

## **Enterprise License Agreement**

### **General**

This is a legally binding agreement between ZIPCodePros.com (the "Company") and You (the "Customer") as it pertains to usage of the ZIP Code databases, ZIP5Basic and/or ZIP5Demographic (the "Data"). The Owner offers you a non-exclusive license to use the Data as described in the terms below.

### **Acceptance**

You shall be deemed to have accepted the terms of this Agreement when you download the Data from the ZIPCodePros.com web site.

### **Grant of License**

The Company grants the Customer non-exclusive, world-wide rights to use the Data as follows: a) may use the Data in terms with this Agreement; b) make multiple copies of the Data in order to backup and safeguard the Data; c) may install the Data on any number of desktop computers, network servers, or include the Data as part of a derivative work as long as the Data is solely used for INTERNAL use within the Customer's organization; d) any number of users may use the data so long as the data is used for INTERNAL use within the Customer's organization; e) may install the Data on a web site which allows internet users to perform lookups of the data as long as controls are in place that limit (to a reasonable number) the number of lookups that an individual IP address can perform on a daily basis.

### **Restrictions**

The Customer may not sell all or any portions of the Data to anyone outside the Customer's organization or offer the Data as a ZIP Code database in any format, commercially or freely available.

### **Distribution of Derivative Works**

The Data may be used by the Customer in derivative works as long as the derivative work is used solely inside the Customer's organization. Distribution of derivative works outside the Customer's organization requires a "Distribution License" to be obtained by the Customer.

### **Term**

The customer may use the Data for any period of time, however monthly updates are only available to the Customer for a period of 12 months starting when the Customer originally downloaded the Data.

### **Ownership/Copyright**

The "ZIP Code" and "City Name" portions of the Data are owned by and licensed (non-exclusive) from the United States Postal Service. The remaining Data is owned by the Company and is copyrighted and protected by United States copyright laws and international treaty provisions.

**Limited Warranty**

The Data is delivered to the Customer AS IS and the Company makes no representations that the data is error free or will meet the Customers business needs. The Customer has 30 days to use the data to determine if it meets the Company data needs. If the Company discovers that the Data does not meet the Company needs then the Company can request and receive a refund of the full purchase price.

The Company specifically disclaims all other warranties, representations, or conditions - express or implied. The Company does not warrant that the Data is fit for any particular purpose.

**Limitation of Liability**

In no event will the Company be liable to the Customer for any consequential, incidental or special damages including lost revenue, profit or savings. In no case will the damages exceed the Customer's purchase price of the Data.

**Termination**

The Customer may terminate this agreement at any time. The Company may terminate this agreement at any time if the Customer is found to be in violation of this license agreement. If the Customer is in violation of this agreement, the Company must remove the Data from all derivative works, work stations, networks or storage devices.

**Law**

This agreement is governed and interpreted in accordance with the laws of the state of California, USA. If the Customer has any questions regarding this license Agreement, please send an email to [webmaster@zipcodepros.com](mailto:webmaster@zipcodepros.com).