



## Allies Computing Ltd, Terms & Conditions

Provider of Products and Services	
Company Name:	Allies Computing Ltd
Registered Number:	217022
Registered office address:	Bankside 300, Peachman Way, Broadland Business Park, NORWICH, NR7 0LB, United Kingdom
Effective Date:	Upon installation of products/services
Term:	12 months from purchase date unless stated otherwise

We will consider your acceptance of these Terms & Conditions upon any or all of the following events: Installation or registration of our products or services, returning to us an order form or provision of a Purchase Order and/or upon payment of your purchase/renewal fee.

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## CHANGE LOG

Page	Change	Date
44	"Postzon" includes LPS Grid References	27/02/2012
44	In this case the 'GeoData' is made up from several sources: included Land and Property Services (LPS)	27/02/2012
45	And under "Ownership and Copyright of the GeoData" added:	27/02/2012

	<p>Part of the GeoData contains LPS Data. The terms which apply to this data only are as follows:</p> <p>At all times the copyright in LPS Data, in any format, belongs to the Crown,</p> <p>or have been licensed to the Crown. The following attribution statements apply to</p> <p>this licence which must be acknowledged when the Data is used:</p> <p>Contains Land and Property Services data © Crown copyright and database right 2010</p>	
15	Section 3 E has been inserted giving the Acceptable Use Policy for PostCoder and World Addresses web service products.	02/11/2012
17	Updated terms from Royal Mail added in section 4 B	02/11/2012
17	Removal of old Royal Mail terms including separate Multiple Residence terms and conditions	02/11/2012
47	Added terms from Canada Post in section 4 B	02/11/2012
48	Added terms from New Zealand Post in section 4 B	02/11/2012

## SECTION 1 – DEFINITIONS

**ACL:** Allies Computing Ltd.

**“Customer”** The Customer of ACL. The Customer may be an End-User or a Partner.

**“Data Provider”** The owner of the datasets.

**“Datasets”** Data sourced from providers, such as Royal Mail, Deutsche Post Direkt, United States Postal Service, Media Post, Office of National Statistics.

**“End-User”** The customer of an ACL Partner or direct customer of ACL. An End-User is defined as a single legal entity.

**“Partner”** Customers who are registered with ACL to resell ACL Products & Services within their own Solutions, also known as Third Party Solutions Providers.

**“Products and Services”** The Software, Products, Data and Web Services, and all code generated by and output from the Web Examples Wizard, that are supplied to the Customer by ACL.

**“Third Party Solutions Providers”** Customers who are registered with ACL to resell ACL Products & Services within their own Solutions, also known as ACL Partners.

## SECTION 2 A – GENERAL

2a.1 THIS AGREEMENT is between Allies Computing Ltd (otherwise known as “ACL”) and their “Customer”, where the “Customer” has registered with ACL and has agreed to these Terms & Conditions.

2a.2 The Terms of this Agreement are intended to govern the use of all Products and Services supplied to the Customer.

2a.3 If you have any comments, or require further clarification, on any of the Terms and Conditions or End-User Licences in this Agreement please contact us on +44 1508 494488 or e-mail [sales@alliescomputing.com](mailto:sales@alliescomputing.com). Technical queries should be addressed to +44 1508 491458 or [support@alliescomputing.com](mailto:support@alliescomputing.com).

### GENERAL

2a.4 ACL is the creator and owner of all PostCoder, World Addresses and Raw Data Products and Services, or is otherwise authorised to use and exploit the Datasets contained within these products. All Intellectual Property contained in the datasets remain the property of their respective owners. Dataset licences are described in Section 4.

2a.5 Special terms relating to Partners are additionally described in the ACL Partner Pack and available from the Sales Team and <http://www.postcoder.com/partners>.

2a.6 ACL licences ACL Products and Services to:

- a) Partners who will be using them to create, modify and/or enhance their own Solutions for supply to End-Users; and/or

- b) End-Users in order that such End-Users may use such Products and Services for their own use only as expressed in these Terms & Conditions and the Dataset licences in Section 4.

2a.8 ACL will provide the Customer with as much prior written notice as it is able of any proposed changes to its Terms & Conditions. ACL reserves the right to change prices at its discretion. Any price changes will come into effect from renewal, or the expiry of current credit packs.

## **FEES**

2a.9 ACL will charge fees for supply of its Products and Services to End-Users and Partners at rates agreed before purchase, or in advance of licence renewal or purchase.

## **LIABILITY**

2a.10 ACL does not in any way warrant the accuracy or completeness of the Data, Products and Services and shall not be liable for any loss or damage (whether direct or indirect or consequential) howsoever arising out of or in connection with these Terms & Conditions or its termination, except to the extent that such liability may not be lawfully excluded.

2a.11 ACL is not liable in any way in respect of any Data, Products or Services provided by the ACL Partner to the End-User.

