

MBS External Components – Third Party License Agreement Summary (Commercial)

Overview

Item	Description
Component	Component Name: GetAddress.io Version Number: Online Service Intended Use: O365 for Financials (Preview February 2017)
Manufacturer (Licensor) <i>(specify full name)</i>	Manufacturer/Licensor: Codeberry Ltd.
MBS Product or Service <i>(specify name and version)</i>	Product/Service Name: D365 for Financials for UK Version: Public Preview end of March GA June/July 2017
Agreement <i>(specify name and version, if any)</i>	Agreement Name: Terms of Service Version: February 10, 2017 Location: getAddress.io
LCA Review	LCA Reviewer(s): Jennifer Herring (Ragen Swan PLLC) Review Date: February 10, 2017 Assessment: <input type="checkbox"/> Approved to use with license agreement as is <input type="checkbox"/> Not Approved, license requires negotiations (contact MBS Biz Dev) <input type="checkbox"/> Not Approved, further investigation required

Key Terms and Conditions

NOTE: The Terms of Service (including referenced Privacy Policy) will be entered directly by the Microsoft customer. The Terms of Service is very limited and doesn't provide the terms Microsoft would typically expect. However, at GA there will be multiple alternative service options available for customers to select from in the AppSource.

There are no terms on the website for the getAddress.io documentation/services for companies that connect to the GetAddress.io service. Microsoft did not use any GetAddress.io code to create the connection to the service.

Item	Description	Section
Duration of License	Term: Effective Date: From use of service End Date: Renewal Terms:	Paragraph 1: Using our Services
Termination	Termination Conditions <ul style="list-style-type: none"> Continuously exceeding your usage limit without upgrading will result in your account being suspended or closed. Your API 'buffer' is to 	Paragraph 2: Usage Limits

	<p>ensure your service is still responsive to your customers whilst you upgrade. It should not be considered an extension of your call limit.</p> <ul style="list-style-type: none"> We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether. You can stop using our Services at any time, although we'll be sorry to see you go. 	Paragraph 4: Modifying and Terminating our Service
	<p>Effect of Termination</p> <ul style="list-style-type: none"> N/A 	
License Grant	N/A	
Sublicense	<ul style="list-style-type: none"> N/A 	
License Restrictions	<ul style="list-style-type: none"> These terms do not grant you the right to use any branding or logos used in our Services. Don't misuse our Services. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. 	Paragraph 1: Using our Services
Attribution	<ul style="list-style-type: none"> N/A 	
Delivery Date & Method	<p>Delivery Date: N/A</p> <p>Delivery Method: Online Service</p>	
Maintenance and Technical Support	<p>Maintenance/Technical Support</p> <ul style="list-style-type: none"> We guarantee at least 99.9% availability, please see our status page. <p>Limitations on Maintenance/Technical Support</p> <ul style="list-style-type: none"> N/A <p>Other Terms</p> <p>GetAddress.io will be made available through the App Source and Microsoft end users will sign-up for the service directly. Microsoft end users can select alternative services via the app sources if GetAddress.io is not available or they prefer another service.</p>	FAQs: https://getaddress.io/
Monetary Obligations	<p>License Fee</p> <ul style="list-style-type: none"> See Plans at bottom of document 	Plans: https://getaddress.io/
Source Code Escrow	<ul style="list-style-type: none"> N/A 	
Warranties and Disclaimers	<p>Limited Warranty(ies)</p> <ul style="list-style-type: none"> N/A <p>Intellectual Property (IP) Infringement Warranty</p> <ul style="list-style-type: none"> N/A 	
Limitation of Liability	<ul style="list-style-type: none"> WHEN PERMITTED BY LAW, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. 	Paragraph 5: Liability of our Services
Indemnity	<p>Intellectual Property (IP)</p> <ul style="list-style-type: none"> N/A <p>Other</p> <ul style="list-style-type: none"> N/A 	

Dispute Resolution and Governing Law	Dispute Resolution <ul style="list-style-type: none"> N/A Governing Law: <ul style="list-style-type: none"> N/A 	
Other 3rd Party Components <i>(specify other 3rd party materials included in this component)</i>	We cross reference Ordnance Survey's complete list of uk postcodes (code-point) with the latest property sales and over twenty other data sources including: Companies house , Open Address UK and many others . Public sector information licensed under the Open Government Licence v3.0 .	http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/
Other Key Terms	<ul style="list-style-type: none"> We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service. These terms control the relationship between Codeberry and you. They do not create any third party beneficiary rights. If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. 	Paragraph 6: About these Terms

FREE	50 per day	2,000 per day	5,000 per day
£0 Per-Month	£2 Per-Month	£10 Per-Month	£20 Per-Month
API call limit 20 per-day	API call limit 50 per-day	API call limit 2,000 per-day	API call limit 5,000 per-day
What happens when the limit is reached? 5 more with a 5 second delay.	What happens when the limit is reached? 50 more with a 5 second delay.	What happens when the limit is reached? 1,000 more with a 5 second delay.	What happens when the limit is reached? 1,500 more with a 2 second delay.
Restricted to single site or app Yes	Restricted to single site or app Yes	Restricted to single site or app No	Restricted to single site or app No
Batch processing API access No	Batch processing API access No	Batch processing API access Yes	Batch processing API access Yes
Support None	Support Basic	Support Priority	Support Priority
Availability guarantee None	Availability guarantee 99.9%	Availability guarantee 99.9%	Availability guarantee 99.9%
Pay by Direct Debit N/A	Pay by Direct Debit No	Pay by Direct Debit Yes	Pay by Direct Debit Yes
Expires in 30 days	Unsubscribe at anytime	Unsubscribe at anytime	Unsubscribe at anytime

GetAddress.io Terms of Service as of 14Feb2017

Terms of Service

Thanks for using our products and services (“Services”). The Services are provided by Codeberry Ltd. By using our Services, you are agreeing to these terms. Please read them carefully.

Using our Services

You must follow any policies made available to you within the Services. Don’t misuse our Services. For example, don’t interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. These terms do not grant you the right to use any branding or logos used in our Services.

Usage Limits

Continuously exceeding your usage limit without upgrading will result in your account being suspended or closed. Your API 'buffer' is to ensure your service is still responsive to your customers whilst you upgrade. It should not be considered an extension of your call limit.

Privacy and Copyright Protection

By using our Services, you agree that Codeberry can use such data in accordance with our privacy policies. We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers. If you think somebody is violating your copyrights and please notify us.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether. You can stop using our Services at any time, although we'll be sorry to see you go.

Liability for our Services

WHEN PERMITTED BY LAW, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service. These terms control the relationship between Codeberry and you. They do not create any third party beneficiary rights. If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms.