

**CAPSCAN ONDEMAND APPLICATION SERVICE AGREEMENT  
(U.K. Data)**

THIS AGREEMENT is made on <enter licence start date here> between:

Capscan Limited whose office is at Grand Union House, 20 Kentish Town Road, London NW1 9BB ("the Supplier") and  
"the Customer"

**1 DEFINITIONS**

1.1 In this Agreement the following words and expressions shall have the following meanings:

- 1.1.1 "Capscan Server" shall mean the server under the control of Capscan or their agents on which the ASP address management software sits and from which the Customer will access the service;
- 1.1.2 "Customer" means the individual or body corporate that uses the Services either directly or via another Application Service Provider and is the recipient of the data found or derived from the licensed Datafields.
- 1.1.3 "Customer Website" means the website owned and/or operated by the Customer or on any other URL which may be agreed between the parties from time to time;
- 1.1.4 "Datafields" consist of named fields within a dataset. Examples include Geocodes, District Health Authority, Postcode, Address Key, Constituency information etc.
- 1.1.5 "downtime" means any service interruption in the availability of the Services;
- 1.1.6 "External Use/Clicks" refers to lookups by members of the public on publicly accessible websites. It attracts a different Royal Mail Licence fee than Internal Use/Clicks.
- 1.1.7 "intellectual property rights" means patents, trade marks, design rights, applications for any of the foregoing, copyright, topography rights, database rights, rights in know-how, trade or business names and other similar rights or obligations, whether registrable or not in any country;
- 1.1.8 "Internal Use/Clicks" is where lookups are initiated by employees, agents or sub-contractors on a pay-per-use basis in the course of their business as distinct from third party enquiries or lookups from members of the public on publicly accessible websites. This type of use is not linked to specific terminals or names users, but is chargeable at a different Royal Mail rate to External lookups or clicks.
- 1.1.9 "IP address" stands for Internet Protocol Address, which is the numeric address for the Supplier server on which the Services are hosted;
- 1.1.10 "ISP" stands for Internet Service Provider;
- 1.1.11 "Licence Period" means the period during which a licence is available allowing access to the Services. Typically this will be for a 12 month period from the date of commencement of the Services, but may be for a shorter period where this has been agreed with the Customer.
- 1.1.12 "Licensed Seats" refers to the number of permissible users licensed to use the Services where this has been agreed as part of the installation.
- 1.1.13 "Monthly Agreement" covers a period of one calendar month for licensing and billing purposes. There will be 12 billing months in any one full calendar year.
- 1.1.14 "Other Licence Terms" means additional terms to be included as appropriate according to the Datafields supplied to the Customer to be found in Appendix 3 to this Agreement.
- 1.1.15 "PAF@/Postcode Address File" means the file of UK delivery points comprising of a postcode and other address elements that is collected by and is copyright Royal Mail.
- 1.1.16 "Per Click/Transaction" refers to an enquiry submitted to the Capscan Server from the Customer's system with a view to collecting, completing, confirming or otherwise interrogating the relevant address database(s). In the case of an enquiry against the UK PAF@ database, the number of returned possible matches for the display of any pick list must not exceed 100 in relation to any single enquiry. A Per Click charge will be made when the initial enquiry is submitted. Further searches within the returned data will not be charged unless further information is returned or the maximum number of possible returned delivery points exceeds the maximum permitted 100, in which case the next 100 records downloaded will incur an additional Per Click charge and so on.
- 1.1.17 "Royal Mail Terms" refers to the Royal Mail End User Licence Terms found in Appendix 3 to this Agreement.
- 1.1.18 "Royal Mail End User Agreement" refers to the licence containing the Royal Mail End User Licence Terms.
- 1.1.19 "Server" means the computer server equipment operated by the Supplier in connection with the provision of the Services;
- 1.1.20 "the Services" means the provision of web based address management software and any ancillary or associated data or information for domestic or international address capture and/or validation in relation to specified and agreed countries or specific data sets or within agreed limits or any similar or related facilities provided by the Supplier;
- 1.1.21 "Service Level" means the service levels set out in Appendix 1 to this Agreement as amended from time to time in writing between the parties;
- 1.1.22 "Transaction Management System" means software that is updated with the number of advanced lookups purchased and which counts down the number of Transactions used, preventing further use when pre-paid lookups are exhausted. The Transaction Management System should also restrict the maximum number of delivery points returned in relation to any single query to 100 or blocks of 100.
- 1.1.23 "virus" means a computer programme that copies itself or is copied to other storage media, including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs, and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programs commonly referred to as "worms" or "trojan horses";

- 1.1.24 "visitor" means a third party who has accessed the Website;  
1.1.25 "the Website" means such Website or Websites as may be specified in Appendix 1 to this Agreement.

- 1.2 The Appendices form part of the operative provisions of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the Appendices.
- 1.3 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.4 The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

## **2 INTRODUCTION**

- 2.1 The Customer wishes to engage the Supplier to supply an ASP address management service using its proprietary software that will be hosted on the Supplier's server(s) or those of a reputable third party and made accessible to the Customer via the Internet.
- 2.2.1 The Supplier has agreed to allow the Customer to access this ASP service upon the following terms and conditions including, where appropriate any additional conditions that are required by any third party data supplier, these conditions being found in Appendix 3 to this Agreement. Whether or not these additional conditions shall apply and which additional conditions will apply will depend upon the Datafields actually licensed to the Customer.
- 2.3 Where the Customer has requested or been given access to additional Datafields, the appropriate terms and conditions for the additional Datafields shall be deemed to apply. For the avoidance of doubt, these additional terms shall also apply where the Customer modifies their original requirements during the course of this Licence Agreement from that date of that addition or modification.

## **3 DUTIES**

- 3.1 The Supplier shall provide the Services to the Customer for the Licence Period subject to the terms and conditions of this Licence Agreement.
- 3.2 The Customer shall in consideration of the Supplier providing the Services under this Agreement, pay any undisputed fees due thereunder free from any set-off, deduction, counterclaim or demand to the amount(s) and in the timescales agreed between the parties, subject to the Services being available to the Customer within the parameters specified in Appendix 1 to this Agreement.
- 3.3 Each party represents and warrants to the other that it has the right to enter into this Agreement and perform its obligations hereunder in the manner contemplated by this Agreement and that this Agreement shall not conflict with any other agreement(s) entered into by it.
- 3.4 The Supplier warrants to the Customer that it owns (or has been duly licensed) to provide the Services to the Customer subject always to the Customer agreeing to accept the terms of this License together with any other specific licence terms associated with the supply of Datafields found within Appendix 3 to this Agreement.
- 3.5 Where the Customer accesses PAF and/or Postzon as part of the Services provided under this Agreement by the Supplier, they shall agree to and shall comply with the Royal Mail End User Licence Terms.
- 3.6 Unless otherwise agreed, the Customer shall not make the Services available or accessible or procure another to make the Services available or accessible to any third party for reward or otherwise and shall use reasonable care to ensure that steps are taken to prevent unauthorised third parties gaining access to the Services via the Customers Website or IT Systems.
- 3.7 The Customer shall ensure that any lookups that are purchased for External Use are restricted to use on or in connection with the collection of information on a public website from visitors to that website and are not used or appropriated for Internal Use.
- 3.8 Each party agrees and understands that in the performance of their obligations under this Agreement, certain confidential information about the business activities of the other may be passed on or made available as a result of the relationship. This information shall include, but is not limited to trade secrets, business relationships either existing or intended, customer information, customer records, marketing or business plans and technical information. Each party agrees to keep such information confidential for the duration of this Agreement and thereafter unless publication of the information is authorised by the disclosing party, is published otherwise than by breach of this Agreement, or where disclosure is required by a court of law or in legal proceedings (in which case the disclosing party shall take reasonable steps to advise the other prior to such disclosure).

## **4 CHARGES AND PAYMENT**

- 4.1 The Customer shall pay the Charges for the Services in accordance with the Terms of Payment as specified in Appendix 2 to this Agreement.
- 4.2 Where the Customer has been licensed for a specific number of Licensed Seats, the Supplier shall have the right to adjust any Licensed Seat Charges following the expiration of the initial licence period and the commencement of any

subsequent licence period or any licence extension beyond a 12 month period. In the event that the Licensed Seat charges are increased beyond the average rate of inflation (RPIX figure excluding mortgage interest payments published by the U.K. Office for National Statistics) for the previous 12 months, the Customer shall have the right to terminate this agreement and will be entitled to a pro-rata refund of any unexpired lookups that have been paid for but remain unused at the date of termination in accordance with Clause 4.3.

- 4.3 The Supplier shall publish the per lookup (Per Click) price for the various Datasets on the Website or shall otherwise make this information available to the Customer and prospective customers. The price of the Datasets may be varied by the Supplier upon giving reasonable notice, but where lookups are purchased in advance by the Customer, the price shall remain at the published price at the date of purchase and cannot be varied subsequently by either party unless there is specific written agreement to the contrary. In the event that there is to be any refund against lookups purchased in advance, the refund shall be calculated on the price paid for the lookups at the time of purchase.
- 4.4 Where the Customer has or intends to have access to Royal Mail PAF® Data, lookups must be purchased in blocks in advance. Per Click lookups may be purchased in blocks of 100 lookups. Alternatively the Customer may elect to pay a fixed annual licence fee in advance that allows them unlimited transactions. For the avoidance of doubt, each separate software application that requires access to the Capscan Server will require blocks of lookups to be purchased in advance for it or alternatively a separate unlimited transactions licence per application is required. Any unused lookups will expire 12 months after their purchase and will not be refundable. In the case of other data sets, lookups may be purchased in smaller blocks if required.
- 4.5 The Charges are exclusive of VAT or other local taxes which if payable shall be paid by the Customer.
- 4.6 Any agreed minimum levels of useage will be included in writing in Appendix 1 to this Agreement. Any changes in these levels must be agreed in writing between the parties in order to be effective. Any increase in the level of service will be chargeable at the agreed rate or, in the event that a rate has not been specifically agreed between the parties, at a pro-rata rate based upon the minimum levels rates or the agreed 'pay per click' rate and/or terminal rate (as appropriate) to be effective from the date that the agreed minimum levels of useage were exceeded.
- 4.7 Where minimum levels of service are varied at the request of the Customer, any additional costs associated with adjusting these levels are chargeable to the Customer.
- 4.8 The Supplier shall be entitled to charge interest in respect of late payment of any undisputed sum due under this Agreement, which shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2 % above the base lending rate of TSB Lloyds from time to time in force.