2a.12 For the avoidance of doubt, ACL 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.

2a.13 ACL reserves the right to change and improve the Product or Service without notice.

2a.14 The End-User or Partner acknowledges that the Product and Service are not error free, and agrees that the existence of such errors shall not constitute a breach of this Agreement.

2a.15 In the event that the End-User or Partner discovers a material error, fault or defect, which substantially affects his use of the product and notifies ACL of the error within 90 days from the date of purchase (the Warranty period), then, subject to the End-User or Partner having complied with the terms of this Agreement, ACL shall at its sole option either refund the fee, replace the product or correct it without additional charge, but shall have no other liability under this Agreement. If any modifications are made to the Product or Service by the End-User or Partner during the Warranty period then the Warranty referred to in this clause shall be immediately terminated.

2a.16 Nothing in this Agreement shall affect the End-User or Partner's statutory rights as a consumer.

2a.17 ACL shall be under no liability in respect of anything which may constitute a breach of this agreement arising by reason of force majeure, namely, circumstances beyond the reasonable control of ACL.

2a.18 ACL does not warrant that the function of this Product or Service will meet the End-User or Partner's requirements.

2a.19 The End-User or Partner shall indemnify ACL from and against any liability ACL may incur to a third party arising as a result of a breach of this Agreement by the End-User or Partner.

2a.20 The End-User or Partner agrees that ACL will hold contact details and other information relating to this Agreement to facilitate the continuing supply of goods and services to the End-User or Partner.

2a.21 ACL shall indemnify the End-User or Partner against losses, damages or expenses that the End-User or Partner incurs, suffers or becomes liable for as a result of any claim that the possession or use by the End-User or Partner of the Product or Service in accordance with this Agreement, infringes the intellectual property rights of a third party.

2a.22 The Service may contain errors and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation, traffic or communication systems, air traffic control, direct life-support machines, or weapons systems, in which the failure of the Service could lead to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, ACL and its suppliers specifically disclaim any express or implied warranty of fitness of the Data, Products and Services for use for High Risk Activities.

## **PROPERTY RIGHTS IN THE DATA, PRODUCTS AND SERVICES**

2a.23 The Data, Products and Services and all Intellectual Property Rights subsisting in and/or relating to the Data, Products and Services from time to time are and shall remain the property of the Data Provider or its licensors. The End-User or Partner shall acquire no rights in the Data or the Intellectual Property Rights except as expressly provided in the Data Licence Agreements in Section 4. The Data Licence Agreements shall not operate as an assignment by any party of any Intellectual Property Rights that may subsist in or relate to the Data.

2a.24 ACL's Data, Products, Services and all Intellectual Property Rights subsisting in and/or relating to the Data, Products and Services from time to time are and shall remain the property of ACL and its Licensors. The End-User or Partner shall acquire no rights in the Data, Products and Services or the Intellectual Property Rights except as expressly provided in these Terms and Conditions. These Terms and Conditions shall not operate as an assignment by ACL of any Intellectual Property Rights that may subsist in or relate to the Data, Products and Services.

2a.25 The End-User or Partner shall not remove or tamper with any Intellectual Property Rights notice attached or used in relation to the Data, Products and Services.

2a.26 The Data Licence Agreements in Section 4 and ACL Terms & Conditions do not grant to the End-User or Partner any right to use any of the trademarks, service marks, business names, logos, Copyright patents and other intellectual property rights, used or embodied in or in connection with the Data, Products, Services and Software, of any Data Provider or ACL, without prior written consent from ACL.

2a.27 The provisions of these terms and conditions shall continue to operate after the termination of the Licences.

## **ASSIGNMENT**

2a.28 The End-User or Partner shall not assign or otherwise transfer these Terms and Conditions or any part of it (including any licence) without the prior written consent of ACL.

## **GENERAL**

2a.29 These Terms and Conditions and Licence Agreements shall be governed by and construed in accordance with English law, unless specified otherwise. The parties hereby irrevocably submit to the jurisdiction of the English courts or the courts of the specified country.

## **TERMINATION**

2a.30 These Terms and Conditions and Licences will terminate automatically if the End-User or partner fails to comply with the limitations in these Terms and Conditions and Licences.

2a.31 On termination the End-User or Partner must destroy all copies of the Product, Software, Data and Documentation.

2a.32 Each data provider may have their own data licence termination terms and conditions. ACL does not have authority to change or alter these in any way. Data providers licencing, described in Section 4, will overrule ACL's terms and conditions.

## **SECTION 2 B – EVALUATIONS**

### **ALL DATA, PRODUCTS AND SERVICES**

2b.1 ACL grants a non-exclusive, non-transferable, royalty-free and restricted licence to use the Data, Product or Service for 21 Days on an evaluation and trial basis.

