licensor 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 otherwise operate in substantial accordance with such Documentation. If, during the Warranty Period the Licensed Products fail to comply with this warranty, Licensee must notify Licensor in writing of any alleged errors or non-conformities with the Licensed Products. Licensor 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 Licensor is unable to timely correct such errors or non-conformities, Licensee may elect to terminate the license to such Licensed Products. If Licensee terminates the license to such Licensed Products during the Warranty Period in accordance with this Section, Licensee will, as its remedy, receive a refund of all fees previously paid for such Licensed Products.

c) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE LICENSED PRODUCTS ARE PROVIDED "AS IS" AND LICENSOR 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) LICENSOR 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 LICENSEE.

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.

11. Limitation of Liability. THE AMOUNTS OF THE LIMITATIONS OF LIABILITY OF THIS AGREEMENT SHALL APPLY ONLY IN EXCESS OF ANY INSURANCE TO BE MAINTAINED UNDER SECTION 12 OF THE PARTICIPATING ADDENDUM, AND NO INSURANCE POLICY SHALL BE INTERPRETED AS BEING SUBJECT TO ANY LIMITATIONS OF LIABILITY OF THIS AGREEMENT. NEITHER PARTY NOR PBSI'S THIRD PARTY SUPPLIERS WILL BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR LOST DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. LICENSOR'S MAXIMUM LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED \$1,000,000.00 EACH OCCURRENCE, OR \$2,000,000.00 GENERAL AGGREGATE.

12. Term; Termination.

a) This Agreement will commence as of the date set forth above and will continue in effect until terminated as set forth in this Agreement or as agreed to in writing signed by both parties. . Each Order or SOW will be effective as of the date set forth in such Order or SOW and will remain in effect until its expiration. Any Order entered into before the termination of this Agreement will remain in full force and effect for its entire term and this Agreement will remain in full force and effect for purposes of such Order until the termination of such Order, or in the case of perpetual licenses granted under an Order, for the duration of the license.

b) Upon: (i) expiration of a term license to any of the Licensed Products, unless such term license is renewed; (ii) termination or expiration of the license to any of the Licensed Products for any reason; or (iii) termination of an Order, Licensee will immediately cease use of the applicable Licensed Products and delete and/or remove all copies of such products from its servers, terminals and other computer systems and promptly return or destroy all copies of the Licensed Products, Documentation and any other Licensor confidential and proprietary information in Licensee's possession. If requested, Licensee will certify compliance with the foregoing in writing.

c) Sections 6 (Fees, Payment Terms), 10 (Warranties, Disclaimers), 11 (Limitation of Liability), 12 (Term, Termination), 16(e) (General), 17 (Applicable Law), 18 (Verification) and other sections that by their nature are intended to survive termination of this Agreement or an Order indefinitely or to the extent set out therein.

13. Force Majeure. Except for Client's payment obligations, neither party is responsible from any delay or failure to perform resulting from causes beyond its reasonable control.

14. Assignment. Licensee is not permitted to transfer or assign (by operation of law or otherwise) any of its rights or obligations under an Order or this Agreement without the prior written consent of Licensor, which consent will not be unreasonably withheld, delayed or denied. Any such transfer or assignment without Licensor's written consent will be void and of no force and effect.

15. Publicity. Subject to Licensee's consent, which will not be unreasonably withheld, delayed or denied, Licensor may prepare a press release, case study or other collateral regarding Licensee's

use of the Licensed Products. Otherwise, neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party except Licensor can use Licensee's name in Licensor's client list.

16. General.

a) No waiver of any breach of any provision of this Agreement or an Order by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or an Order will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

b) If any provision of this Agreement or an Order, or portion thereof, 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 or Order will remain in full force and effect.

c) If physical delivery of the Licensed Products is required, delivery of the Licensed Products will be FOB destination (within the United States). Licensor may, to the extent available, deliver the Licensed Products, Enhancements or key codes electronically via the Internet or permit Licensee to download the Licensed Products, Enhancements or key codes from Licensor's website.

d) Licensee agrees not to export, re-export, or provide the Licensed Products to: (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List; or (iv) any person or entity where such export, re-export or provision violates any U.S. Export control or regulation.

e) Each party will act as an independent contractor and employees of each party will not be considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither party may make any commitments binding on the other, nor may either party make any representation that they are acting for, or on behalf of, the other.

17. Applicable Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its principals of conflict of laws. In the event of any dispute arising out of or relating to this Agreement, a suit will be brought only in a federal or state court of competent jurisdiction located in Denver County in the State of Colorado

18. Verification. Upon ten (10) days written notice, Licensor or its designated third party may verify Licensee's compliance with the terms of the Agreement and applicable Order at all locations and for all environments in which Licensee uses the Licensed Products. Such verification will take place no more than one (1) time per twelve (12) month period during normal business hours in a manner which minimizes disruption to Licensee's work environment. Licensor may use an independent third party under obligations of confidentiality to provide assistance. Licensor will notify Licensee in writing if any such verification indicates that Licensee has used the Licensed Products in excess of the use authorized by the Agreement or Order. Licensee agrees to promptly enter into an Order and pay all associated fees directly to Licensor for: (i) any excess use; and (ii) maintenance and/or subscription fees for the excess use for the duration of such excess, or (2) two years, whichever is less.

19. U.S. Government Restricted Rights. If Licensee is an agency of the United States Government, the Licensed Products will be deemed "commercial computer software" or "commercial computer software documentation" and the Governments rights with

respect to such Licensed Products and Documentation are limited by the terms of this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

Agreed to and accepted:

CUSTOMER

PITNEY BOWES SOFTWARE INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT G-1

ORDER #

This Order #\_\_ (the "Order") to Master License Agreement # \_\_\_\_\_, and any amendments thereto (collectively, the "Agreement") is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between:

Pitney Bowes Software Inc., a Delaware corporation ("Licensor") ("Licensee")  
 One Global View  
 Troy, New York 12180

1. LICENSED PRODUCTS:

Licensed Products	Term of License	Number of Copies	Type of Operating System	Number of [Users] [Transactions] [Data Records]	Application

2. LICENSE AND MAINTENANCE/SUBSCRIPTION FEES:

Licensed Products	License Fees	Maintenance Fees (12 months)	Subscription Fees (12 months)

3. COMPUTER:

Manufacturer	Model Number	Serial Number	Number of Processor Cores	MIPS/MSUs

4. INSTALLATION SITE(S):

5. TRAINING:

Class (at Licensor location)	Number of Students	Fee	Expiration Date

6. ADDITIONAL PROVISIONS:

7. GENERAL:

A. The terms of this Order, including the license or rights granted herein and applicable fees, are conditioned upon Licensee's execution and Licensor's receipt of this Order by \_\_\_\_\_. If Licensee fails to execute and return this Order to Licensor by such date, Licensor may, in its sole discretion, decline to honor the terms of this Order, including the fees and license set out herein.

B. The Agreement is supplemented as set forth herein. Otherwise, all the terms and conditions of the Agreement not amended herein will remain in full force and effect and are incorporated herein.

Agreed to and accepted by:

Licensor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Licensee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_