

Pitney Bowes Software Inc. and Data End User License Agreement

IMPORTANT: DO NOT OPEN THIS PACKAGE OR INSTALL OR USE THIS PRODUCT UNTIL YOU HAVE READ AND AGREED TO THIS LICENSE AGREEMENT. This is an agreement between you and the Pitney Bowes Software Inc. Corporation (“PBSI”). By breaking the seal and opening this package or by clicking next to “I ACCEPT THE TERMS IN THE LICENSE AGREEMENT” in an installation process, you are agreeing to the terms of this Software and Data End User License Agreement and your Order Form (collectively, the “Agreement”). IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT, do not open the package or, if you are viewing this message at installation, click next to “I DO NOT ACCEPT THE TERMS IN THE LICENSE AGREEMENT” and terminate the installation process. You may receive a full refund for this product by returning the media and accompanying materials within thirty (30) days of receipt to PBSI or its authorized reseller. If you and PBSI signed a separate license agreement for these products, the terms of the signed agreement, to the extent they are additional or inconsistent, supersede the terms of this Agreement.

This license permits you to use the Products for your internal business purposes only.

- You may not provide these products to third parties or perform commercial services for third parties using these products.
- You may not use these products in an application service provider model, except as provided below.
- You may install the Products only for the number of named users or the server or processor capacity specified in your Order Form.
- You may not make derivative works of the Products.
- Product-specific limitations are included in section 11(h).

Capitalized terms used in this Agreement have the meanings assigned to them in section 11(j) or elsewhere in this Agreement. The terms “Customer”, “you” and “your” refer to the entity or person who purchased this license. “PBSI” or “We” “us” and “our” refer to Pitney Bowes Software Inc. Corporation.

1. License Grant; Ownership.

a. License. Subject to your compliance with the terms and conditions of this Agreement (including the payment of all required fees), PBSI grants you a limited, non-exclusive, non-transferable right and license to install and use the Products in accordance with the terms of this Agreement. We are not selling the Products to you. PBSI and its third party providers retain title to and ownership of the Products (and any portion thereof) and Documentation. PBSI and its third party providers reserve all rights not expressly granted to you under this Agreement.

b. Entitlement. Upon purchase, PBSI will create, on your behalf; an Entitlement representing your rights to activate licenses for certain designated PBSI products. An Entitlement allows you to receive a license by activating the products specified within the Entitlement in accordance with the instructions provided with those Products. Each activation within an Entitlement may only be used once. Exceeding the number of activations to which you are entitled may result in additional license fees, or may prohibit the Product from operating.

2. Use Rights; License Types.

a. Generally. You may use the Products solely for your internal business purposes subject to the restrictions in this Agreement. The Section entitled “Product-Specific Terms” contains special use rights and restrictions for particular Products. The term of the license we grant to you for the Products is perpetual unless you expressly specify otherwise in this Agreement, on the Order Form, or in a written amendment to this Agreement.

b. Named User Licenses. You may install and use Products on an individual Device or on a Server, so long as the number of Devices on which you install the Products or the number of Named Users permitted to access the Products from the central Server does not exceed the number of Named Users specified on the Order Form.

c. Concurrent User License. You are allowed an unlimited number of installs of the Product but the number of users who can simultaneously access the Product are limited to no more than the number of licenses purchased.

d. Server Licenses.

i Power Unit and CPU Licenses. You may install the Products on one or more Servers so long as the aggregate number of Power Units or CPUs in all processors in those Servers does not exceed the number of Power Units or CPUs specified on the Order Form.

ii Single Application User or SAU Licenses. You may install the Products on one or more central Servers as part of a single application that operates with the Products. The number of individuals in your organization with access to the application may not exceed the number of Single Application Users specified on the Order Form. To use Products with additional applications, you must acquire additional Single Application User licenses or purchase a Power Units or CPU license.

iii Development Licenses. If you have a Power Unit, CPU or SAU license, you may install Products on additional Servers with up to the aggregate number of CPUs, Power Units or SAUs permitted under that license solely for testing and development of your applications that work with our Products. For example, if you have a 2 CPU license, you may install the products on an additional 2 CPUs for development and testing.