2b.2 ACL reserves the right to alter the price, features, licence terms or other characteristics of the Data, Product or Service for the purpose of evaluation.

2b.3 The Data, Product or Service must not be used except in conjunction with ACL's recommended operating environment.

2b.4 During the Evaluation period, the Data, Product or Service must not be used for any purpose other than trial and evaluation.

### **ADDITIONAL TERMS FOR WEB SERVICES**

2b.5 By installing the Web Service you consent to be bound by and become party to this agreement which includes the Acceptable Use Policy. If the terms of the Acceptable Use Policy are unacceptable, do not install the Service. See Section 3 E for the Acceptable Use Policy.

2b.6 The Commencement Date of the Evaluation period shall be the date the Service is set-up for the End-User or Partner by ACL.

2b.7 The End Date of the Evaluation period shall be 21 Days after the Commencement Date, unless otherwise agreed with ACL in writing.

2b.8 Load testing of the service must be pre agreed with Allies staff and may only be permitted during low use hours.

## **SECTION 2 C - INITIAL PURCHASE**

2c.1 Each Customer should complete and return to ACL an order form to confirm their contact details and supply requirements.



2c.2 For Web Service accounts and Raw Data supply, cleared funds are required upfront before ACL can provide the Service or Data to the Customer. For all other Products, on initial purchase only, we are able to send the Product to the Customer and invoice for payment with 30 day payment terms.

2c.3 If payments are still due after 30 days from the invoice date, ACL reserves the right to take action including but not limited to cancellation of the Data, Product, or Service and supplyor charge interest on the outstanding balance.

## **SECTION 2 D – RENEWALS**

2d.1 ACL's renewal process is as follows:

2d.2 2 calendar months prior to the Renewal Date, the Renewal Date being the anniversary of the Sale Date, ACL Accounts Dept will write by e-mail or letter to the Customer to inform them of their up and coming licence renewal. The renewal advice will contain:

- a) Renewal amount;
- b) Renewal date;
- c) Product name; and
- d) Contact details

2d.3 The Customer should inform ACL of any changes needed to their supply before their invoice is sent, see clause 1.1.3 below. The Customer can change the level of data received, number of users and Data, Product or Service type at this stage if required.

2d.4 1 calendar month prior to the Renewal Date, ACL Accounts Dept will send an invoice for the renewal of the licence. The invoice terms are payment within 30 days by, inter alia, cheque, card, BACS or other electronic payment method. A complete list of payment methods can be supplied on request.

2d.5 ACL reserves the right to charge reasonable interest on payments due after 30 days in line with payment legislation.

2d.6 If payment still remains due after 2 months from the renewal date, ACL may take action to terminate your licence. This may result in suspension of your account, withholding data updates and termination of any rights to use our software or service. Your software or services will stop working as a result.

2d.7 For PostCoder Web monthly accounts, excess use will be invoiced quarterly or monthly depending on the amount. In general, if monthly excess use amounts to less than £1,000, ACL Accounts Dept will invoice quarterly. ACL has the right to vary this at any time.

2d.8 These Terms and Conditions will continue after the end of the Initial Term, and thereafter from year to year, unless terminated according to Section 2 E and subject to the appropriate fees as defined upon purchase or as otherwise advised.

## **SECTION 2 E - CANCELLATIONS**

2e.1 The Customer must inform ACL in writing of any cancellation to their Licence at least 30 days prior to their Renewal Date. This written notice must include the reason for cancelling and confirming that all Data, Products, Services and documentation relating thereto has been removed from all computer systems and any hard copies have been destroyed. The Renewal Date will be the anniversary of the Sale Date. The exception is:

2e.2 Where a Customer buys credit packs for the Web Services. The credit packs have a natural expiry date built into them, which is usually 12 months or as specified at time of purchase. ACL encourages the Customer to inform ACL, for service improvement purposes, if they intend to suspend use of the credit packs.

2e.3 Where possible, if a Customer is considering cancelling their licence, ACL should be informed at the earliest opportunity. ACL will consider ways to avoid cancellation including:

- a) Adding or changing a product feature;
- b) Finding a more suitable product;
- c) Amending its processes, product delivery or service level; and
- d) The overall benefits package to the Customer.

## **SECTION 2 F - ADDITIONAL TERMS & CONDITIONS FOR PARTNERS**

2f.1 Resale of Datafactory Streetcode Data is not permitted by Deutsche Post Direkt.

2f.2 Enquiries about reselling ACL Data, Products or Services must be referred to ACL. If permitted by the Data Provider, ACL can register a Customer as a Partner following discussion and agreement.

