



SOFTWARE AND DATA EDUCATIONAL END USER LICENSE AGREEMENT

IMPORTANT: IMPORTANT: DO NOT INSTALL OR USE THE PRODUCTS UNTIL YOU HAVE READ AND AGREED TO THIS LICENSE AGREEMENT. This is an agreement between you ("Licensee") and Pitney Bowes Software Inc. ("PBSI"). If you are located in a geography outside the United States, PBSI will mean the Affiliate of PBSI operating in your geography identified on the Order Form. By clicking next to "I ACCEPT" prior to installing the Products or by executing an Order Form, you are agreeing to the terms of this Software and Data Educational End User License Agreement (the "Agreement"). IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT, click next to "I DO NOT ACCEPT" and terminate your installation of the Products. 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. The terms "you" and "your" refer to the Licensee who obtained this license. "PBSI" or "us" and "our" refer to Pitney Bowes Software Inc. or its Affiliate.

1. Definitions.

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

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

"Data Products" means those sets of compiled data that you license from PBSI and that are listed on the Order Form;

"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 assigned to a specific Named User;

"Documentation" means the current technical and user documentation for the Products. The Documentation may be modified from time-to-time to incorporate Enhancements;

"Effective Date" means the date when the parties entered into an Order Form;

"Enhancements" means the updates, upgrades, modifications, new releases and corrective programming to the Products and Data Products that are provided as part of Maintenance Services;

"Enterprise License" means a license to install and use the Products on up to five hundred (500) Devices on all campuses within Licensee's educational system, and includes the right of Licensee's students enrolled in classes in which Products are used to install the Products on their Devices;

"Maintenance Services" means PBSI's delivery to you of Enhancements as they become commercially available and telephone support in accordance with this Agreement;

"Named User" means a single named person or a Device;

"Order Form" means the document pursuant to which you license the Products from PBSI and obtains related services;

"Products" means the Software Products or Data Products we license to you under this Agreement as set forth in an Order Form;

"Server" means a computer with one or more central processing units that provides services to other computers over a network;

"Software Products" means the object code form of executable computer programs that PBSI licenses to you under an Order Form; and

"Support Guidelines" means the then current technical support guidelines for the Products;

"Warranty Period" means the ninety (90) day period following initial delivery of the Products.

2. Limited License Grant/Restrictions.

a. **License.** PBSI grants to Licensee a non-exclusive, nontransferable, limited Enterprise License to use the Products set forth on an Order Form and the corresponding Documentation during the Term for the limited purposes set forth herein and subject to the terms and conditions of this Agreement and the Order Form. The grant of rights hereunder to the Products is not a sale of the Products. Licensor and its third party providers reserve all rights not expressly granted by this Agreement.

b. Restrictions. Licensee may use Products solely for educational purposes ("Education Use") for the number of authorized Devices. "Education Use" is use of or access to the Products by Licensee's instructors and/or students for classroom instructional use, directly related project work and/or laboratory instructional purposes in an accredited degree program within the Licensee institution. Licensee will require that each student sign a document acknowledging that his or her rights to use the Products are governed by this Agreement and the Order Form and agreeing to uninstall the Products from his or her Device promptly upon the conclusion of the course for which the Products were used. Licensee may not use Products for Licensee's general business purposes, including, without limitation, funded research, recruiting, alumni affairs, facilities management, fund raising, or for training end users in the use of PBSI Products. In addition to the terms of this Agreement and the Order Form, product-specific license terms applicable to certain Products can be found at <http://www.pb.com/license-terms-of-use/>, and are hereby incorporated into this Agreement by reference.

c. General Use Restrictions. Licensee will not: (i) make Derivative Works of the Products; (ii) reverse engineer, decompile or disassemble the Products or any portion thereof; (iii) make copies of the Products or Documentation except as otherwise authorized in this Agreement or an Order; (iv) disclose the Products, Documentation or any other PBSI information marked confidential or proprietary to any third party, or sublicense, rent, lease, lend, or host the Products to or for other parties; (v) attempt to unlock or bypass any initialization system, encryption methods or copy protection devices in the Products; (vi) modify, alter or change the Products; (vii) alter, remove or obscure any patent, trademark or copyright notice in the Products or Documentation; (viii) use components of a Product independent of the Products they comprise; or (ix) use the Products within or in conjunction with in-flight navigation or any vehicle navigation system providing turn-by-turn directions.