iv. Transaction Licenses. You may install Products on one or more Servers to conduct the number of Transactions that you have licensed on the Order Form. A Transaction License terminates at the end of the License Term specified on the Order Form and makes the Product licensed on a Transaction basis a Limited Term Product. A “Transaction” is defined as a user query to and successful response from the Products. If you have purchased a Transaction License, you agree to purchase the number of Transactions specified on the Order Form. You may purchase additional Transactions at the then-current Transaction rate, which will begin a new annual Term. You will be provided a pro-rated credit for unused maintenance and support at the time of purchase. Transactions purchased may not be carried over into subsequent annual periods. YOU MUST CONNECT YOUR APPLICATION RUNNING ENVINSA ON A TRANSACTION BASIS TO THE PBSI TRANSACTION SERVER TO MONITOR AND REPORT TRANSACTION CONSUMPTION.

v. Asset Tracking License. You may purchase Envinsa on an Asset-Tracking basis. The definitions and license restrictions are set forth in a separate rider that must be executed by both parties and incorporate the terms of this Agreement by reference.

e. Backup Copies. You may make a reasonable number of copies of the Products solely for backup or disaster recovery purposes. You must maintain PBSI and third party licensor information, including copyright notices, on backup copies and keep the copies in a secure location. If you have a

Server License, you may install the Products on a backup Server to be used only when your main Server is inoperable and only so long as the number of Power Units, CPUs or SAUs on the backup Server does not exceed what is licensed on the Order Form. Backup copies and additional installations may require additional activations within an Entitlement or additional Entitlements, which may result in additional fees.

3. **General Use Restrictions.** You may not: (i) reverse engineer, decompile or disassemble the Products; (ii) make Derivative Works of the Software Products; (iii) make copies of the Products, except as permitted in Section 2(e); (iv) sublicense, rent, lease, lend or host the Products to or for other parties; (v) install and/or use components of the Products separately and independently of the Products they comprise unless otherwise permitted; (vi) use Products to translate a third party's products unless you have the legal right to do so; (vii) attempt to unlock or bypass any initialization system, encryption methods or copy protection device we incorporate in the Products; (viii) alter, remove or obscure any patent, copyright or trademark notice contained in the Products; (ix) use the Products in a "concurrent use" or "floating license" manner unless you have purchased the Entitlement for this license model; or (x) use the Products in revenue-generating Internet-based services as an Application Service Provider ("ASP") without an amendment to this Agreement signed by both parties. Notwithstanding the foregoing, if you have a Server License, you may use the Products in Internet applications or services that you provide free of charge either to the public or your customers solely to market your products or services provided you purchase Maintenance and use the most current version of the Products.

4. **Additional Restrictions: Data Products.**

You may use Data Products to produce Data Output internally for your business purposes and you may deliver the Data Output to third parties solely to market your products or services. You 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 evaluating your products or services. You may use Data Products to derive conclusions or recommendations that form part of your services to third parties, but you may not provide Data Output or Data Products as part of those services. You may translate Data Products into other data formats so long as your use of the Data Products in all formats does not exceed the limits of this Agreement. You may not: (i) give third parties access to the data Products or perform services for third parties using the data Products on a Service Bureau basis; (ii) distribute or display to any third party the numerical cluster codes or the longitude and latitude or "x,y" coordinates contained in the Data Output; (iii) sell or provide Data Output to third parties as part of your products or services unless you and we agree in writing; (iv) use the Data Products in an Automatic Vehicle Location System which you provide for use by third parties; or (v) download to a desktop computer or client-side machine any Data Products or portions of Data Products that you have licensed from us on a Server License.