### **RELATING TO ROYAL MAIL'S PAF® DATA LICENCE (SEE SECTION 4 B)**

2f.3 In consideration of the receipt of payments in accordance with ACL pricing and subject to the End-User being a party to a valid and current Data Agreement, ACL hereby grants to the ACL Partner the non-exclusive, non-transferable, revocable right for the Term to: (i) use the Data to create, modify, provide and/or enhance its Solutions; and (ii) supply and sub-license its Solutions to Second Level Third Party Solutions Providers and/or End-Users (but no other category of person), in each case in accordance with the terms of the PAF Data Agreement, provided that, the Third Party Solutions Provider shall ensure that:

- a) the rights of Second Level Third Party Solutions Providers are limited to the non-exclusive, non-transferable, revocable right to use those Solutions of First Level Third Party Solutions Providers to supply to, or to create, modify, provide and/or enhance their own Solutions for supply to, End-Users only (but not to any other person);
- b) the rights of End-Users are limited to the non-exclusive, non-transferable and revocable right to use the Solutions described in this Clause 1.1 for their own internal use only except as and only to the extent expressly permitted pursuant to this Agreement; and

- c) each Third Party Solutions Provider and End-User enters into a Third Party Solutions Provider Agreement or End-User Agreement (as appropriate) in accordance with Clause 1.2.

## **LICENSING FOR DEMONSTRATION, EVALUATION AND DEVELOPMENT PURPOSES**

2f.4 The Third Party Solutions Provider may make its Solutions available to potential End-Users, prior to entering into an End-User Agreement (as applicable), for the following purposes only:

- a) to demonstrate that Solution to the End-User and/or allow such party to evaluate that Solution with a view to such party entering into a full licence agreement for that Solution ("Demonstration and Evaluation Purposes"), provided that it at all times complies with Clauses 1.2.2 and 1.2.3; and
- b) to fulfil a genuine requirement to develop a wider solution and to evaluate the integration of any Data within that wider solution ("Development Purposes"), provided that it at all times complies with Clauses 1.2.2 and 1.2.4.

2f.5 Where the Third Party Solutions Provider makes a Solution available for Demonstration and Evaluation Purposes and/or Development Purposes then it shall ensure that:

- a) it is not for the purpose of receipt of fees or for other commercial gain by the Third Party Solutions Provider or End-User in connection with such demonstration or evaluation (other than the reimbursement of costs incurred in making such Solutions so available to the Third Party Solutions Provider or End-User);
- b) subject to Clause 1.2.4, no Data is extracted for use other than in connection with such Solution and, where technically possible, it has taken reasonable steps to ensure that the Data contained in that Solution cannot be extracted other than for use in connection with such Solution;
- c) such Solution is only used by such Third Party Solutions Provider or End-User (as appropriate) for a period not exceeding three (3) weeks (or as otherwise agreed with ACL and Royal Mail) for each of Demonstration and Evaluation Purposes and Development Purposes (the "Trial Period");
- d) the Solution made available to such Third Party Solutions Provider or End-User (as appropriate) is, except where such party has entered into a Third Party Solutions Provider Agreement or End-User Agreement (as appropriate), returned or destroyed (with written confirmation of the same) within ten (10) Working Days from the expiry of the Trial Period or is automatically rendered inaccessible and unusable on the expiry of the Trial Period.

2f.6 Where a Solution is made available to potential Second Level Third Party Solutions Providers and/or End-Users for Demonstration and Evaluation Purposes then the Solution may be made available through the First Level Third Party Solutions Provider's (as the case may be) publicly available website (or technical equivalent) for the purposes of the potential Second Level Third Party Solutions Provider and/or End-User (as applicable) obtaining individual addresses or postcodes for such party's own use as part of the demonstration of the relevant Solution to it, provided that the First Level Third Party Solution Provider ensures that:

- a) each such Second Level Third Party Solutions Provider and End-User only submits a maximum of thirty (30) enquiries to such Solution; and
- b) it or the relevant Second Level Third Party Solutions Provider (as the case may be) only responds to a maximum of thirty (30) enquiries to such Solution. Each such response shall be deemed to be a Transaction and the First Level Third Party Solutions Provider shall ensure that the Maximum Data Return is not exceeded in any single Transaction.

2f.7 Where the First Level Third Party Solutions Provider makes a Solution available for Development Purposes then it may also permit extraction of the Data from the Solution for use in connection with that wider solution and shall ensure that:

- a) such extraction is only to the extent that it is reasonably required to integrate a Solution as part of that wider solution for evaluation within that wider solution;
- b) such Solution is only accessible to a maximum of ten (10) (or such higher number as may be agreed in writing with ACL in advance) Users in each case; and
- c) upon request by ACL, it shall provide details to ACL of: (i) those Second Level Third Party Solutions Providers and/or End-Users that have been permitted to extract Data from a Solution pursuant to this Clause 1.2.4 and the commencement date of such period of permitted extraction; and (ii) reasonable evidence of the genuine requirement of those potential Second Level Third Party Solutions Providers and End-Users to develop a wider solution and to evaluate the integration of any Data within that wider solution.

## **TRANSACTION MONITORING SYSTEMS**

2f.8 Definition - "Per Click Mechanism" means a mechanism to count the number of Transactions and so measure the Per Click Licence Fees.

2f.9 The Third Party Solutions Provider shall provide a Per Click Mechanism to its End-Users to comply with the PAF® Licence Agreement SCHEDULE 1 TO ANNEX 3 PART 2 relating External Transaction Solutions, except where an annual unlimited fee is reported.

## **SECTION 3 – ACL SERVICE LEVELS**

### **SECTION 3 A – NEW SALES**

3a.1 ACL aims to provide access to or send out all new products and services within 1 working day from receipt of a completed sales order form.

3a.2 Wherever possible ACL will pre-complete details on the Customer's order form to help the Customer. However, the Customer should check this thoroughly before signing and sending it to ACL. ACL does not accept any responsibility if the wrong product is ordered. However, ACL will do everything in its power to amend the sale item as required by the Customer.

3a.3 The product or service and confirmation of the sales will be posted or emailed to the Customer as soon as ACL is reasonably able. The sale price includes the delivery cost of the product or service.

## **SECTION 3 B – UPGRADES**

If a Customer wishes to upgrade during their licence period, ACL will be happy to process such requests at the appropriate pro rata fee based on the standard product pricing, with no additional administration charge.

## **SECTION 3 C – DATA AND SOFTWARE UPDATES**

### **DATA UPDATES**

3c.1 A minimum of annual data updates are included with all of ACLs products. For some products and Datasets, quarterly and monthly data updates are included. If not included, these are available at additional cost.

3c.2 ACL will apply data updates to Web services within a reasonable timeframe from receiving the data from the supplier. For example, PAF® from Royal Mail is received monthly by ACL and uploaded to the PostCoder Web services within 4 working days.

3c.3 ACL completes pre-set quality checks on all data sets received. However, ACL do not take responsibility for any data omissions or errors. If a Customer notices such errors or omissions they should notify ACL at the earliest opportunity, and ACL will query this with the Data Provider as soon as is reasonably possible.

3c.4 For Customer's registered with monthly data updates, ACL will send data updates at the end of each month. ACL will continue to send data updates after renewal once the renewal fee has been paid by the Customer.

3c.5 For Customers registered with quarterly data updates, ACL will send data updates at the end of the last month in each quarter. ACL will continue to send data updates after renewal once the renewal fee has been paid by the Customer.

3c.6 For Customers registered with annual data updates, ACL will send data updates after their annual renewal fee has been paid.

### **SOFTWARE UPDATES**

3c.7 ACL has a continuous cycle of development and improvement of its products and services. From time to time new versions of products and services are available. ACL will advise the Customer of these Software updates either when released or at the licence renewal.

3c.8 ACL reserves the right to withdraw any of its Data, Products or Services at any time, in all cases providing as much notice as possible and an alternative option.

3c.9 ACL does not normally charge for such Software Updates but reserves the right to do so at any time.

## **SECTION 3 D – TECHNICAL SUPPORT**

3d.1 ACL offers Technical Support to all Customers and persons trialling their products and services between the hours of 09.00 and 17.00 GMT (UK time) on English working days only

(Excludes English bank holidays). Technical Support is only offered via email, telephone or remote access to the Customers PC if pre-authorised by the Customer. Technical support is offered under a fair usage policy of 4 hours per year. Excessive use of the service may result in the customer being charged. If charging for technical support does apply the customer will be advised before support is offered.

3d.2 Onsite and Out of Hours Support can be pre-agreed and provided by ACL to the Customer at an additional cost. Please ask for details.

3d.3 ACL reserves the right to withdraw this support to any Customer as it sees fit.

3d.4 ACL aims to recommend the best solution to the Customer query but will not accept responsibility for any resulting action by the Customer.

## **SECTION 3 E – POSTCODER AND WORLD ADDRESSES WEB ACCEPTABLE USE POLICY**

3e.1 These services provide postal address and geographic information within web applications.

3e.2 To use PostCoder & World Addresses Web services, users must comply with the provisions of this Acceptable Use Policy at all times.

3e.3 Basic user agreements for service usage:

- a) Users must not use the services for any illegal purpose.
- b) The services must not be used to batch clean.
- c) Users of standard provision service are limited to a maximum 3 address lookups per second
- d) We retain the right to modify and/or remove user's access to statistical information, at any time without notice.
- e) If user activity occurs that constitutes abuse of the service, we will take appropriate action to maintain the integrity of the service.
- f) If users discover any instance that may pose a security threat to the data, they must inform us immediately.
- g) An alternative service structure is available for larger users.

