



SOFTWARE 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 SOFTWARE AND DATA END USER LICENSE AGREEMENT. This is an agreement between you ("Licensee") and Pitney Bowes Software Inc. or its Affiliate identified in an Order ("PBSI" or "Licensor"). 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 (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 and receive a full refund of amounts paid for this product by returning the media and accompanying materials within thirty (30) days of receipt to PBSI or its authorized reseller, however, you may not return any data product or any other software product if used in a production or development environment. If you are licensing these products for evaluation only purposes, the products are being provided to you for a thirty (30) day period ("Evaluation Period") for the sole purpose of evaluating whether you want to license the products for productive use. You are not permitted to use the products during the Evaluation Period in production, development or any other purposes other than evaluation. During the Evaluation Period the products are provided to you "AS IS" and PBSI disclaims all warranties, express or implied, including, but not limited to, accuracy, reliability, noninfringement, merchantability or fitness for a particular purpose. Any infringement indemnity obligations set forth herein are expressly disclaimed for evaluation licenses. If you subsequently convert the evaluation version of the products to a productive use license, you agree to the terms set forth in this Agreement and the applicable Order. If you and PBSI signed a separate license agreement for these products, the terms of the signed agreement supersede the terms of this Agreement.

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 program or group of programs provided by Licensee for use by authorized user(s) as further 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. If no specific computer is identified in the Order, then Computer will be any single physical server;

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

"Data Product" means data files, including postal, census, geographic, demographic, and other data, that are commercially licensed to Licensee as identified in an Order or otherwise licensed with certain Software;

"Data Output" means the maps, reports or other information generated by analyzing or processing Data Products, including geocode coordinates or address corrections appended to Licensee database records;

"Data Updates" means updates to the Data Products provided at the frequency set forth in the Order or Documentation during the term set forth in the Order, where upon delivery to Licensee, the Data Update becomes part of the Data Product;

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

“Enhancements” means any updates, upgrades, modifications, new releases and corrective programming to the Software 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;

“Licensee” means Client or Client Affiliate identified in an Order that is authorized to use the Licensed Products identified therein;

“Licensor” means PBSI or the Affiliate of PBSI identified in an Order that is granting the license set out therein;

“Licensed Products” means the Software, Data Products Enhancements and associated Documentation;

“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 or virtual environment;

“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 or virtual environment, from locations other than the Installation Site;

“Service Provider” means a Licensee that uses the Licensed Products to perform services, including, to: (i) verify address information and/or provide postal-related services; (ii) provide analytics; (iii) develop, design, archive, process and/or print business documents; (iv) merge or convert print stream data; (v) append geographic coordinates or demographics to address records or other data; and/or (vi) perform other data processing services; for entities other than Licensee, such as an Affiliate;

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

“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 ninety (90) day period following initial delivery of the Software.

2. Scope of Agreement; Orders by Licensee. During the term of this Agreement, Client or a Client Affiliate may license Licensed Products and obtain Maintenance Services and Data Updates 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 by this Agreement and the applicable Order. Any conflict between the Order and this Agreement will be resolved in favor of the Order.

3. Grant of License. Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the Licensed Products in accordance with this Agreement and the applicable Order. 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) During the term set forth in the applicable Order, Licensee is permitted to use the Licensed Products and Data Output only for its own internal business purposes. The Licensed Products will be installed only at the Installation Site on the Computer or in a virtual environment 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. Licensee is permitted Remote Access to the Licensed Products unless otherwise prohibited in the Order. If the Licensed Products are installed in a virtual environment, the number of Processor Cores within the environment that may be allocated to be used, in whole or in any part, to access the Licensed Products will be set forth in the applicable Order. Use of the Licensed Products as a Service Provider is 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 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 individual Users do not exceed the number of licenses purchased.

b) Licensee may, upon PBSI written consent and the payment of additional fees: (i) add additional Processor Cores, MSUs or MIPS to the Computer; (ii) allocate additional Processor Cores in a virtual environment for use with the Licensed Products; (iii) transfer the Licensed Products to a different computer with more Processor Cores, MSUs or MIPS; (iv) utilize the Software with a different operating system; (v) process additional Transactions; or (vi) add Users or Applications. 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 or virtual environment becomes inoperative, in which event all limitations on number of Processor Cores, MIPS, MSUs or other volume limitations apply. 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\development concurrently with the production or testing\development copies of the Licensed Products.