5. **Updates; Maintenance; Technical Support; Services.**

a. **Data Updates.** If you have purchased an update subscription for data Products and paid the applicable annual fees, we will deliver updates to those Products with the frequency and for the period specified on the Order Form. Data updates replace data Products you initially licensed from us and that made you eligible for the data update.

b. **Software Maintenance.** If you have purchased maintenance and paid the annual fees for particular software Products, PBSI will deliver updates and upgrades to those Products as they become commercially available. We do not guarantee that we will update or upgrade software Products on any particular schedule. Upon delivery, updates and upgrades will be considered "Products" for all purposes hereunder. Updates and upgrades replace Products that you initially licensed from us and that made you eligible for the update or upgrade.

c. **Technical Support.** If you have purchased technical support from us, we will provide you with the technical support described on our web site at <http://www.pbinsight.com/>.

d. **Services.** PBSI will provide basic services such as pre-installation preparation, on-site installation and post-installation review as set forth in the Order Form ("Services"). Enhanced customization or software development services require a separate professional services agreement. PBSI retains all right, title and interest in and to all intellectual property that it generates, conceives or develops as part of the Services, including, without limitation, inventions conceived or reduced to practice and any resulting patents, and any works of authorship in any form of expression including, without limitation, manuals and software ("PBSI Materials"). Your use of PBSI Materials is subject to all the restrictions applicable to Products. Any changes to the Services must be approved by both parties in writing and may involve an increase in cost or time estimated to complete the Services.

6. **Confidentiality.** (a) From time to time, either party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party"), whether orally or in physical form, confidential or proprietary information concerning the disclosing party and/or its business, products or services ("Confidential Information") in connection with this Agreement. The Receiving Party agrees that during the term of this Agreement and thereafter: (i) it will use Confidential Information belonging to the Disclosing Party solely for the purposes of this Agreement; and (ii) it will take all reasonable precautions to ensure that it does not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party's employees and/or professional advisors who need to know the Confidential Information for purposes of carrying out this Agreement and who are bound by obligations of confidentiality to the Receiving Party) without first obtaining the Disclosing Party's written consent. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party. These confidentiality obligations will expire 3 years after the termination or expiration of this Agreement. The Recipient will be responsible for any breach of this Section by its employees, representatives, and agents. (b) **Exclusions.** For purposes hereof, "Confidential Information" will not include any information that the Receiving Party can establish by convincing written evidence: (i) was independently developed by the Receiving Party without use of or reference to any Confidential Information belonging to the Disclosing Party; (ii) was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party; or (iii) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of the Receiving Party). (c) **Required Disclosures.** If the Receiving Party is required to disclose Confidential Information under order of a court or any government agency, the Receiving Party will promptly notify the Disclosing Party in writing of such order unless prohibited by law and cooperate with the Disclosing Party to secure confidential treatment of the Confidential Information.

7. **Warranties.**

a. **Limited Product Warranty.** We warrant that the media containing the Products will be free from material defects for a period of ninety (90) days from the date we ship the Products to you. To the maximum extent permitted by law, any warranties that the law imposes will be similarly limited in scope and duration. This warranty does not apply if the defects result from accident or abuse by someone other than us. If you notify us during the warranty

period that a Product does not satisfy this warranty, then we may elect to either return to you the initial price you paid for the license, or repair or replace the Product. To the maximum extent permitted by law, this is your exclusive remedy for the failure of any Product to meet this warranty.

b. DISCLAIMER. WE DO NOT WARRANT THAT THE PRODUCTS WILL OPERATE ERROR-FREE OR THAT WE WILL CORRECT ALL PRODUCT ERRORS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WITH RESPECT TO PRODUCTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE EXPRESSLY IDENTIFIED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, ACCURACY, RELIABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR ENTIRE LIABILITY, AND YOUR ONLY REMEDY, FOR A BREACH OF A WARRANTY WILL BE EITHER REPAIR OR REPLACEMENT OF THE PRODUCT AT ISSUE, OR RETURN OF THE FEES YOU PAID FOR THE PRODUCT OR SERVICES.