## **5 IP ADDRESSES**

- 5.1 The Supplier shall maintain control and ownership of any IP address that is assigned to the Customer as part of the Services and reserves the right in its sole discretion to change or remove any and all IP addresses.
- 5.2 Where the Supplier changes or removes any IP address it shall use its reasonable endeavours to avoid or minimise any disruption to the Customer and where practicable shall give reasonable notice to the Customer prior to any change.

## **6 SOFTWARE LICENCE AND RIGHTS**

- 6.1 The Customer requires use of software owned by or licensed to the Supplier ("the Supplier's software") in order to use the Services. The Supplier grants to the Customer and its employees, agents and third party consultants and contractors, a non-transferable, non-exclusive licence to use the Supplier Software in object code form only together with the appropriate database(s) in accordance with the terms of this Agreement. For the avoidance of doubt, this Agreement does not transfer or grant to the Customer any right, title, interest or intellectual property rights in the Supplier Software or the databases in which all rights remain with the owner(s) or in any publicly available or supplied scripts or tools associated with the Services, howsoever provided. For the further avoidance of doubt, the Supplier shall not acquire any right, title or other interest in any scripts or tools that are written or provided by the Customer for use with the Services unless there is written agreement to the contrary.
- 6.2 Where the Customer wishes to have access to Royal Mail PAF® they shall be subject to the terms of the Royal Mail End User Agreement, including the limitations imposed by that End User Agreement and will be deemed to have accepted this agreement by using the service to access PAF®. These terms are attached in Appendix 3 to this Agreement.
- 6.3 The Customer undertakes that he will not himself or through any third party, sell, lease, license or sublicense the Supplier Software without the permission of the Supplier. If the Customer is permitted under this Agreement or by law to make any copies of the Supplier Software, the Customer must reproduce all proprietary notices of the Supplier or the Licensor of the Datasets, if any, on the copies.
- 6.4 The Supplier may only make copies of the Customer Content if this is necessary in order to provide the Services but only to the extent that this is required to perform its obligations under this Agreement, including back up copies of the Content for archival purposes only. Upon termination or expiration of this Agreement, the Supplier shall destroy or deliver to the Customer all such copies of the Content and other materials provided by the Customer as and when requested by the Customer.

## **7 SERVICE LEVELS AND LIMITATIONS**

- 7.1 The Service is intended to be generally available on a 24/7 basis. The Supplier shall use its reasonable endeavours to make the server and the Services available to the Customer over 98% of the time. However, it may be necessary from time to time to conduct regular service or maintenance of the hardware or perform software updates by way of planned downtime and because the Services are provided by means of computer and telecommunications systems, the Supplier makes no warranties or representations that the Service will be uninterrupted or error-free and the Supplier shall not, in any event, be liable for interruptions of Service or downtime of the server caused by hardware or communications failures or other circumstances outside its immediate control or influence. The price at which the Service is to be supplied to the Customer has been calculated on the basis that there will be occasions of planned downtime to the Service and therefore they may be no further set off or deduction on this basis, nor is the Customer entitled to deductions where the downtime has been agreed with them. The Supplier will use reasonable endeavour to advise the Customer of any planned downtime with reasonable advance warning.
- 7.2 The Supplier warrants that the Software will perform substantially in accordance with any published specifications.
- 7.3 The Supplier warrants and represents to the Customer that the Customer's use of the Software in accordance with this Agreement and any appropriate provisions in Appendix 3 will not infringe the intellectual property rights of any third party and that the Supplier has the authority to license the Software to the Customer.
- 7.4 The provisions in 7.1, 7.2 and 7.3 and the express warranties found within this Agreement are in lieu of all other conditions and warranties, either express or implied, statutory or otherwise, which relate to the condition or fitness for any particular purpose of the Service and all other such conditions and warranties are excluded to the full extent permitted by law.
- 7.5 Subject to paragraph 7.2, the Service is supplied to the Customer on an 'as is' basis and neither the Service nor any part thereof has been written to meet the individual requirements of the Customer. It is the sole responsibility of the Customer to satisfy itself prior to entering this Agreement that the Service will meet its requirements and be compatible with its hardware/software configuration and the customer may take advantage of any evaluation or test facility to verify that the service will perform as required. The Supplier makes no other warranty or representation in that respect. The Supplier will not be liable for any faults or errors that arise in the Software or the operation of the Service where these are caused by or are the result of the Customer deviating from the recommended method(s) of integration and use.
- 7.6 The Licensor also makes no express representations and excludes any implied representations or warranties which are to the effect that the address database(s) or any associated database(s) is free of errors or omissions or as to the accuracy of any address information within that database. The Supplier cannot guarantee the accuracy or completeness of any Data File or any additional tables used to enhance this data which is sourced either from the relevant postal authority or other reputable third party suppliers.
- 7.7 The Customer is advised that the Supplier is not liable for any indirect or consequential loss (including without limitation loss of profits, goodwill or data) howsoever arising suffered by the Customer and arising in any way in connection with this Agreement, whether or not such loss has been discussed or contemplated by the parties pre-contract and whether or not such loss results from the negligence of the Licensor or any third party.
- 7.8 The Supplier's aggregate maximum liability to the Customer in respect of any direct loss (including property damage or any other loss to the extent that such loss is not excluded by clauses 7.3 - 7.6 above or otherwise) whether such claim arises in contract or in tort shall not exceed a sum equal to the total aggregate fees paid by the Customer during a maximum period of 12 months prior to the date at which the loss is claimed.
- 7.9 Where the Customer has or intends to have access to Royal Mail PAF® on a per click basis, any use of the Services by the Customer shall in addition be subject to the following requirements and limitations:
- 7.9.1 Any response to a PAF® lookup on a hosted service is limited to a maximum of 100 possible returns for each enquiry made. Returns in excess of the maximum figure will incur an additional charge for each 100 downloaded over an above the first 100, and
- 7.9.2 Where the Customer has purchased External Clicks, they may only use the PAF Data in conjunction with their own public access website application offering products or services to their clients or subscribers with a view to capturing, verifying, updating or amending details entered or to be entered by those clients or subscribers, where they have purchased and
- 7.9.3 The Customer must purchase Internal Clicks for any browser based or other applications, the use of which is limited to or intended for use by employees, agents, independent contractors or groups of companies, primarily for their own internal systems or processes (i.e. it is not public access) and
- 7.9.4 The Customer shall take reasonable care to ensure that any application which calls or has access to the Service is secure and remains secure from unauthorised access or interference from external third parties and
- 7.9.5 The Customer will not interfere with or attempt to interfere with any software or routines designed to manage the per click service in terms of measuring access or managing the information that is being returned.
- 7.10 None of the clauses above shall apply so as to restrict liability for death or personal injury resulting from the negligence of The Licensor or its appointed agents.

## **8 ACCEPTABLE USE POLICY**

- 8.1 The Website and use of the Services may be used for lawful purposes only. In particular the Customer agrees:

- 8.1.1 subject to any limitations required by Royal Mail in relation to the use of PAF®, to use the Services or the Website for its own use or in the provision of agreed services to their third party subscribers or customers;
  - 8.1.2 not to provide any commercial bureau services using the Services without obtaining written consent and revised terms from the Supplier, this consent not to be unreasonably withheld. For the avoidance of doubt this includes providing addressing or address management services or facilities to any third party for reward or advantage;
  - 8.1.3 in the case of any PAF® lookup or transaction to comply with the terms of the Royal Mail End User Agreement in respect of that transaction or lookup;
  - 8.1.3 not to use the Services to publish, post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information, or any material or information which infringes any intellectual property rights;
  - 8.1.4 not to use the Services threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;
  - 8.1.5 not to engage in illegal or unlawful activities using the Services or via the Website;
  - 8.1.6 not to make available or upload to the Website supporting the Services any files that the Customer knows contain a virus, worm, trojan or corrupt data; or
  - 8.1.7 not to obtain or attempt to obtain access, through whatever means, to other areas of the Supplier's computer network or to any Services which are identified as restricted or confidential.
  - 8.1.8 not to use the Services in connection with any unlawful or immoral purpose or for any reason or purpose that offends reasonable decency or taste.
- 8.2 If the Customer fails to comply with the Acceptable Use Policy outlined in Clause 8.1 the Supplier shall be entitled to withdraw the Services and terminate the Customer's account with immediate effect by notice in writing to the Customer. In the event of termination under this paragraph, any advance fees due or paid will be forfeit.

## **9 ALTERATIONS AND UPDATES**

- 9.1 The Customer will be issued with a user name and password in order to access the Service via an Account established for this purpose or alternative arrangements may be made to allow the Customer access to the Service and to meter that access. The Customer must take all reasonable steps to maintain the confidentiality of this user name and password and take reasonable steps to prevent unauthorised access to and use of the Service. If the Customer reasonably believes that this information has become known to any unauthorised person, or has reasonable grounds for believing that the security of their service has been compromised, the Customer agrees to immediately inform the Supplier and the password or security arrangements will be changed or modified accordingly.
- 9.2 The Supplier will apply new updates to the address files within a reasonable time of these becoming available. In the case of Royal Mail PAF® Data, this will be within one month of receiving the raw data from Royal Mail. All alterations and updates to the Website shall be made by the Supplier.
- 9.3 The Supplier reserves the right throughout the term of this Agreement to improve, upgrade or amend the Software or the Service to take into account changes or improvements in technology, standards, processes, third party licensing requirements or additions to the Data. In the case of minor changes or alterations, the Supplier will use all reasonable care to ensure that the Service to the Customer remains unaffected by such changes (subject to planned downtime). In the event that significant changes to the Service are planned or contemplated the Supplier will give reasonable advance notice to the Customer given the nature of the intended change(s). In the event that the Customer suffers or is likely to suffer considerable disadvantage as a result of such change and there is reasonable evidence to support their contention, they shall be entitled to terminate this Agreement from the time that the changes come into effect and seek recompense on a pro rata basis against any sums paid in advance for the Service.

## **10 INDEMNITY**

Each party agrees to indemnify and hold the other including its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the other arising out of any breach by the one party of the terms of this Agreement or other liabilities arising out of or relating to the Website.

## **11 TERM AND TERMINATION**

- 11.1 Subject to contrary agreement such as a Monthly Licence or a specifically agreed term of less or more than 12 months, this Agreement will become effective on the date the Customer's account is created and shall continue for a period of not less than 12 months and thereafter shall continue as an annual licence unless and until terminated by either party in accordance with the provisions of this Agreement, with no termination earlier than the initial period. Any unused credits more than 12 months old will automatically expire and be forfeit. Where the parties agree to a shorter licence period, the Agreement will terminate upon the expiration of that period and any unused credits will be forfeit.
- 11.2 The Supplier shall have the right to terminate this Agreement with immediate effect by notice in writing to the Customer if the Customer fails to make any payment when it becomes due.
- 11.3 The Customer shall be entitled to terminate this Agreement by notice in accordance with 9.3 above if changes to the Service cause unreasonable commercial disadvantage.
- 11.4 Subject to any right to terminate, where the parties have agreed to a 'per-click' arrangement where a number of lookups have been purchased by the Customer in advance from the Supplier, this Agreement will continue when the

agreed number of advance lookups has been exhausted unless the Agreement was for a fixed period of time less than 12 months and this fixed period has expired, or the Agreement was intended to terminate once the advanced lookups were exhausted. In the case of such continuation and subject to contrary agreement the 'per-click' rate for any additional lookups shall be at the rate published on the Website or notified to the Customer at the date of further or additional purchase. Where the advanced lookups have been provided free of charge or at a specially discounted rate, in the absence of any agreement to the contrary, further lookups will be at the published list price for the countries or datasets in question.

11.5 Either party may terminate this Agreement forthwith by notice in writing to the other if:

- 11.5.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so. The written notice will indicate the time allowed to remedy the breach (if remediable) but will allow a minimum period of at least 14 days; or
- 11.5.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances; or
- 11.5.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
- 11.5.4 the other party ceases to carry on its business or substantially the whole of its business; or
- 11.5.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

11.6 The Supplier may terminate this Agreement immediately in the following circumstances:

- 11.6.1 Where the Customer has or intends to have access to PAF® and is in breach of the Royal Mail End User Agreement or any other third party licence agreement, subject to which the Customer has access to the relevant data, or
- 11.6.2 Where the Customer has or intends to have access to PAF® and they bring the Royal Mail into disrepute, or
- 11.6.3 Where the Customer discloses any information relating to the business of Royal Mail which is specified by Royal Mail as being confidential, or
- 11.6.4 Where the Agreement between Royal Mail and the Supplier is terminated.

Our supply arrangements with Royal Mail for PAF® require us to include these termination provisions and those in 11.7 and 11.8 below.

11.7 In the event of any termination under 11.6 above the Customer shall promptly delete or remove any links to the Services and shall either return or destroy any and all supporting documentation that has been supplied to it and the Customer shall confirm in writing to the Supplier that all documentation has either been returned or destroyed (as appropriate).

11.8 Where Royal Mail data is used within the Service, Royal Mail shall have the right to directly enforce the terms under 11.6 above under the Contracts (Rights of Third Parties) Act 1999.

11.9 Any rights to terminate this Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of this Agreement as at the date of termination.

## 12 ASSIGNMENT

Neither party may assign or otherwise transfer this Agreement at any time without the consent of the other party in writing, such consent not to be unreasonably withheld.

## 13 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

## 14 SEVERANCE

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

## 15 DATA PROTECTION

15.1 The attention of both parties is drawn to the provisions of the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them (the Data Protection Requirements). In the case of UK Data, Royal Mail shall be the data controller in respect of any

personal data found in PAF. In the case of other address data, the data controller shall be the owner of that data, unless the contrary is indicated. The Supplier and the Customer agree and warrant to each other that they will not knowingly do any act which will place either themselves or the owner of the Data in breach of the Data Protection Requirements.

15.2 In relation to the provision of the Service, the Supplier shall provide the Service as a data processor. The Customer shall be the data controller in respect of any personal data that is to be found within its own database irrespective as to whether the address data within that database has been modified, updated or otherwise changed with or by reference to the Service. The Customer agrees that it will not do or fail to do anything in respect of their data that would place it or the Supplier in breach of the Data Protection Requirements and each party agrees that it will observe all its obligations under the Data Protection Requirements which arise in connection with the supply of the Services under this Agreement.

15.3 Where the Customer intends to download PAF® address information to areas outside the European Economic Area or to those countries that have been recognised as having sufficient protection for personal data, or in the case of the U.S.A to any person or organisation that is not party to a Safe Harbor Agreement, they shall advise the Supplier of this fact and shall be required to sign a separate legal agreement with the Supplier and Royal Mail in relation to the use of PAF®.

**16. NOTICES**

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served 2 days following the date of posting.

**17. ENTIRE AGREEMENT**

This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

**18. THIRD PARTY RIGHTS**

The Parties agree that unless the contrary is stated, nothing in this Agreement shall create a right which is enforceable by any other person who is not a party to this Agreement or a permitted assignee of such Party under the Contracts (Rights of Third Parties) Act 1999.

**19. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

Signed by a duly authorised representative of the Customer

Customer Signature .....

Customer Name .....

Date .....

Co. Reg. No.(if relevant) .....

## APPENDIX 1

Annual Access to the OnDemand ASP Service based on the number of purchased look-ups and the number of terminals accessing that data.

### Licences

Will be purchased by the Customer for an Account. Each Account will have a password or Access Code to identify it.

The Licence for each Account will generally (but not always) have the following two elements:

- 1 A number of Seats licensed to access the Service or a setup charge and
- 2 A number of lookups allocated to the Account (although this may be an unlimited number for an Annual Licence with no restriction on lookups). Lookups must be used within one year of purchase.

The whole system is designed to be as flexible as possible however and there may be special arrangements agreed between the parties.

### Annual Licence

This Licence will last for a period of 12 months paid in advance as a lump sum. Lookups will need to be purchased in addition.

### Technical Support

e-mail: [support@capscan.com](mailto:support@capscan.com)

phone support: workdays 09:00 - 17:30 (Excludes public holidays)

Support Line: +44 (0) 20 7428 1278

### Uptime

#### Fault Response Time

Response within 3 hours during support times, resolution within 20 days for minor problems and 5 days for major problems.

### Upgrades

Server software to be maintained with upgrades as appropriate

### Country Licensed

United Kingdom

### Licence Period

to

### Agreed Charges

### Any Special Arrangements

[to be inserted]

# ROYAL MAIL END USER LICENCE TERMS

## 1. DEFINITIONS

1.1 Where the context so admits, the following words and expressions shall have the following meanings:

“**Alias**” means the database known as the ‘Alias File’, which contains ‘Locality’, ‘Thoroughfare’, ‘Alias - Delivery Point’ and ‘County Alias’ details;

“**Associate**” means a business that has entered into and operates in accordance with an Associate Contract;

“**Associate Contract**” shall have the meaning given in clause 1.9 of Part 4 of Schedule 1;

“**Associate Group**” means a network, established or operated by the End-User, of businesses comprising that End-User and a minimum of ten (10) Associates (unless otherwise agreed in writing with the Solutions Provider) each of which has an Associate Contract with that End-User;

“**Associate Group Owner**” means the End-User where it has established or operates an Associate Group;

“**Associate Group Solution**” means a Solution (other than an External Transaction Solution) supplied or to be supplied by the Solutions Provider to the End-User where it is an Associate Group Owner for use by it and Associates participating in its Associate Group to the extent permitted pursuant to this Agreement;

“**Broker**” means a business that has entered into and operates in accordance with a Broker Contract;

“**Broker Contract**” shall have the meaning given in clause 1.10 of Part 5 of Schedule 1;

“**Broker Group**” means a network, established or operated by the End-User, of businesses comprising the End-User and a minimum of ten (10) Brokers (unless otherwise agreed in writing with Royal Mail) each of which has a Broker Contract with the End-User;

“**Broker Group Owner**” means the End-User where it has established or operates a Broker Group;

“**Broker Group Solution**” means a Solution (other than an External Transaction Solution) supplied or to be supplied by the Solutions Provider to the End-User where it is a Broker Group Owner for use by it and Brokers participating in its Broker Group to the extent permitted pursuant to this Agreement;

“**Cleansed Customer Database**” means a Customer Database upon which Database Cleansing (or any element thereof) has been performed by the End-User;

“**Cleansed End-User Database**” means the End-User Database upon which Database Cleansing (or any element thereof) has been performed by the End-User;

“**Confidential Information**” means any information of a confidential or proprietary nature (irrespective of the form of presentation or communication including, but not limited to, computer software, databases and data, physical objects and samples) relating to the business, operations, customers, processes, budgets, product information, know-how and strategies of either party or Royal Mail;

“**Corporate Licence Website**” means the Royal Mail website that lists Corporate Licensees and which is generally accessible to persons which have entered into a licence agreement with Royal Mail for the use of PAF®;

“**Corporate Licensee**” means a legal entity which is licensed to use PAF® pursuant to an agreement with Royal Mail known as the “Corporate Group Licence Agreement”;

“**Created Data**” means any data added to an End-User Database or to a Customer Database or to create a new database where previously there was none, as a result of the carrying out of Data Creation;

“**Customer Database**” means an End-User Customer’s electronic compilation of records, database or mailing list, which existed prior to any Database Cleansing being carried out pursuant to this Licence Agreement in respect of the same;

“**Data**” means the databases known as PAF® and/or Alias and any extracts from or updates to any of the same, that the End-User has elected to receive pursuant to the terms of this Licence Agreement as supplied or contained in any product, service or solution supplied by the Solutions Provider;

“**Data Creation**” means the use of the Data, whether incorporated in a Solution or otherwise, to create a new Record or Records by:

(i) add any PAF® Record or PAF® Records; and/or

(ii) add any PAF® Record Element or PAF® Record Elements;

in each case, to an End-User Database or to a Customer Database or to create a new database where previously there was none;

“**Data Supply Medium**” means the format on or method by which the Data is supplied or made available to the End-User;

“**Database Cleansing**” means any activity which involves the processing of an End-User Database or Customer Database using the Data and includes:

(i) the verification of an existing Record in the End-User Database or Customer Database as being the same as the entry on the Data;

(ii) the amendment of an existing Record in the End-User Database or Customer Database to correct the address so that it contains the same information as the entry on the Data;

(iii) the standardisation of an existing Record in the End-User Database or Customer Database into a “PAF® format”;

- (iv) the flagging or marking of an existing Record in the End-User Database or Customer Database as being the same as the Data;
- (v) adding further information derived from the Data to an existing Record in the End-User Database or Customer Database; and/or
- (vi) extracting duplicate existing Records in the End-User Database or Customer Database;

but does not include Data Creation;

**"Delivery Point"** means a complete postal address (business or residential), including a Postcode, to which mail is delivered;

**"End-User"** shall mean the single legal entity entering into this Licence Agreement with the Solutions Provider;

**"End-User Customer"** means a customer of the End-User which has entered into a written agreement with the End-User in respect of it carrying out Database Cleansing for that customer;

**"End-User Database"** means the End-User's electronic compilation of records, database or mailing list which existed prior to any Database Cleansing being carried out pursuant to this Licence Agreement in respect of the same;

**"European Commission Approved Transfers"** means transfers of personal data: (a) within the European Economic Area (b) to such other countries as are approved from time to time by the European Commission as having an adequate level of protection for personal information or (c) which are protected by legislation or frameworks within other countries where such legislation or frameworks have been approved by the European Commission as having an adequate level of protection for personal information;

**"Extended Use Solution"** means a Solution whereby the End-User is permitted to make the Data available to third party users of the End-User's own services for the limited purpose of confirming certain address details for the purposes of the subsequent delivery of such third party user's mail, packages, products or services by the End-User;

**"External Transaction Solution"** means a Solution whereby the End-User operates a publicly available website (or a technical equivalent) which offers products and services to its Service Recipients and which can capture, verify, update or amend an address or postcode entered by a Service Recipient;

**"Intellectual Property Rights"** means all intellectual and industrial property rights including, without limitation, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), copyrights, database rights, semiconductor topography rights, proprietary information rights, any other similar proprietary rights and all applications, extensions and renewals in relation to such rights as may exist anywhere in the world or be recognised in the future;

**"Internal Transaction Solution"** means a Solution whereby the End-User accesses or is able to access the Data for its own internal use by way of Transactions;

**"Licence Agreement"** means the terms comprising body of this agreement together with its annexes (if any);

**"Limited Record Selection"** means an option selected by the End-User which entitles it to access up to a maximum of two hundred thousand (200,000) PAF® Records across a maximum of up to four (4) adjoining Postcode Areas;

**"Load-Balancing Purposes"** means the purposes of splitting work, data, software or other materials between multiple computers, network links or other resources in order to optimise resource usage, minimise response time and improve reliability;

**"Look Up Solution"** means a Solution whereby the End-User offers a service to its Service Recipients by telephone, mobile telephone, PDA, on the internet or through other technical equivalents which allows a Service Recipient to obtain individual addresses or Postcodes for such Service Recipient's own personal use;

**"Maximum Data Return"** shall have the meaning given in the definition of "Transaction" in this clause 1;

**"PAF®"** means the database, or any part of it, known as the 'Postcode Address File' containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time. "PAF" is a registered trade mark of Royal Mail;

**"Permitted Subcontracting Purposes"** means purposes of the provision of data storage and/or information technology services to the End-User or where the sub-contractor is otherwise acting on behalf of the End-User for the End-User's own internal business purposes;

**"Postcode"** means a single alphanumeric code owned and developed by Royal Mail and allocated by Royal Mail to identify an address or number of addresses;

**"Postcode Area"** means the area identified by the outward part of the Postcode comprising the first two alphabetic characters;

**"Principal Products"** shall have the meaning given in clause 1.9 of Part 5 of Schedule 1 ;

**"Record"** means an individual entry in or to be made in a collection of data containing a Delivery Point or details of part of a Delivery Point and which may also contain a business or consumer name;

**"Royal Mail"** means Royal Mail Group Limited;

**"Service Recipient"** means a recipient of products or services from the End-User, whether a fee-paying customer or otherwise. For the avoidance of doubt, such recipient must be a third party and not a representative of the End-User itself;

**"Solution"** means any product, service or other solution of the Solutions Provider's which is modified or enhanced by, incorporated with, created using, derived from or derives benefit from, or involves the supply or the making available of the Data or any part of the Data (including the provision of raw Data). Such product, service or solution may: (i) be produced in any form, including any device, solution, software or database; (ii) be in written form or produced electronically; and (iii) include functionality, software, services or other data in addition to the Data itself;

**"Solutions Provider"** means the person licensed by Royal Mail (or sub-licensed by another person that is licensed to do so) to obtain copies and updates of the Data to enhance its own Solutions for supply to the End-User;

**"Term"** means the period agreed between the Solutions Provider and the End-User;

**"Transaction"** means, in response to a query relating to a Delivery Point (or part thereof) and/or the Alias data relating to a Delivery Point, a verification of that query and/or a return of data of up to a maximum of one hundred (100) Delivery Points and the Alias data relating to such returned Delivery Points ("Maximum Data Return"). For the avoidance of doubt:

(i) data comprising parts (rather than the whole) of Delivery Points may be returned;

(ii) further searches within the returned data (provided no additional data is returned as part of such search) are not considered to be a further "Transaction";

(iii) returns of data in excess of the Maximum Data Return shall be an additional "Transaction" or additional "Transactions" (as appropriate depending on the amount of data returned);

**"User"** means an individual work station or terminal or hand-held or otherwise portable device internal to the End-User; and

**"Working Day"** means any day which is not a Saturday, Sunday or public holiday in England.

- 1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa.
- 1.3 In the event of any inconsistency or conflict between any provisions of the clauses of the main body of this Licence Agreement and any provision of the annexes, the former shall prevail, but only to the extent of the relevant conflict or inconsistency.
- 1.4 Clause headings are for ease of reference only and do not affect the construction of this Licence Agreement.
- 1.5 Any references in this Licence Agreement to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

## **2. LICENCE**

The End-User may use the Data in the Solution as provided to the End-User by the Solutions Provider on a non-exclusive, non-transferable, revocable basis, for the Term (unless terminated earlier), in accordance with the terms of this Licence Agreement.

## **3. LIMITS ON USE OF THE DATA**

### **3.1 General Limits on Use**

- 3.1.1 The End-User shall use the Data for its own internal use only except as and only to the extent expressly permitted pursuant to this Licence Agreement.
- 3.1.2 Except as is expressly permitted by the terms of this Licence Agreement, the End-User shall not:
  - 3.1.2.1 use any of the Data or any Solution to create its own products or services containing any of the Data to provide or offer to any third party;
  - 3.1.2.2 copy or reproduce (subject to clauses 3.1.3 and 3.1.4), extract, publish or reutilise the whole or any part of the Data;
  - 3.1.2.3 transfer, sell, license, disseminate or in any way part with possession of the whole or any part of the Data to any third party.
- 3.1.3 The End-User may make copies of the Data to the extent reasonably necessary for the following purposes only: back-up, security, disaster recovery purposes and testing.
- 3.1.4 The End-User may also make identical copies of the Data supplied to it to the extent reasonably necessary for Load-Balancing Purposes. The End-User shall ensure that such copies are not used for any other purpose and shall notify the Solutions Provider where it does make any such copies.
- 3.1.5 Except as expressly stated in this Licence Agreement, the End-User shall not:
  - 3.1.5.1 carry out any Data Creation unless it has the prior written consent of the Solutions Provider and then provided only that any such Data Creation is deemed to be a further copy of the Data;
  - 3.1.5.2 subject to the provisions of Schedule 1, supply or give access to any Created Data or any database or copy of a database (or, in each case, any part thereof) which includes any Created Data.
- 3.1.6 The End-User is permitted to carry out Database Cleansing only in respect of its own End-User Databases and Customer Databases (and in respect of such Database Cleansing and then the supply of a Cleansed Customer Database to the End-User Customer from which it originated as a Customer Database, this shall be known as "Bureau Services") and not any other databases and provided that:
  - 3.1.6.1 in respect of End-User Databases, it at all times complies with the provisions of clauses 3.1.7 to 3.1.11; and
  - 3.1.6.2 in respect of Customer Databases, it at all times complies with the provisions of Part 6 of Schedule 1.
- 3.1.7 The End-User shall only be entitled to use each Cleansed End-User Database for its own internal use and, subject to clauses 3.1.8 to 3.1.10, for supply to third parties.

- 3.1.8 For the purposes of clauses 3.1.9 and 3.1.10:
- 3.1.8.1 the meaning of “series of connected databases” shall include (but not be limited to) databases directly or indirectly derived from a single database or originating from the End-User or End-User Customer;
  - 3.1.8.2 the meaning of “substantially all” can be determined qualitatively or quantitatively and shall be determined in the reasonable opinion of Royal Mail;
  - 3.1.8.3 the expression “normal data supply activities” includes any activities carried out by the End-User as part of or in connection with its day to day business of providing address database services to third parties and may, as appropriate, include (but not be limited to) mailing list supply to mailing houses or other mailing list purchasers and the provision of sample address lists for market research purposes, but shall not include further database cleansing by the End-User, or the licensing of any third party by the End-User to reproduce the Cleansed End-User Database or to use it for database cleansing purposes; and
  - 3.1.8.4 any description of a “comprehensive postal address database” includes a description of an address database as comprising all or substantially all the delivery points in the United Kingdom, England, Scotland, Wales or Northern Ireland, or any description of similar meaning or effect.
- 3.1.9 Any Cleansed End-User Database, which (as a single database or as part of a series of connected databases) comprises all or substantially all the Delivery Points in the United Kingdom or any of England, Scotland, Wales or Northern Ireland, may only be supplied by the End-User to a third party where it all times complies with the provisions of clause 3.1.10.
- 3.1.10 Any Cleansed End-User Database which (either on its own or as part of series of connected databases) comprises all or substantially all the Delivery Points in the United Kingdom or any of England, Scotland, Wales or Northern Ireland may only be supplied by the End-User to third parties (the “First Level Third Parties”), and by such First Level Third Parties to other third parties (the “Second Level Third Parties”), provided that:
- 3.1.10.1 neither the End-User nor any third party shall at any time promote, market, represent or hold out the Cleansed End-User Database as being a “master” comprehensive postal address database or “original” comprehensive postal address database or as being of any similar description;
  - 3.1.10.2 such Cleansed End-User Database shall be supplied by the End-User to a First Level Third Party or by a First Level Third Party to a Second Level Third Party, in each case only as part of its normal data supply activities;
  - 3.1.10.3 any such supply to a Second Level Third Party is subject to a requirement that the Cleansed End-User Database shall at all times be used only for the internal purposes of any such Second Level Third Party (and not for supply to any other third party);
  - 3.1.10.4 any such supply to a Second Level Third Party is subject to requirements on such Second Level Third Party not to reproduce or make any copies of the Cleansed End-User Database or of a substantial part thereof for supply to any other third party and not to make any such supplies; and
  - 3.1.10.5 during the Term and for a period of six (6) years after the date of termination of this Licence Agreement, any supply to any First Level Third Party or Second Level Third Party is subject to a prominent notice stating that the Cleansed End-User Database has been cleansed against Royal Mail’s PAF® being attached and embedded electronically in any soft copy of, and being attached to any hard copy medium comprising or containing any such Cleansed End-User Database. The provisions of this clause 3.1.10 shall continue to operate after any expiry or termination of this Licence Agreement.
- 3.1.11 The End-User may include the following statement, provided only that its use is reasonable, on its business stationery and publicity material and provided that such use is not permitted after the date of expiry or termination of this Agreement: “[Name of End-User] processes databases against Royal Mail’s PAF® and Alias databases.”
- 3.1.12 During the Term and for a period of three (3) years after the date of termination of this Licence Agreement, the End-User shall, upon request provide within twenty (20) Working Days to the Solutions Provider, the name and contact details of all third parties to whom the Cleansed End-User Database has been supplied. The provisions of this clause 3.1.12 shall continue to operate after any expiry or termination of this Licence Agreement.
- 3.1.13 The provisions of Schedule 1 (Advanced Options) shall also apply where the End-User receives or is able to access a Solution that is or includes the Look Up Solution, External Transaction Solution, Extended Use Solution, Associate Group Solution or Broker Group Solution or where it wishes to provide Bureau Services.

## **3.2 Data Protection**

- 3.2.1 The Parties’ attention is drawn to the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them (the “Data Protection Requirements”). The End-User acknowledges that Royal Mail is the data controller in respect of any personal data in the Data. Royal Mail and the Solutions Provider acknowledge that the

End-User is the data controller in respect of any personal data in its own database whether it has been cleansed, modified or otherwise. The End-User agrees it will not do or omit to do any act which would place it, the Solutions Provider or Royal Mail in breach of the Data Protection Requirements and each Party warrants to the other that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with the performance of this Licence Agreement. The End-User agrees that it shall:

- 3.2.1.1 implement appropriate technical and organisational measures to protect personal data within the Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access;
- 3.2.1.2 promptly refer to Royal Mail (either directly or indirectly via the Solutions Provider any queries relating to the personal data within the Data from data subjects, the Information Commissioner or any other law enforcement authority, for Royal Mail to resolve;
- 3.2.1.3 promptly upon request from Royal Mail provide such information to Royal Mail as Royal Mail may reasonably require to allow it to comply, in relation to the personal data within the Data, with the rights of data subjects, including subject access rights, or with information notices served by the Information Commissioner; and
- 3.2.1.4 ensure that if, during the term of this Licence Agreement, it intends to make any transfers of personal data within the Data which are not European Commission Approved Transfers, then it shall, prior to any such transfer, obtain Royal Mail's consent and at the End-User's own cost provide such further information and sign such further documents, agreements or deeds as Royal Mail may require to ensure the adequate protection of the personal data.

For the purposes of this clause 3.2 "data controller", "data subject", "personal data" and "processing" shall have the meanings ascribed to them in the Data Protection Act 1998.

### **3.3 Sub-Contracting**

- 3.3.1 The End-User shall be permitted to provide Data or allow the provision of or access to Data to its sub-contractors only for the purposes of and to the extent necessary for:
  - 3.3.1.1 the provision of data storage and/or information technology services to the Solutions Provider; and/or
  - 3.3.1.2 the sub-contractor to otherwise act on behalf of the End-User for the End-User's own internal business purposes;and, in each case, only using the Data for the End-User's own business purposes and not otherwise for the sub-contractor's own purposes or benefit and only provided that it at all times complies with clause 3.3.2.
- 3.3.2 The End-User shall ensure that:
  - 3.3.2.1 the Solutions Provider has given its prior written consent to the End-User's use of such sub-contractor within ten (10) Working Days of request and the End-User shall inform the Solutions Provider or Royal Mail (as appropriate) of the name and address of the sub-contractor and such other details as the Solutions Provider and/or Royal Mail may reasonably request; and
  - 3.3.2.2 such sub-contractor has entered into a written agreement with the End-User on terms which reflect the use of the Data permitted pursuant to clause 3.3.2 and which are otherwise no less onerous, and which do not grant more extensive rights, than those contained in this Licence Agreement (the "Sub-Contractor Agreement") in relation to the Data and which:
    - (a) includes termination provisions equivalent, as between End-User and its sub-contractor, to those set out in this Licence Agreement and which provide that the agreement will automatically terminate if this Licence Agreement is terminated or if the End-User otherwise ceases to be licensed to use and/or permit the sub-contractor to use the Data;
    - (b) contains provisions relating to confidentiality and to the ownership and protection of the Data and Intellectual Property Rights subsisting in and/or relating to the Data, which are no less onerous than and which do not grant more extensive rights than those contained in this Licence Agreement, including (without limitation) clauses 2 (Licence), 3 (Limitations on Use of the Data by End-Users), 6 (Liability) and 7 (Property Rights in the Data); and
    - (c) enables Royal Mail to directly enforce all terms relating to the Data by virtue of the Contracts (Rights of Third Parties) Act 1999; and
  - 3.3.2.3 the End-User shall not be relieved of any of its obligations under this Licence Agreement and shall remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own and shall be responsible for all loss or damage (whether direct or indirect or consequential) howsoever arising out of or in connection with such sub-contractor's use of or access to the Data;
  - 3.3.2.4 the End-User promptly provides to Royal Mail copies of such Sub-Contractor Agreements as may be requested by Royal Mail (or the Solutions Provider on behalf of Royal Mail) from time to time.

## **4. END-USER OBLIGATIONS**

- 4.1 The End-User shall keep a complete and accurate audit trail of all financial and non-financial transactions relating to this Licence Agreement and shall retain the same for a period of six (6) years. The End-User shall grant the Solutions Provider and/or Royal Mail and/or their agents reasonable accompanied access upon reasonable prior notice, during working hours, to its premises, accounts and records relevant to this Licence Agreement for the purposes of verifying and monitoring the End-User's compliance with its obligations under this Licence Agreement (the "Audit") and shall provide all reasonable cooperation and assistance in relation to the Audit. Royal Mail shall not carry out an Audit more than once in any twelve (12) month period except where it reasonably suspects that the End-User has failed to comply with any of its obligations under this Licence Agreement.
- 4.2 The End-User shall comply with all laws and regulations applicable to its use of the Data.

## **5. FEES**

- 5.1 The Solutions Provider acknowledges that the fees that it is charged by Royal Mail in relation to the Data and its subsequent usage by End-Users are calculated on the same basis as those charged to all solutions providers operating under the same or similar terms. Such fees may be amended by Royal Mail each year. The current fees are, and any varied fees will be, made publicly available by Royal Mail by being published on its publicly available website, which is currently at [www.royalmail.com](http://www.royalmail.com), from time to time. The Solutions Provider acknowledges that it is not under any obligation to Royal Mail to charge certain fees to the End-User.
- 5.2 The End-User acknowledges that it has made all reasonable efforts to ascertain if it is a Corporate Licensee in advance of paying any fees to the Solutions Provider, including making all reasonable enquiries of any parent companies and/or subsidiaries and checking the Corporate Licence Website.
- 5.3 Where the End-User is required by the Solutions Provider to pay any fees calculated on a Transaction basis (other than where this is an annual fee for unlimited Transactions) in relation to any Data stored by it (rather than by the Solutions Provider for the End-User to remotely access) then it shall ensure that access to that Data is controlled by means of a Transaction Management System. Notwithstanding the foregoing, the End-User shall at all times ensure that the Maximum Data Return is not exceeded in any single Transaction.
- 5.4 Where the End-User has elected to pay any fees for any of the Data calculated on per User basis the applicable fee shall be payable in respect of each User which has the ability to access any of the Data from time to time. The End-User shall not allow any Users in excess of the number that it has notified to the Solutions Provider to access or have the ability to access any of Data.
- 5.5 Where the End-User has elected to only be able to access, and hence pay any fees, for Data for certain Postcode Areas and/or "Limited Record Selection" then it shall ensure that it does not access any Data in excess of that Data so selected.
- 5.6 Where the End-User purchases a block or blocks of Transactions by the Solutions provider, each such block of Transactions shall remain valid for a period of twelve months from the date of supply or the making available of that block. At the end of each such twelve month period any unused Transactions in such block shall be deemed to be expired and, as directed by the Solutions Provider, shall either not be used or shall be charged for as if they were a further block.

## **6. LIABILITY**

- 6.1 Royal Mail does not in any way warrant the accuracy or completeness of the Data and shall not be liable for any loss or damage (whether direct or indirect or consequential) howsoever arising out of or in connection with this Licence Agreement or its termination, except to the extent that such liability may not be lawfully excluded.
- 6.2 Royal Mail is not liable in any way in respect of any Data or Solutions provided by the Solutions Provider to the End-User.
- 6.3 Even if the Solutions provided to the End-User by the Solutions Provider are designated as Royal Mail approved, Royal Mail does not in any way warrant that such Solutions have been tested for use by any party or that such Solutions will be suitable for or be capable of being used by any party.
- 6.4 Royal Mail shall not be obliged in any circumstances to provide any Data or any Solutions direct to the End-User.
- 6.5 For the avoidance of doubt, neither party excludes liability for any personal injury or death which is caused by their negligence or for any other liability which may not be excluded by law.
- 6.6 The provisions of this clause 6 shall continue to operate after any expiry or termination of this Licence Agreement.

## **7. PROPERTY RIGHTS IN THE DATA**

- 7.1 The Data and all Intellectual Property Rights subsisting in and/or relating to the Data from time to time are and shall remain the property of Royal Mail or its licensors. The End-User shall acquire no rights in the Data or the Intellectual Property Rights except as expressly provided in this Licence Agreement. This Licence Agreement shall not operate as an assignment by Royal Mail or the Solutions Provider of any Intellectual Property Right that may subsist in or relate to the Data.

- 7.2 Royal Mail reserves all its Intellectual Property Rights in the Data and reserves its rights under this Licence Agreement (including all its rights to take enforcement action in respect of the same) in relation to any use of the Data (or any part of the Data) by the End-User and/or any End-User Customer which is not permitted under this Licence Agreement. This shall include, without limitation, any provision to a third party of a copy of or access to any Cleansed End-User Database or Cleansed Customer Database or any other database which is in breach of or results from a breach of this Licence Agreement.
- 7.3 The End-User shall not remove or tamper with any Intellectual Property Rights notice attached or used in relation to the Data.
- 7.4 The Licence Agreement does not grant to the End-User any right to use any of the trade marks, service marks, business names or logos of Royal Mail.
- 7.5 The provisions of this clause 7 shall continue to operate after the termination of this Licence Agreement.

## **8. ASSIGNMENT**

The End-User shall not assign any of its rights or obligations under this Licence Agreement or otherwise transfer this Licence Agreement or any part of it (including any licence) without the prior written consent of the Solutions Provider.

## **9. GENERAL**

- 9.1 This Licence Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the English courts.
- 9.2 The provisions of this clause 9 shall continue to operate after any expiry or termination of this Licence Agreement.

## **SCHEDULE 1**

### **ADVANCED OPTIONS**

#### **PART 1 - LOOK UP SOLUTIONS**

##### **Recitals**

- (A) Look Up Solutions exist to allow End-Users to make limited amounts of Data available to third parties in order to confirm certain address details in response to enquiries by such third parties.
- (B) Where an End-User wishes to use any such Look Up Solutions it must at all times do so on the terms and conditions consistent with this Part 1 of Schedule 1.

##### **1. Look Up Solutions: Operative Provisions**

- 1.1 Where the End-User provides a Look Up Solution, the End-User shall:
- 1.1.1 at all times have possession and control of the Data and under no circumstances shall the End-User pass the same to any of its Service Recipients or other third party other than as expressly permitted by this Part 1 of Schedule 1;
  - 1.1.2 only offer the Look Up Solution as a look-up service, which enables its Service Recipients to search for an individual address and/or postcode;
  - 1.1.3 only provide the information set out in paragraph 1.1.2 above in response to an enquiry submitted by a Service Recipient contacting the End-User;
  - 1.1.4 only permit each Service Recipient to submit fifteen (15) enquiries to the look up service each day and shall only provide responses to fifteen (15) such enquiries per day from each Service Recipient; and
  - 1.1.5 where it provides the Look Up Solution over the internet it must only offer the Look Up Service on its own publicly available website and not on any third party publicly available website and it must provide its Service Recipients with the "Service Recipient Licence" set out below:

"You are receiving or have received information which is derived from databases (or parts or extracts thereof) of which Royal Mail is the owner or creator, or otherwise authorised to use (the "Data"). Royal Mail owns, or is licensed, all Intellectual Property Rights which subsist in and/or relate to that Data from time to time. You must not at any time copy, reproduce, publish, sell, let, lend, extract, reutilise or otherwise part with possession or control of or relay or disseminate any part of this information or use it for any purpose other than your own private or internal use. You shall only be entitled to submit a maximum of fifteen (15) enquiries to this look up service per day."

#### **PART 2 - EXTERNAL TRANSACTION SOLUTIONS**

## **Recitals**

- (A) External Transaction Solutions exist to allow End-Users to make limited amounts of Data available to third parties in order to confirm certain address details where a product or service is being made available to such third parties via the End-User's publicly available website.
- (B) Where an End-User wishes to use any such External Transaction Solutions it must at all times do so on the terms and conditions consistent with this Part 2 of Schedule 1.

### **1. External Transaction Solutions: Operative Provisions**

- 1.1 Where the End-User uses an External Transaction Solution, the End-User shall:
  - 1.1.1 only use the External Transaction Solution to carry out Transactions for the purpose of capturing, verifying, updating or amending details entered by a Service Recipient or prospective Service Recipient on the End-User's publicly available website and only for the purpose of despatching a product (such purpose may include the provision of the Service Recipient's verified, updated or amended details to a postal or delivery service provider for the purposes of carrying out that despatch) or for the purpose of the provision of a service, in each case that is offered on such publicly available website to the Service Recipient;
  - 1.1.2 ensure that the External Transaction Solution is configured in such a way that a request is initiated by a Service Recipient of the End-User via the End-User's publicly available website to verify, update or amend a single address or Postcode entered by that Service Recipient on the End-User's publicly available website. Upon receipt of that request, the External Transaction Solution must respond by returning a correct address or Postcode or confirming that the address inputted is correct;
  - 1.1.3 except where it is required by the Solutions Provider to pay only an annual fee rather than fees on a per Transaction basis, monitor the number of Transactions performed and report this accurately to the Solutions Provider;
  - 1.1.4 not use the Data, or any part of it, as contained in the External Transaction Solution elsewhere in its organisation or for any purpose other than to operate the External Transaction Solution.
- 1.2 The End-User shall not use the External Transaction Solution for any other purpose other than as permitted in paragraph 1.1 and shall not pass on any part of the Data obtained as a result of using the External Transaction Solution to any third party unless expressly permitted in accordance with this Licence Agreement.

## **PART 3 – EXTENDED USE SOLUTIONS**

### **Recitals**

- (A) Extended Use Solutions exist to allow End-Users to make the Data available to third party users of the End-User's own services for the limited purpose of confirming certain address details for the purposes of the subsequent delivery of such third party user's mail, packages, products or services by the End-User.
- (B) Where an End-User wishes to use any such Extended Use Solutions it must at all times do so on the terms and conditions consistent with this Part 3 of Schedule 1.

### **1. Extended Use Solutions: Operative Provisions**

- 1.1 Where the End-User uses an Extended Use Solution, the End-User shall:
  - 1.1.1 only use Extended Use Solution for the purpose of making the Data available to third party users of the End-User's own services with whom it has a contractual relationship for the provision of such services (the "Service Users");
  - 1.1.2 only make the Data available to its Service Users for the purposes of that Service User verifying, updating or amending address details and only for the purpose of the subsequent delivery by the End-User of the Service User's mail, packages, products or services;
  - 1.1.3 ensure that Service Users do not use the Data, or any part of it, for any other purpose other than that described in clause 1.1.2 and shall not supply or make the Data available to any other third party. For the avoidance of doubt, the Service User may supply an address which has been verified, updated or amended using the Data to the End-User for the purposes described in clause 1.1.2;
  - 1.1.4 not use the Data, or any part of it, as contained in the Extended Use Solution for its own internal use or for any purpose other than to operate the Extended Use Solution as permitted pursuant to this clause 1.1.

## **PART 4 - ASSOCIATE GROUP SOLUTIONS**

### **Recitals**

- (A) Associate Group Solutions exist to provide for cost effective use of the Data by an End-User where it has established or where it operates a closely connected group comprising other legal entities.
- (B) In the case of Associate Groups, the relevant closely connected groups those in a franchise-type situation.
- (C) For the purposes of Associate Group Solutions an End-User will be described as the Associate Group Owner.
- (D) Where an End-User wishes to use any such Associate Group Solutions it must at all times do so on the terms and conditions of this Part 4 of Schedule 1.

## **1. Associate Group Solutions: Operative Provisions**

- 1.1 Where the End-User is an Associate Group Owner and receives or uses any Associate Group Solutions supplied by the Solutions Provider then it shall be liable to pay to the Solutions Provider the appropriate fees in respect of each Associate Group Solution and this shall be on behalf of itself and all Associates that participate in the same Associate Group.
- 1.2 The use by the Associate Group Owner of any other Solution, or the use of the Associate Group Solution or any Data for any purpose other than as expressly set out in this Part 4 of Schedule 1 must be licensed appropriately in accordance with the other provisions of this Licence Agreement and in respect of which the appropriate licence fees shall be paid.
- 1.3 The Associate Group Owner shall not permit any Associates to use or access the Associate Group Solution or any Data for any purpose other than as expressly set out in this Part 4 of Schedule 1. Where an Associate wishes to use the Data in any way other than as expressly set out in this Part 4 of Schedule 1 it shall first enter into an End-User Agreement with the Solutions Provider or other appropriately licensed third party.
- 1.4 The Associate Group Owner shall ensure that each Associate Group Solution shall only be used by it and the Associates that participate in that same Associate Group and not by any other person.
- 1.5 The Associate Group Owner shall remain primarily responsible for the acts and omissions of the Associates that participate in its Associate Groups as though they were its own and shall be responsible for all loss or damage (whether direct or indirect or consequential) howsoever arising out of or in connection with such Associates' use of or access to the Data.
- 1.6 Where the Associate Group Owner receives or uses an Associate Group Solution supplied by the Solutions Provider then it shall enter into and enforce the terms of a written agreement with each Associate that participates in its Associate Group. The terms of such agreement shall be equivalent to, no less onerous than and shall not grant more extensive rights than those terms relevant to the Associate Group Solution which are contained in this Licence Agreement (including, without limitation, those provisions relating to the licensing and limitations on the use of the Data, termination, confidentiality, liability and property rights in the Data) and which:
  - 1.6.1 only permits each such Associate to use the Associate Group Solution as set out in this Licence Agreement and not for any other purpose, including any other internal use or for supplying or making available to any other third party; and
  - 1.6.2 enables Royal Mail to directly enforce all terms relating to the Data by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 1.7 The Associate Group Owner shall on request notify the Solutions Provider in writing of all Associates that participate in its Associate Group and shall provide it with copies of the agreements between it and the Associates that participate in its Associate Group.
- 1.8 Upon request from Royal Mail and/or the Solutions Provider, the Associate Group Owner shall provide evidence to Royal Mail's reasonable satisfaction which shows that each Associate that is identified by the Associate Group Owner as an Associate is a genuine Associate.
- 1.9 The Associate Group Owner shall enter into or shall already have entered into a written contract with each Associate which:
  - 1.9.1 authorises the Associate to undertake marketing, distributing, supplying, reselling or providing information to, or obtaining enquiries or orders from, third party Service Recipients or potential Service Recipients, in each case in respect of the products and/or services supplied in accordance with a common identity and business format or method;
  - 1.9.2 obliges the Associate Group Owner to provide know-how and/or technical and/or business support to the Associate; and
  - 1.9.3 obliges the Associate to operate according to specified methods or standards; in each case in a manner which is consistent throughout the Associate Group (the "Associate Contract").
- 1.10 The Associate Group Owner shall ensure that the Associate Group Solution:
  - 1.10.1 shall be securely held by it and only made available and accessible to it and the Associates participating in that same Associate Group with sufficient security to prevent use by any other person (the "Secure Associate Network");
  - 1.10.2 where made available or is accessible to Associates over an electronic network, such electronic network shall be owned or controlled by the Associate Group Owner and the Associate Group Solution shall only be made available or accessible over a secure electronic

- connection with technical restrictions to prevent use by any other person (the "Secure Associate Electronic Network");
- 1.10.3 shall only be used for the purposes of capturing, completing and/or verifying address details of Service Recipients or potential Service Recipients and only provided such details are supplied to the Secure Associate Network or entered into the Secure Associate Electronic Network by the Associate Group Owner or the Associates participating in that same Associate Group and not by the Service Recipient or any other person;
- 1.10.4 is only used in connection with the supply or offers of supply of the products and/or services supplied in accordance with a common identity and business format or method which is specified in the Associate Contract and/or the provision of information on those products and/or services, in each case to Service Recipients or potential Service Recipients.
- 1.11 The Associate Group Owner shall ensure that Royal Mail, the Solutions Provider and/or any of their agents may upon ten (10) Working Days' notice be entitled to reasonable accompanied access during business hours to its premises, systems, accounts and records and those of each Associate for the purpose of verifying and monitoring the Associate Group Owner's compliance with and performance of its obligations under this Licence Agreement.

## **PART 5 - BROKER GROUP SOLUTIONS**

### **Recitals**

- (A) Broker Group Solutions exist to provide for cost effective use of the Data by an End-User where it has established or where it operates a closely connected group comprising other legal entities.
- (B) In the case of Broker Groups, the relevant closely connected groups are those where an End-User and its group members are authorised brokers, agents or distributors of third party products and/or services or where the group members otherwise act on behalf of the supplier of those third party products and/or services and the usage of the Data by those group members is limited and is essentially for the benefit of that End-User in connection with the service it provides to the group members in facilitating the supply of the third party products and/or services.
- (C) For the purposes of Broker Group Solutions an End-User will be described as the Broker Group Owner.
- (D) Where an End-User wishes to use any such Broker Group Solutions it must at all times do so on the terms and conditions of this Part 5 of Schedule 1.

### **1. Broker Group Solutions: Operative Provisions**

- 1.1 Where the End-User is a Broker Group Owner and receives or uses any Broker Group Solutions supplied by the Solutions Provider then it shall be liable to pay to the Solutions Provider the appropriate fee in respect of each Broker Group Solution and this shall be on behalf of itself and all Brokers that participate in the same Broker Group.
- 1.2 The use by the Broker Group Owner of any other Solution, or the use of the Broker Group Solution or any Data for any purpose other than as expressly set out in this Part 5 of Schedule 1 must be licensed appropriately in accordance with the other provisions of this Licence Agreement and in respect of which the appropriate licence fees shall be paid.
- 1.3 The Broker Group Owner shall not permit any Brokers to use or access the Broker Group Solution or any Data for any purpose other than as expressly set out in this Part 5 of Schedule 1. Where a Broker wishes to use the Data in any way other than as expressly set out in this Part 5 of Schedule 1 it shall first enter into an End-User Agreement with the Solutions Provider or other appropriately licensed third party.
- 1.4 The Broker Group Owner shall ensure that each Broker Group Solution shall only be used by it and the Brokers that participate in that same Broker Group and not by any other person.
- 1.5 The Broker Group Owner shall remain primarily responsible for the acts and omissions of the Brokers that participate in its Broker Groups as though they were its own and shall be responsible for all loss or damage (whether direct or indirect or consequential) howsoever arising out of or in connection with such Brokers' use of or access to the Data.
- 1.6 Where the Broker Group Owner receives or uses a Broker Group Solution supplied by the Solutions Provider then it shall enter into and enforce the terms of a written agreement with each Broker that participates in its Broker Group. The terms of such agreement shall be equivalent to, no less onerous than and shall not grant more extensive rights than those terms relevant to the Broker Group Solution which are contained in this Licence Agreement (including, without limitation, those provisions relating to the licensing and limitations on the use of the Data, termination, confidentiality, liability and property rights in the Data) and which:
- 1.6.1 only permits each such Broker to use the Broker Group Solution as set out in this Licence Agreement and not for any other purpose, including any other internal use or for supplying or making available to any other third party; and
- 1.6.2 enables Royal Mail to directly enforce all terms relating to the Data by virtue of the Contracts (Rights of Third Parties) Act 1999.

- 1.7 The Broker Group Owner shall on request notify the Solutions Provider in writing of all Brokers that participate in its Broker Group and shall provide it with copies of the agreements between it and the Brokers that participate in its Broker Group.
- 1.8 Upon request from Royal Mail and/or the Solutions Provider, the Broker Group Owner shall provide evidence to Royal Mail's reasonable satisfaction which shows that each Broker that is identified by the Broker Group Owner as a Broker is a genuine Broker.
- 1.9 The Broker Group Owner shall ensure that both it and each Broker participating in the same Broker Group is authorised to act as broker, distributor or agent or otherwise on behalf of principal suppliers (all of which shall be operating in the same industry) of products and/or services (the "Principal Products"), in each case pursuant to a written contract with each such supplier.
- 1.10 The Broker Group Owner shall enter into or shall already have entered into a written contract with each Broker which permits such Broker to use a service provided by the Broker Group Owner which facilitates both it and the Broker in acting as brokers, distributors or agents for the supply of the Principal Products (the "Broker Contract").
- 1.11 The Broker Group Owner shall ensure that the Broker Group Solution:
  - 1.11.1 shall be securely held by it and only made available and accessible to it and the Brokers participating in that same Broker Group with sufficient security to prevent use by any other person (the "Secure Broker Network");
  - 1.11.2 where made available or is accessible to Brokers over an electronic network, such electronic network shall be owned or controlled by the Broker Group Owner and the Broker Group Solution shall only be made available or accessible over a secure electronic connection with technical restrictions to prevent use by any other person (the "Secure Broker Electronic Network");
  - 1.11.3 shall only be used for the purposes of capturing, completing and/or verifying address details of Service Recipients or potential Service Recipients, which shall only be for and on behalf of the Broker Group Owner and only provided such details are supplied to the Secure Broker Network or entered into the Secure Broker Electronic Network by the Broker Group Owner or Brokers participating in that same Broker Group and not by the Service Recipient or any other person;
  - 1.11.4 is only used in connection with the supply or offers of supply of Principal Products, as set out in the Broker Contract, and/or the provision of information on those Principal Products, in each case to Service Recipients or potential Service Recipients.
- 1.12 The Broker Group Owner shall ensure that Royal Mail, the Solutions Provider and/or any of their agents may upon ten (10) Working Days' notice be entitled to reasonable accompanied access during business hours to its premises, systems, accounts and records and those of each Broker for the purpose of verifying and monitoring the Broker Group Owner's compliance with and performance of its obligations under this Licence Agreement.

## **PART 6 - DATABASE CLEANSING OF CUSTOMER DATABASES AND BUREAU SERVICES**

### **Recitals**

- (A) The End-User is permitted to carry out certain database cleansing activities in respect of third party databases.
- (B) Where the End-User cleanses a third party database and then supplies the resulting cleansed database back to that third party then it is intended that this shall be known as "Bureau Services".
- (C) Where an End-User wishes to carry out any such database cleansing activities, as Bureau Services or otherwise, it must at all times do so on the terms and conditions consistent with this Part 6 of Schedule 1.

### **1. Database Cleansing of Third Party Databases and Bureau Services: Operative Provisions**

- 1.1 The End-User shall be entitled to:
  - 1.1.1 retain each Cleansed Customer Database provided that each such Cleansed Customer Database shall only be used by the End-User for its internal use only and, subject to paragraphs 1.2 to 1.5, below, for supply to third parties;
  - 1.1.2 return each Cleansed Customer Database to the End-User Customer which supplied the relevant original Customer Database to the End-User provided that the End-User shall ensure that each such End-User Customer shall only:
    - 1.1.2.1 use such Cleansed Customer Database for its own internal use; and
    - 1.1.2.2 supply such Cleansed Customer Database to a third party provided it at all times complies with the provisions the equivalent of paragraphs 1.2 to 1.5, below.
- 1.2 For the purposes of paragraphs 1.3 and 1.4, below:
  - 1.2.1 the meaning of "series of connected databases" shall include (but not be limited to) databases directly or indirectly derived from a single database or originating from the End-User Customer;
  - 1.2.2 the meaning of "substantially all" can be determined qualitatively or quantitatively and shall be determined in the reasonable opinion of Royal Mail;

- 1.2.3 the expression “normal data supply activities” includes any activities carried out by the End-User or End-User Customer as part of or in connection with its day to day business of providing address database services to third parties and may, as appropriate, include (but not be limited to) mailing list supply to mailing houses or other mailing list purchasers and the provision of sample address lists for market research purposes, but shall not include further database cleansing by the End-User or End-User Customer, or the licensing of any third party by the End-User or End-User Customer to reproduce the Cleansed Customer Database or to use it for database cleansing purposes; and
- 1.2.4 any description of a “comprehensive postal address database” includes a description of an address database as comprising all or substantially all the delivery points in the United Kingdom, England, Scotland, Wales or Northern Ireland, or any description of similar meaning or effect.
- 1.3 Any Cleansed Customer Database, which (as a single database or as part of a series of connected databases) comprises all or substantially all the Delivery Points in the United Kingdom or any of England, Scotland, Wales or Northern Ireland, may only be supplied by the End-User to an End-User Customer (but not to any other third party) where such supply is at all times in compliance with the provisions of paragraph 1.4 and the End-User shall ensure that the End-User Customer shall only supply the same to a third party where such supply is at all times in compliance with the provisions of paragraph 1.4.
- 1.4 Any Cleansed Customer Database which (either on its own or as part of series of connected databases) comprises all or substantially all the Delivery Points in the United Kingdom or any of England, Scotland, Wales or Northern Ireland may only be supplied by the End-User or End-User Customer to third parties (the “First Level Third Parties”) and by such First Level Third Parties to other third parties (the “Second Level First Parties”) provided that:
- 1.4.1 neither the End-User, the End-User Customer nor any third party shall at any time promote, market, represent or hold out the Cleansed Customer Database as being a “master” comprehensive postal address database or “original” comprehensive postal address database or as being of any similar description;
- 1.4.2 such Cleansed Customer Database shall only be supplied by the End-User to an End-User Customer, or by the End-User or End-User Customer to a First Level Third Party, or by a First Level Third Party to a Second Level Third Party, in each case as part of its normal data supply activities;
- 1.4.3 any such supply to a Second Level Third Party is subject to a requirement that the Cleansed Customer Database shall at all times be used only for the internal purposes of any such Second Level Third Party (and not for supply to any other third party);
- 1.4.4 any such supply to a Second Level Third Party is subject to requirements on such Second Level Third Party not to reproduce or make any copies of the Cleansed Customer Database or of a substantial part thereof for supply to any other third party and not to make any such supplies; and
- 1.4.5 during the Term and for a period of six (6) years after the date of termination of this Licence Agreement, any supply to any End-User Customer, First Level Third Party or Second Level Third Party is subject to a prominent notice stating that the Cleansed Customer Database has been cleansed against Royal Mail’s PAF® being attached and embedded electronically in any soft copy of, and being attached to any hard copy medium comprising or containing any such Cleansed Customer Database.
- The provisions of this paragraph 1.4 shall continue to operate after any expiry or termination of this Licence Agreement.
- 1.5 The End-User shall enter into a written agreement with each End-User Customer on terms which are no less onerous than and which do not grant more extensive rights than those contained in this Licence Agreement in connection with Bureau Services and which enables Royal Mail to directly enforce its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 1.6 The End-User may, and may permit the End-User Customer to, include the following statement, provided only that its use is reasonable, on its business stationery and publicity material and provided that such use is not permitted after the date of expiry or termination of this Agreement: “[Name of End-User or End-User Customer] processes databases against Royal Mail’s PAF® and Alias databases.”
- 1.7 During the Term and for a period of three (3) years after the date of termination of this Licence Agreement, the End-User shall, upon request, provide within twenty (20) Working Days to the Solutions Provider, the name and contact details of all third parties to whom Cleansed Customer Databases have been supplied. The provisions of this paragraph 1.7 shall continue to operate after any expiry or termination of this Licence Agreement.

**Specific Terms for UK Business Data**

[Only relevant if D & B Commercial Data to be accessed by End User]

Business data may only be used for the Customer's internal business use. It cannot be sublicensed, let, transferred or otherwise disposed of by the Customer. It cannot be modified, altered, de-compiled, reverse

engineered, or disassembled beyond that which is reasonably necessary to allow the use of the data within the Customer's System.

Internal business use means that the data must be used for the internal administration and operation of the Customer business. It cannot be republished or extracted and sold or supplied for financial gain.

Dun & Bradstreet Limited data cannot be used for the purposes of credit checking or otherwise establishing credit-worthiness.

Dun and Bradstreet data cannot be used for comparative testing against any other commercial database or product where the results are to be made generally available to the public without specific permission from Dun & Bradstreet Limited.

Copyright in the data remains with the originator and owner of that data Dun & Bradstreet Limited. Supply of the data to the Customer does not create any intellectual property rights or other proprietary rights in the source data.

No warranties are made regarding the accuracy, completeness or the reliability of the data.

### **Restrictions**

The data is made available via the ASP service for the Customer to use within their own business unless there is specific agreement to the contrary. The Customer may not use the raw or extracted data to build their own lists for supply for commercial advantage or gain to any third parties, although the data may be used to cleanse such lists.

Where commercial telephone or other numbers are appended to records, it is the responsibility of the Customer to ensure that such numbers are screened against the Commercial Telephone Preference Service Lists before using the numbers for marketing activities.

Specific Terms for the use of Data originating from the Office for National Statistics ("ONS")

[Only relevant if Wards and boundary data to be accessed by End User]

### **Intellectual Property Rights**

All ONS data or derived data is subject to Crown Copyright.

### **Restrictions**

ONS data may only be used for the Customer's internal business use. It cannot be sublicensed, let, transferred or otherwise disposed of by the Customer. It cannot be modified, altered, de-compiled, reverse engineered, or disassembled beyond that which is reasonably necessary to allow the use of the data within the Customer's System.

Internal business use means that the data must be used for the internal administration and operation of the Customer business. It cannot be republished or extracted and sold or supplied for financial gain.

The use of any data derived from Ordnance Survey data shall be subject to the continuation of the Licence between Ordnance Survey and the ONS. If such licence is terminated, the Customer's licence to continue to use the data shall also terminate immediately. In this event the Supplier shall inform the Customer and any fees paid in advance for lookups of ONS data that is affected shall be refunded to the Customer.