d) Licensee may install, for a period not to exceed fifteen (15) days from date of installation, Enhancements and Data Updates in a test environment for the sole purpose of determining if such Enhancements and Data Updates will be deployed by Licensee in the licensed production environment. Upon conclusion of such period, Licensee will install and use only the number of production and test/development copies of the Enhancements and Data Updates set forth in the Order.

e) Licensee may 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 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 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 Licensee must certify in writing upon Licensor request of compliance with this Section.

f) In addition to the terms of this Agreement and the Order(s), product-specific license terms applicable to certain Licensed Products can be found at <http://www.pitneybowes.com/us/license-terms-of-use.html> and are incorporated into this Agreement by reference.

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 except as permitted in Section 4(e) or an Order; (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 Data 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 (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 Data Products into other data formats so long as use of the Data Products in all formats does not exceed the limits of this Agreement and the applicable Order(s). Unless otherwise set forth in the applicable Order, Licensee is granted a perpetual license to continue to use the Data Output upon expiration or termination of the license to Data Products, subject to this Agreement and the Order.

6. Fees; Payment Terms.

a) Licensee will pay to Licensor, or Licensor's authorized agent, the license, maintenance, Data Update, training and any other fees set out in an Order. All fees identified in an Order or this Agreement and any applicable

taxes are due and payable within thirty (30) days from the date of Licensor's invoice. Licensee will pay a late charge of one and a half percent (1.5%) 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.

b) The fees do not include any amount for taxes. Licensee will pay all federal, state and local sales, use, property, and other taxes related to this Agreement or an Order for the Licensed Products and/or services provided. If any sales, use, or other taxes (except for taxes based on Licensor's net income) are required to be collected in connection with this Agreement or an Order, they will be itemized on invoices issued in connection with an Order.

7. Indemnification.

a) Licensor will indemnify, defend and hold Licensee, its officers, directors and employees, harmless from all losses, damages, and reasonable costs and expenses to the extent they arise out of a claim by a third party that the Licensed Products, when used in accordance with the Documentation and in compliance with this Agreement and the applicable Order(s), infringe or misappropriate any copyright, trade secret, trademark or patent registered or valid within the country the Licensed Products are authorized to be installed as set out in the applicable Order. Licensor will have control of the defense and will defend at its own expense, any claim or litigation to which this indemnity relates, including the right to settle any such claim. Licensee must notify Licensor promptly of any such claim and provide reasonable cooperation to Licensor, upon Licensor's request and at Licensor's cost, to defend such claim. Licensor will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Licensee may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

b) If the Licensed Products are subject to a claim of infringement or misappropriation, or if Licensor reasonably believes that the Licensed Products may be subject to such a claim, Licensor reserves the right to: (i) replace the Licensed Products with functionally equivalent Licensed Products; (ii) modify such Licensed Products while retaining substantively equivalent functionality; (iii) procure at no cost to Licensee the right to continue to use such Licensed Products; or (iv) if the foregoing is not commercially reasonable, direct Licensee to terminate use of such Licensed Products. If Licensor directs Licensee to terminate use of such Licensed Products (or a permanent injunction is issued against such use), Licensee will immediately terminate such use and Licensee's remedies, in addition to the indemnification set out herein, will be limited to a pro rata refund of the current maintenance and Data Update fees unused at the time of termination plus license fees previously paid for such Licensed Products that are subject to the infringement or misappropriation claim based on: (i) a term of sixty (60) months following execution of the applicable Order for a perpetual license; or (ii) any pre-paid but unused license fees for the balance of a limited term license.

c) Licensor will have no obligation to indemnify Licensee under this Section 7 if the infringement or misappropriation results from Licensee's: (i) modification of the Licensed Products; (ii) combination, operation or use of the Licensed Products with non-Licensor software\data products if such claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; (iii) use of the Licensed Products in breach of this Agreement or an Order to the extent the breach gives rise to the claim; or (iv) use of other than the most current release of the Licensed Products if such claim of infringement or misappropriation could have been avoided by Licensee's use of such current release of the Licensed Products, provided Licensor delivered such superseding version to Licensee at no additional cost and notified Licensee of the need to use such version.

8. Maintenance and Data Updates; Renewal of Term License.

a) Licensee will obtain Maintenance Services for Software and Data Updates for Data Products for the initial term set forth in the Order and for the fees set forth therein. Following such initial term, so long as the licenses to the Software and Data Products are currently in effect, Licensee may elect to renew Maintenance Services for the Software and Data Updates for Data Products in at least a minimum of twelve (12) month terms at Licensor's then current rates in accordance with this Section 8. Policies related to reinstatement of Maintenance Services after periods of non-maintenance are set forth in the Support Guidelines.

b) Maintenance Services consist of: (i) reasonable amounts of telephone support to assist Licensee with the use of the Software in accordance with the Support Guidelines; (ii) Enhancements provided to other licensees of the Software who have paid for Maintenance Services for the current maintenance term; and (iii) the correction of errors or non-conformities with the Software in accordance with the Support Guidelines. Licensee will also be entitled to receive a reasonable amount of telephone or online support related to the Data Products in accordance with the Support Guidelines. Support will be provided to the limited number of contacts selected by Licensee in accordance with the Support Guidelines. If Licensor is unable to correct a reported error or non-conformity in the Software 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 Software 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) 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 rates and for the duration set forth in a quote issued by Licensor. 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 the Software and Data Updates for the Data Products.

9. Training; Services.

a) Licensor will provide Licensee with the training set forth in an Order, for the fees set forth therein, prior to the expiration date indicated. Unless otherwise set forth in the Order, training will be provided remotely or at a Licensor training facility. If an Order provides for training at Licensee's location, Licensee will pay for all reasonable travel-related expenses incurred by Licensor in the performance of the training. No refunds will be issued for any trainings Licensee fails to attend, or if intended to be performed at a Licensee location, to be scheduled and hosted by Licensee, by the expiration date.

b) Licensor, upon Licensee request, may perform additional consulting and professional services for Licensee ("Services"). Any Services performed by Licensor will be set forth in a Statement of Work ("SOW") executed by the parties and governed by this Agreement and addendum to this Agreement executed by the parties.

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 Software will perform all material functions set out in the Software's Documentation and otherwise operate in substantial accordance with such Documentation. If, during the Warranty Period the Software fails to comply with this warranty, Licensee must notify Licensor in writing of any alleged errors or non-conformities, in which event 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 the non-conforming Software. If Licensee terminates the license to the non-conforming Software during the Warranty Period in accordance with this Section, Licensee will, as its remedy, receive a refund of all fees previously paid for such Software.

c) LICENSOR DOES NOT WARRANT THAT THE LICENSED PRODUCTS WILL OPERATE ERROR-FREE OR THAT LICENSOR WILL CORRECT ALL PRODUCT ERRORS (INCLUDING, FOR SOFTWARE, THOSE DESIGNATED AS MEDIUM OR LOW SEVERITY LEVEL ISSUES). EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE LICENSED PRODUCTS ARE PROVIDED "AS IS" AND LICENSOR, ON BEHALF OF ITSELF 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) THE LICENSED PRODUCTS MAY CONTAIN A DISABLING DEVICE OR DEVICE REQUIRING ENABLEMENT: (i) TO COMPLY WITH REQUIREMENTS OF REGULATORY AUTHORITIES; OR (ii) TO PREVENT USE OF THE LICENSED PRODUCTS BEYOND THE TERM OF A LICENSE OR OTHERWISE IN EXCESS OF THE LICENSE METRICS APPLICABLE TO THE LICENSED PRODUCTS AS SET FORTH IN AN ORDER.

11. Limitation of Liability.

A) DISCLAIMER. NEITHER PARTY NOR PBSI'S THIRD PARTY SUPPLIERS WILL BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, OR LOSS OF PROFITS OR REVENUE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

B) MAXIMUM LIABILITY. IN ANY EVENT, EITHER PARTY'S (AND LICENSOR'S THIRD PARTY SUPPLIER'S) MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT AND ANY ORDER, SOW OR ADDENDUM HERETO (IN TORT, CONTRACT OR OTHERWISE) WILL NOT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE TO LICENSOR UNDER THE APPLICABLE ORDER OR SOW.