3e.4 To ensure acceptable behaviour that conforms to Internet community standards, we will investigate suspected or alleged breaches of this policy, and in doing so we will endeavour to act reasonably and fairly at all times.

3e.5 If users are found to have breached this policy or our terms and conditions, we reserve the right at our sole discretion, to take whatever measures we deem appropriate and proportionate to the breach.

3e.6 These measures may include a formal warning, suspending or terminating service, making an additional charge for our reasonable costs of investigating and dealing with the misuse.

3e.7 Without limitation, users expressly authorise us to use their account data in connection with any such investigation, including by disclosing it to any third party whom we consider has a legitimate interest in any such investigation or its outcome.

## **SECTION 4 A – CHANGES FROM TIME TO TIME**

Section 4 of these Terms & Conditions contains the Licences for use of the Datasets within ACL's Products and Services. These Licences are provided by the Data Provider and may vary from time to time. ACL does not guarantee continuity of any of these terms. ACL will update these terms as soon as new terms become active.

## **SECTION 4 B - DATA LICENCES**

4b.1 Some Datasets are provided to ACL by the Universal Postal Union rather than direct from the Data Provider. In this case, please refer to the 'UPU Datasets Licence'.

4b.2 For all other Datasets, please refer to their specific licence documents

4b.3 To aid readability and cross-referencing within providers' licences paragraph numbering restarts from 1 for each Data Licence.

# ROYAL MAIL

## TERMS COMPRISING PART OF THE ROYAL MAIL 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 to Annex 3;

**“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 to Annex 3;

**“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 Multiple Residence, 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 adding any Multiple Residence Record or Multiple Residence Records or any PAF® Record or PAF® Records 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 Multiple Residence Format or 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, trademarks, 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 up to 4 (four) 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”** means:

(i) data relating to one hundred (100) Multiple Residence Records in respect of a Transaction querying solely Multiple Residence;

(ii) data relating to a maximum of one hundred (100) combined Multiple Residence and PAF® Delivery Point Records in respect of a Transaction not querying solely Multiple Residence;

(iii) data relating to one hundred (100) Delivery Points and the Alias data relating to such returned Delivery Points;

**“Multiple Residence”** means the database, or any part of it, known as 'Multiple Residence', which contains detailed address structure and Postcode information in the United Kingdom for properties that receive deliveries for more than one household to a single Delivery Point, as may be amended from time to time;

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

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

**“Multiple Residence Format”** means the generally understood PAF® format, with the addition of elements recording multiple residence details;

**“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 to Annex 3;

**“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 the 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 to Annex 3, 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 to Annex 3.

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 and/or Multiple Residence Records for 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 and/or Multiple Residence Records for 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 Multiple Residence and/or PAF® databases 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 Multiple Residence and/or 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 to Annex 3 (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 <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 Multiple Residence Corporate Licensee and/or 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 Multiple Residence Corporate Licence Website and/or 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 from 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 trademarks, 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 TO ANNEX 3**

### **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 to Annex 3.

##### **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 to Annex 3;

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 to Annex 3.

#### **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 to Annex 3.

#### 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 are 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 to Annex 3.

#### **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 to Annex 3 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 to Annex 3. Where an Associate wishes to use the Data in any way other than as expressly set out in this Part 4 of Schedule 1 to Annex 3 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 to Annex 3.



## **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 to Annex 3 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

to Annex 3. Where a Broker wishes to use the Data in any way other than as expressly set out in this Part 5 of Schedule 1 to Annex 3 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 to Annex 3.

## **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 multiple residence postal address database” includes a description of an address database as comprising all or substantially all the Multiple Residence Records for 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.

1.2.5 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 and/or Multiple Residence Records for 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 and/or Multiple Residence Records for 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 multiple residence postal address database or comprehensive postal address database or “original” comprehensive multiple residence 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 Multiple Residence and/or PAF® databases 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 Multiple Residence and/or 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.

## **SCHEDULE 2 TO ANNEX 3**

### **USING THE DATA FOR MARKET RESEARCH**

#### **1. General**

1.1 The End-User shall be entitled to permit the use of the Data in the manner described in this Schedule 2 to Annex 3 for Market Research Purposes provided it all times complies with the provisions of this Schedule 2 to Annex 3.

1.2 For the purposes of this Schedule 2 to Annex 3, the following terms shall have the following meanings:

1.2.1 **“Market Research Purposes”** shall mean social and/or opinion research involving the systematic gathering and interpretation of information about individuals or organisations using the statistical and analytical methods and techniques of the applied social sciences in order to gain insight or support decision making in respect of such individuals or organisations;

1.2.2 **“Researchers”** shall mean (i) individuals employed by or contracted to an entity for the purposes of carrying out research activities for that entity’s own Market Research Purposes; or (ii) individuals employed by or contracted to an employment agency which has entered into a contract with that entity for the provision of such individuals to that entity for the purposes of carrying out research activities for Market Research Purposes for or on behalf of that entity.