8. Indemnification; Liability.

a. Indemnification. We will defend and indemnify you for a claim by an unaffiliated third party that the Products infringe that party's patent, copyright or other intellectual property right issued and existing as of the Effective Date, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that we pre-approve in writing; provided that you promptly notify PBSI in writing of any such claim, give us reasonable cooperation, information, and assistance in connection with it, and consent to PBSI's sole control and authority with respect to the defense, settlement or compromise of the claim. We will not be obligated under this section if the infringement results from: (i) your use of a previous version of a Product that would have been avoided had you used the current version of the Product; (ii) your combining the Products with devices or products not provided or authorized by PBSI, (iii) use of the Products in applications, business environments or processes for which the Products were not designed or contemplated, and where use of the Products outside such application, environment or business process would not have given rise to the claim, (iv) corrections, modifications, alterations or enhancements that you make to the Product; (v) use of the Products by any person or entity other than you or your employees; or (vi) your willful infringement.

b. Enjoined Use. If we believe a Product may be or is subject to an infringement claim, or if a court of competent jurisdiction enjoins your use of a Product as a result of an infringement claim, we may, at our expense and our discretion: (a) procure for you the right to continue using the Product; (b) modify the Product to make it non-infringing; or (c) replace it with a functional non-infringing equivalent. If we believe that none of these options is reasonably available, then we may terminate the license to the allegedly infringing Product and our sole liability will be to refund to you the license fees you paid for such Products, prorated over a five (5) year period from the date of their delivery to you.

c. Customer Indemnification. You will defend, indemnify and hold PBSI and its third party licensors harmless from any and all liabilities, damages, losses, expenses, demands, claims, suits or judgments, including reasonable attorneys' fees, costs and expenses arising from your unauthorized use of any Product. PBSI will promptly notify you in writing of any such claim, give you reasonable cooperation, information and assistance in connection with it, and consent to your sole control and authority with respect to the defense, settlement or compromise of the claim. Neither PBSI nor its third party licensors will be responsible for any direct or indirect loss or damage that may result from such unauthorized use.

d. LIMITATION OF LIABILITY. PBSI AND ITS THIRD PARTY LICENSORS WILL NOT BE LIABLE IN ANY EVENT TO YOU OR ANY OTHER PERSON, REGARDLESS OF THE CAUSE, FOR THE EFFECTIVENESS OR ACCURACY OF THE PRODUCTS, FOR THE COST OF PROCURING REPLACEMENT GOODS OR SERVICES, OR FOR LOST PROFITS OR LOST SALES, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, MULTIPLE OR CONSEQUENTIAL DAMAGES ARISING FROM OR OCCASIONED BY YOUR USE OF THE PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

e. MAXIMUM LIABILITY. IN ANY EVENT, PBSI'S MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE FEES YOU HAVE PAID WITH RESPECT TO THE PRODUCTS OR SERVICES AT ISSUE.

f. APPLICABILITY OF DISCLAIMERS AND LIMITATIONS. You agree that PBSI has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations in this section and that these disclaimers and limitations allocate risk between you and PBSI and are an essential part of the bargain between us.

9. Audit/Reporting. Upon five (5) business days written notice, we may audit your use of the Products at your place(s) of business during normal working hours. Additionally, within thirty (30) days after receiving our written request, you will give us a written certification, in a form that we provide and signed by an officer of your organization that you are complying with this Agreement. PBSI will make no more than one audit and/or one certification request in any twelve (12) month period. If our audit or your certification reveals that your actual use of the Products exceeds your licensed use or is otherwise not compliant with this Agreement, you will purchase Product licenses for your unlicensed use and, if the excess is greater than five per cent (5%), pay all our reasonable costs related to the audit.

10. Term; Termination.

a. Termination. If you breach the terms of this Agreement and fail to cure the breach within thirty (30) days after receipt of written notice of the breach, PBSI may immediately terminate this Agreement (including all licenses granted hereunder) with no further obligation to you. When a license for any Product terminates for any reason, you must destroy the Product and all copies and, if we request, certify to us in writing that you have done so.

b. Limited Term Products. The term of the license we grant you for certain Products may be limited and will be specified on the Order Form ("Limited Term Products"). When the license for a Limited Term Product expires, you must (i) stop using the Limited Term Product and remove all copies of it and any Derived Data based on it from all computers and Servers on which it has been installed, (ii) destroy all copies of the Limited Term Product in your possession, and (iii) if the license is for PSYTE or MRI Data, remove all reports, listings or computer files that identify the unique relationship between a person, household or neighborhood geographic unit (such as a Block Group or ZIP code) and its PSYTE Cluster from all personal computers and Servers on which they have been installed. Limited Term Products include, without limitation, PSYTE, MRI data, PSAP Pro, WinSITE, Perform and Envinsa Transaction-based, Named User SAU and Asset-Tracking license models.