C) EXCLUSIONS. THE FOREGOING DISCLAIMER SET FORTH IN SECTION 11(A) DOES NOT APPLY TO LICENSEE'S BREACH OF SECTION 5(A) (GENERAL USE RESTRICTIONS) OR LICENSOR'S INFRINGEMENT INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7. THE FOREGOING MAXIMUM LIABILITY SET FORTH IN SECTION 11(B) DOES NOT APPLY TO: (i) LICENSEE'S BREACH OF SECTION 4 (USE OF LICENSED PRODUCTS), IN WHICH CASE LICENSEE'S LIABILITY WILL BE LIMITED TO THE THEN-CURRENT LIST PRICE OF THE PRODUCTS OR SERVICES IN THE AMOUNTS THAT FORM THE BASIS OF THE BREACH; (ii) SECTION 5 (GENERAL USE RESTRICTIONS); (iii) LICENSEE'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER AN ORDER OR SOW; (iv) LICENSOR'S INFRINGEMENT INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7; OR (v) EITHER PARTY'S BREACH OF SECTION 17 (COMPLIANCE WITH LAWS).

12. Term; Termination.

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 will be effective as of the date set forth in such Order 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 expiration of such Order, or in the case of perpetual licenses granted under an Order, for the duration of the license. Termination or expiration of one Order for any reason will not terminate any other Order currently in effect.

b) Either party may terminate this Agreement or any Order by written notice to the other party if the other party materially breaches this Agreement or the applicable Order and fails to cure within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

c) 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 and all third party contractors will immediately cease use of the applicable Licensed Products and delete and/or remove all copies of such products from its Computers, virtual environments, 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.

d) Sections 6 (Fees, Payment Terms), 7 (Indemnification), 10 (Warranties, Disclaimers), 11 (Limitation of Liability), 12 (Term, Termination), 17 (Compliance with Laws), 18 (Governing Law), 19 (Verification) and other sections that by their nature are intended to survive will 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 for 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) an Order or this Agreement without the prior written consent of Licensor. Any transfer or assignment without Licensor's written consent is void.

15. Publicity. Licensor is permitted to list: (i) Licensee's name and logo in accordance with Licensee's trademark guidelines; and (ii) the Licensed Products licensed by Licensee, in public statements and client lists. Specific details related to Licensee's use of the Licensed Products, and other marketing material such as press releases, case studies and other collateral using quotes or requiring active participation of Licensee to create will be subject to Licensee's consent.

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) 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 postal mail service or e-mail to the individual designated by Licensee. Any notice delivered to Licensor hereunder must be sent to the attention of "Contract Administration."

c) If any provision of this Agreement or an Order is held to be invalid or unenforceable, the remaining provisions of the Agreement or Order will remain in full force and effect.

d) If physical delivery of the Licensed Products is required, delivery of the Licensed 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). Licensor may, to the extent available, deliver the Licensed Products or key codes electronically via the Internet or permit Licensee to download the Licensed Products or key codes from Licensor's website.

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. Compliance with Laws. Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable laws, rules, and regulations ("Applicable Laws"), including all Applicable Laws related to the use, disclosure, processing and transmission of personal information, and export control laws. In addition, 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.

18. Governing Law. This Agreement is governed by the laws of the State of New York without regard to its principles 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 New York County in the State of New York. If Client is located in Canada, this Agreement is governed by the laws of the Province of Ontario. Ontario's principals of conflict of laws or the United Nations Convention on contracts for the international sale of good will not apply to this Agreement. In the event of any dispute arising out of or relating to this Agreement, a suit will be brought only in the General Division of the Ontario Court of Justice.

19. Verification. Upon ten (10) days written notice, Licensor may verify Licensee's compliance with 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 the license, Maintenance Service and/or Data Update fees related to any excess use, subject to Section 11(C)(i), (Limitation of Liability).

20. U.S. Government Restricted Rights. Any Licensed Products licensed for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), including through contractors or subcontractors, will be deemed "commercial computer software" or "commercial computer software documentation" and the U.S. Government's 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.

21. Entire Agreement. This Agreement and each Order and all appendices, exhibits, schedules and attachments hereto constitute 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, and supersedes all proposals, understandings, representations, prior agreements or communications relating to the Licensed 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. The language of this Agreement, or an Order thereto, will not be interpreted in favor of or against any party as the drafter of this Agreement or Order.