#### **2. Data Creation in respect of End-User Databases and Cleansed End-User Databases**

2.1 The End-User shall be entitled to carry out Data Creation such that it adds Multiple Residence Records and/or PAF® Records to its own End-User Databases or Cleansed End-User Databases provided that:

2.1.1 such added Multiple Residence and/or PAF® Records do not exceed 10% (ten percent) of the total number of Multiple Residence and/or PAF® Records in the copy of the Data that is used to carry out such Data Creation; and

2.1.2 each database that is created as result of adding Multiple Residence and/or PAF® Records to such End-User Database or Cleansed End-User Database (the “Enhanced End-User Database”) is used only in accordance with paragraph 2.2.

2.2 The End-User shall only use each Enhanced End-User Database for:

2.2.1 its own internal use and for supply to its own Researchers, in each case for Market Research Purposes;

2.2.2 for the creation of databases comprising no more than 5,000 (five thousand) Multiple Residence Records or 200,000 (two hundred thousand) PAF® Records (which have been created through the carrying out of Data Creation) from the Enhanced End-User Database (each being a “Sample List Database”) which it may supply to other third parties (each being a “Sample List Recipient”) for use for Market Research Purposes and provided that each such Sample List Recipient:

2.2.2.1 deletes or destroys each Sample List Database within twenty (20) Working Days of the completion of the specific Market Research Purpose for which the Sample List Database was being used and confirms in writing to the End-User that it has done so;

2.2.2.2 shall not combine any Sample List Database with any other Sample List Database or use it in connection with any other Sample List Database for any purpose whatsoever; and

2.2.2.3 shall under no circumstances supply any such Sample List Databases or any such Records to any other third party other than its own Researchers for use in respect of the Sample List Recipient's Market Research Purposes; and/or

2.2.3 for supply to third parties for their own Market Research Purposes, subject to its compliance at all times with the provisions of clauses 3.1.7 to 3.1.10 of Part 2 of Annex 3 as if the Enhanced End-User Database was a Cleansed End-User Database, except that such third party may also be permitted to use such Enhanced End-User Database for the creation of Sample List Databases for supply to Sample List Recipients for use for Market Research Purposes and provided that each such Sample List Recipient:

2.2.3.1 may only receive a maximum of 5,000 (five thousand) Multiple Residence Records and/or 200,000 (two hundred thousand) PAF® Records which have been created through the carrying out of Data Creation (in aggregate across any number of Sample List Databases) in any twelve (12) month period; and

2.2.3.2 shall under no circumstances supply any such Sample List Databases or any such Records to any other third party other than its own Researchers for use in respect of the Sample List Recipient's Market Research Purposes.

### **3. Data Creation in respect of Customer Databases and Cleansed Customer Databases**

3.1 The End-User shall be entitled to carry out Data Creation such that it adds Multiple Residence Records and/or PAF® Records to Customer Databases or Cleansed Customer Databases provided that:

3.1.1 such added Multiple Residence Records and/or PAF® Records do not exceed 10% (ten percent) of the total number of Multiple Residence Records and/or PAF® Records in the copy of the Data that is used to carry out such Data Creation; and

3.1.2 each database that is created as result of adding Multiple Residence Records and/or PAF® Records to such Customer Database or Cleansed Customer Database (the "Enhanced Customer Database") is used only in accordance with paragraph 3.2.

3.2 The End-User shall only use each Enhanced Customer Database for:

3.2.1 its own internal use and for supply to its own Researchers, in each case for the End-User's Market Research Purposes; and/or

3.2.2 return to the relevant End-User Customer provided that such End-User Customer shall only use such Enhanced Customer Database internally for Market Research Purposes and for supply to its own Researchers for use in respect of the End-User Customer's Market Research Purposes.

#### **4. Using Enhanced End-User Databases for Enhanced Database Cleansing**

4.1 For the purposes of this paragraph 4 only, “Enhanced Database Cleansing” shall mean any activity which involves the processing of an End-User Database or Customer Database using the Enhanced End-User Database and includes:

4.1.1 the verification of an existing Record in the End-User Database or Customer Database as being the same as the entry on the Enhanced End-User Database;

4.1.2 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 Enhanced End-User Database;

4.1.3 the standardisation of an existing Record in the End-User Database or Customer Database into Multiple Residence Format or PAF® Format;

4.1.4 the flagging or marking of an existing Record in the End-User Database or Customer Database as being the same as the Enhanced End-User Database;

4.1.5 adding further information derived from the Enhanced End-User Database to an existing Record in the End-User Database or Customer Database; and

4.1.6 extracting duplicate existing Records in the End-User Database or Customer Database;

but does not include Data Creation.