3. Term; Termination.

a. Term. The Term of this Agreement will commence on the Effective Date and will continue for a period of one (1) year ("Initial Term"). This Agreement will renew automatically for successive one (1) year terms ("Renewal Term"), unless either party provides written notice of termination to the other prior to the end of the Initial Term or any Renewal Term. PBSI may terminate Licensee's license without cause upon thirty (30) days prior written notice.

b. Termination. Upon: (i) expiration of the Initial Term or Renewal Term, unless such term license is renewed as set forth above; (ii) termination or expiration of the license to any of the Products for any reason; or (iii) termination of this Agreement; Licensee will immediately cease use of the applicable Products and delete and/or remove all copies of such Products from its Devices and promptly return or destroy all copies of the Products, Documentation and any information related to the Products in Licensee's possession. If requested, Licensee will certify compliance with the foregoing in writing.

4. Maintenance Services. PBSI will provide Licensee with Maintenance Services for the Products during the Initial Term and all Renewal Terms. We do not guarantee that we will provide any Enhancements for Products on any particular schedule. As part of Maintenance Services, PBSI will provide Licensee with reasonable amounts of telephone support to assist Licensee with the use of the Products in accordance with the Support Guidelines. Telephone support will be provided to a single individual designated by Licensee.

5. Warranties, Disclaimers.

a. Limited Product Warranty. We warrant that the media containing the Products will be free from material defects during the Warranty Period. 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 repair or replace the Product or terminate your license to the applicable Products. 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. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE PRODUCTS ARE PROVIDED "AS IS", AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, PBSI AND ITS THIRD PARTY SUPPLIERS 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, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. 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 PRODUCTS OR THE LOSS OR CORRUPTION OF LICENSEE'S DATA OR FILES PROCESSED OR STORED BY THE PRODUCTS.

6. Limitation of Liability. IN ANY EVENT, PBSI'S AND ITS THIRD PARTY SUPPLIER'S TOTAL LIABILITY TO LICENSEE, IN TORT, CONTRACT OR OTHERWISE RELATING TO THIS AGREEMENT, WILL BE LIMITED TO EITHER THE CORRECTION OF THE PRODUCT ERROR THAT CAUSED THE LIABILITY, OR \$500. UNDER NO CIRCUMSTANCES WILL PBSI 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 PBSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

7. Miscellaneous.

a. Entire Agreement; Amendment. This Agreement (including the Order Form) and all appendices, exhibits, schedules and attachments thereto constitutes the sole and complete agreement between the parties with regard to its subject matter, may not be modified or amended except by a writing signed by both parties hereto except as otherwise indicated herein, and supersedes all proposals, understandings, representations, prior agreements or communications relating to the Products and the subject matter of this Agreement. This Agreement also supersedes any pre-printed terms contained on any purchase order or similar document issued by Licensee and any such terms will have no force or effect. Neither this Agreement nor the Order Form will be construed against the party that has prepared the Agreement or Order Form, but instead will be construed as if both parties prepared the Agreement or Order Form.

b. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflict of laws. If you are located outside the United States, this agreement will be governed by the laws of the jurisdiction in which PBSI's Affiliate is located. If you are a United States public institution, this Agreement will be governed by the laws of the state in which you are located. The U.N. Convention on Contracts for the International Sale of Goods will not apply.

c. Waiver; Severability. No waiver of any breach of any provision of this Agreement or the Order Form by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the Order Form 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.

d. Notices. Any notice alleging a breach of this Agreement must be in writing and be sent by overnight courier or delivered in person to the party's address set forth in this Agreement. Any other notice required to be provided by Licensor under this Agreement may be sent by regular postal mail or e-mail to the individual designated by Licensee. Any notice delivered to Licensor hereunder must be sent to the attention of "Contract Administration."

e. Severability. If any provision of this Agreement or Order Form, 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 Form will remain in full force and effect.

f. Assignment. You may not assign, sublicense or transfer your rights or delegate your obligations under this Agreement or the Order Form 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.

g. 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.

h. Export. You agree not to export, re-export, 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, re-export or provision violates any U.S. Export control or regulation.

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

j. Verification. Upon ten (10) days written notice, PBSI or its designated third party may verify Licensee's compliance with the terms of the Agreement and the Order Form at all locations and for all environments in which Licensee uses the 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. PBSI may use an independent third party under obligations of confidentiality to provide assistance. PBSI will notify Licensee in writing if any such verification indicates that Licensee has used the Products in excess of the use authorized by the Agreement. Licensee agrees to promptly enter into an amendment and pay all associated fees directly to Licensor for the charges that Licensor specifies including, but not limited to: (i) any excess use; (ii) Maintenance and/or Data Product fees for the excess use for the duration of such excess or (2) two years, whichever is less; and (iii) any additional charges determined as a result of such verification.