

Canada Post License Terms for use of the CP Data

(Last modified February 11, 2020)

The following terms apply solely to your use of the Canada Post (“CP”) data that is provided under license from Pitney Bowes of Canada Ltd. (“PBC”) and its licensors. These additional terms amend the Agreement between PBC and 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 PBC AND ITS LICENSORS 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) Notwithstanding any provision set out in the Agreement regarding any limitation of liability, You shall promptly reimburse PBC to the full amount of any damages or other claims that PBC is required to pay, and shall otherwise hold PBC harmless from demands, costs and damages paid to third parties, 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 to the CP Data to the extent PBC continues to offer a license to the CP Data, for an additional term upon payment of the applicable renewal fees. PBC shall have the right to terminate your license to the CP Data if (i) CP cancels PBC's or its licensors' right to distribute CP Data, (ii) you are in breach of any of the foregoing provisions; or (iii) the Agreement or applicable Order is terminated.