4.2 The End-User shall be entitled to carry out Enhanced Database Cleansing in respect of Customer Databases, Cleansed Customer Databases and/or Enhanced Customer Databases as, and only to the extent, permitted pursuant to this paragraph 4.

4.3 The End-User shall ensure that a Customer Database, Cleansed Customer Database and/or an Enhanced Customer Database upon which Enhanced Database Cleansing has been performed by it (the “Cleansed Enhanced Database”) shall be used by the End-User only for return to the relevant End-User Customer for its own internal Market Research Purposes (and not for any internal use by the End-User) and provided that such End-User Customer:

4.3.1 may only receive only one Cleansed Enhanced Database in any twelve (12) month period; and

4.3.2 shall under no circumstances supply such Cleansed Enhanced Database to any other third party other than its own Researchers for use in respect of the End-User Customer’s Market Research Purposes.

#### **5. Data Creation for Market Research Purposes**

5.1 The End-User shall be entitled to carry out Data Creation provided that:

5.1.1 the number of Multiple Residence Records added as a result of such Data Creation does not exceed 5,000 (five thousand) (the “Sample Multiple Residence Database”);

5.1.2 such Sample Multiple Residence Database is used only for supply by the End-User to a third party and not for any internal use by the End-User (the “Sample Multiple Residence Recipient”);



5.1.3 no Sample Multiple Residence Database is combined with any other Sample Multiple Residence Database or used in connection with any other Sample Multiple Residence Database for any purpose whatsoever;

5.1.4 such Sample Multiple Residence Database is used by the Sample Multiple Residence Recipient only for its own internal use for Market Research Purposes and not for any other purpose and not for supply by the Sample Multiple Residence Recipient to any other third party other than to its own Researchers for use in respect of the Sample Multiple Residence Recipient's Market Research Purposes; and

5.1.5 each such Sample Multiple Residence Recipient deletes or destroys each Sample Multiple Residence Database within twenty (20) Working Days of the completion of the specific Market Research Purpose for which the Sample Multiple Residence Database was being used and confirms in writing to the End-User that it has done so.

5.1.6 the number of PAF® Records added as a result of such Data Creation does not exceed 5,000 (five thousand) (the "Sample PAF® Database");

5.1.7 such Sample PAF® Database is used only for supply by the End-User to a third party and not for any internal use by the End-User (the "Sample PAF® Recipient");

5.1.8 no Sample PAF® Database is combined with any other Sample PAF® Database or used in connection with any other Sample PAF® Database for any purpose whatsoever;

5.1.9 such Sample PAF® Database is used by the Sample PAF® Recipient only for its own internal use for Market Research Purposes and not for any other purpose and not for supply by the Sample PAF® Recipient to any other third party other than to its own Researchers for use in respect of the Sample PAF® Recipient's Market Research Purposes; and

5.1.10 each such Sample PAF® Recipient deletes or destroys each Sample PAF® Database within twenty (20) Working Days of the completion of the specific Market Research Purpose for which the Sample PAF® Database was being used and confirms in writing to the End-User that it has done so.

**TABLE 4 – the elements of data comprising “Full PAF®” and “Part PAF®”**

PAF® record element	A whole PAF® record for full PAF® comprises the following elements	A whole PAF® record for part PAF® comprises the following elements
Organisation Name	✓	
Department Name	✓	
PO Box	✓	✓
Sub Building Name	✓	
Building Name	✓	
Building Number	✓	
Thoroughfare	✓	✓
Dependant Thoroughfare	✓	✓
Dependant Locality	✓	✓
Double Dependant Locality	✓	✓
Post Town	✓	✓
Postcode	✓	✓
Delivery Point Suffix	✓	
Checksum Digit	✓	
UDPRN	✓	
Postcode Type (small or large user)	✓	✓
Small User Org Indicator	✓	
Delivery Point Count for Postcode	✓	✓
Mailsort code	✓	✓
Concatenation Indicator	✓	
Address Keys	✓	
Organisation Key	✓	
Number of Households	✓	

PAF® record element	A whole PAF® record for full PAF® comprises the following elements	A whole PAF® record for part PAF® comprises the following elements
DP Use Indicators	✓	
Alias – Delivery Point	✓	
Alias – Thoroughfare/Dependent Thoroughfare	✓	✓
Alias - Locality	✓	✓
Alias – Traditional County	✓	✓
Alias – Former Postal County	✓	✓
Alias – Administrative County	✓	✓
For Welsh PAF® Records only:		
Welsh - Dependent Thoroughfare	✓	✓
Welsh - Dependent Locality	✓	✓
Welsh – Double Dependent Locality	✓	✓
Welsh – Post Town	✓	✓

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Land and Property Services (LPS)

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- b) Additional fields
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- d) Missing address elements

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