11. Miscellaneous.

a. Entire Agreement; Amendment. This Agreement and the documents referred to in this Agreement, including the Order Form, constitute the entire and only agreement and understanding between the parties relating to the Products and supersedes all prior or contemporaneous agreements. The terms of this Agreement supersede the terms in any purchase order or other document you give us. This agreement may be modified only in a writing signed by you and PBSI.

- b. Governing Law.** The laws of the State of New York, U.S.A. will govern this contract and any interpretation of it. New York's principles of conflicts of law and the U.N. Convention on Contracts for the International Sale of Goods will not apply. You agree to exclusive jurisdiction of New York State federal and state courts sitting in Albany or Rensselaer counties for resolution of any dispute related to this Agreement.
- c. Waiver; Severability.** Either party's failure to enforce any provision of this Agreement will not constitute a waiver of the provision or of the party's right to enforce the provision. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected or impaired in any way. If the provision in question would be valid or enforceable if modified, then the provision will apply with the modification necessary to make it valid and enforceable.
- d. Notices.** Any notices sent to a party to this Agreement must be in writing, addressed to the party at the address on the Order Form or any other address that the party specifies from time to time, and will be deemed given if delivered personally, via facsimile, regular mail, nationally-recognized overnight courier or by registered or certified mail. Notices will be deemed received in the case of personal delivery or facsimile on the date when delivered or faxed, in the case of overnight courier on the date delivered, and in the case of regular, registered or certified mail three (3) days after deposit with the postal service.
- e. Assignment.** You may not assign, sublicense or transfer your rights or delegate your obligations under this Agreement without our written consent. Any attempt by you to transfer this Agreement without our consent will be void, the transferee will acquire no rights whatsoever, and PBSI will not be required to recognize the transfer. This provision limits both the right and the power to transfer this Agreement and the rights hereunder.
- f. Force Majeure.** PBSI will not be deemed in default under this Agreement as a result of any delay in the performance of its obligations due to causes beyond its reasonable control.
- g. Export.** You agree not to export, reexport, or provide the 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, reexport or provision violates any U.S. Export control or regulation.
- h. Product-Specific Terms.** If you purchase a license for any Product named below, you agree to the following additional terms, as applicable.
- (i) **Aerial Imagery.** If you create graphic images using AirPhotoUSA's aerial imagery or eDOQmapper imagery and post them to your Internet site, you will ensure that they are in a static format that does not allow copying or downloading of the image. You may not post these graphic images to any third party's Internet site.
- (ii) **AnySite.** If you receive Envinsa or Envinsa OnLine Services for geocoding with AnySite, you may use Envinsa only with AnySite, only for the purpose of geocoding addresses, and only for the geographic area indicated on the Order Form. Envinsa and Envinsa OnLine Services are licensed on a Limited Term basis for use with AnySite, so you must renew your AnySite update subscription annually for continued use of Envinsa or Envinsa OnLine.
- (iii) **AnySite Online.** If you have subscribed to AnySite Online, your use of this Product is not governed by the terms of this license, but is governed by the terms and conditions of the AnySite Online click-through license agreement you must agree to prior to accessing the Product.
- (iv) **Business Points Data.** You may use Business Points Data solely for market research and analysis, including analysis of your market for opportunities or competitive threats, assigning sales territories, or building sales and marketing strategies. You may not use Business Points Data for direct marketing activities including direct mailing, telemarketing, or cold calling.
- (v) **Delivery Point Validation ("DPV").** You may use DPV solely to determine whether particular mailing addresses in your possession are valid. You may not use DPV to compile a list of delivery points not in your possession prior to using the Product, or create other derivative products based upon information received through or from DPV. No portion of the DPV product or any address lists or other records that contain address attributes updated or derived through DPV processing may be rented, sold, distributed or otherwise provided in whole or in part to any third party for any purpose.
- (vi) **Demographic Data.** 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.
