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"Licensee Data" means the data provided by Licensee for processing by the Software.

"Order" means the Sales Agreement or Lease Agreement between PBI and Licensee pursuant to which a Licensee licenses the Software and obtains related services;

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

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a) This Agreement will commence as of the date set forth in the Order and will continue in effect until the Order is terminated or otherwise as set forth in this Agreement.

b) Either party may terminate this Agreement by written notice if the other party commits a material breach of this Agreement or the applicable Order and fails to cure such breach 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 Software, unless such term license is renewed; (ii) termination of the license to any of the Software for any reason; or (iii) termination of an Order, Licensee will immediately cease use of the Software and delete and/or remove all copies of the

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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

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c) If any provision of this Agreement or Order, 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 will remain in full force and effect.

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f) 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.

13. Applicable Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York without regard to its principals 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.

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