- (vii) **Envinsa.** Notwithstanding anything to the contrary contained elsewhere in this Agreement, if you have purchased Envinsa and licensed Data Products for use with Envinsa, you may display Data Output in your applications. You must prohibit your customers from selling, sublicensing or disclosing the Data Output to additional parties and from using the Data Output for any purpose other than as part of your application(s). If you use Envinsa as an ASP, you must license Envinsa on a Transaction or Asset-Tracking basis. You may not use Envinsa licensed on a CPU basis as an ASP.
- (viii) **Envinsa OnLine Services for MapInfo Professional users.** If you have purchased Transactions for Envinsa OnLine Services through MapInfo Professional, your use of Envinsa is governed by the terms and conditions of the Envinsa On Line Services click-through license agreement you must agree to prior to accessing the service.
- (ix) **Location Intelligence Component.** The Location Intelligence Component ("LIC") contains a set of integrated Products, including software and sample data sets. The Products included in the LIC may be used only with the LIC, and may not be used to enhance or develop any other applications. You may access the Products to enhance the functionality of the LIC. However, any enhancements are done at your own risk. We have no obligation to support enhancements you develop, and make no guarantee that such enhancements may be inherited by future versions of the LIC.
- (x) **MapInfo Discovery.** You may not use MapInfo Discovery to transmit or otherwise make available to any other person a map that contains or is created using our Data Products, unless (a) such other person has a valid Named User or Server License for the Data Products or (b) you have a valid Server License that authorizes you to display the maps to such other person.
- (xi) **MapMarker, MapMarker PLUS and Routing J Server for local governments.** If you are a local government and license these Products for a geographical area equivalent to a county, you may use data only for the county for which you are licensed, even if PBSI delivers a dataset for an entire state.
- (xii) **MapMarker Streets, MapMarker Plus Streets.** If you have licensed MapMarker Streets or MapMarker Plus Streets on a server basis, you may use the Product only within your organization, and not on a public-facing or customer-facing Internet application.
- i. U.S. Government Restricted Rights.** If you are an agency of the United States Government, you agree that Product(s) are "commercial computer software" or "commercial computer software documentation" and the Governments rights with respect to such software documentation are limited by the terms of this License Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.
- j. Definitions.** "Application Service Provider" means an entity or person who hosts a computer application and provides third parties access to its functionality over the Internet or other network. "Automatic Vehicle Location System" means a vehicle-installed system containing one or more of the following: (i) a storage device to hold Data Products or portions thereof, (ii) a gyroscope, or (iii) a device to detect vehicle wheel rotation. "CPU" means a central processing unit in a computer regardless of its megahertz capacity. "Data Output" means the maps, reports or other information that you generate by analyzing or processing Data Products, including geocode coordinates or cluster segmentation assignments appended to your database records. "Derived Data" means the result generated by combining, or performing mathematical calculations on, variables or fields of Data Products, extracting subsets of Data Products, and combining Data Products or portions of them with your data or third party data. "Derivative Works" means a work that is based upon, or that

translates, recasts or adapts a Product. “**Device**” means a single personal computer, laptop, workstation, terminal, personal digital assistant, or other computing device. “**Documentation**” means the user documentation that accompanies the Products. “**Effective Date**” means the date when the parties entered into this Agreement. “**Entitlement**” is a proof of purchase of a particular type and number of Licenses. “**Maintenance**” means PBSI’s delivery to you of updates or upgrades to Software Products as they become commercially available. “**Named User**” means a single named person. “**Order Form**” means the order form attached to this license or other ordering documentation such as your purchase order. “**Power Unit**” means one megahertz of power in a CPU. “**Products**” means the Software Products or Data Products we license to you under this Agreement. “**Server**” means a computer with one or more central processing units that provides services to other computers over a network. “**Server License**” means a Power Unit, CPU or SAU license. “**Service Bureau**” means a data processing center performing processing, cleansing, analysis and other services on data for third parties. “**Single Application User**” or “**SAU**” means a single named person or Device authorized to access a single application.

TERMS GOVERNING USE OF THE MICROSOFT BING® SERVICE

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 located at <http://go.microsoft.com/?linkid=9710837> (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).