

TERMS AND CONDITIONS FOR PROVISION OF ADDRESSNOW PRODUCTS

BETWEEN:

- A. Royal Mail Group Ltd, a company incorporated in England and Wales (number 4138203) with its registered address at 100 Victoria Embankment, London, EC4Y 0HQ (**Royal Mail Data Services, us or we**); and
- B. Your company or organisation, as provided to us when you place an order for use of the Product (**you**).

We and You are each a '**Party**' and together the '**Parties**'.

1. Introduction

- 1.1 These terms and conditions (**Terms**) explain our duties to you and your duties to us and form part of your agreement with us for the provision of our AddressNow data products. You confirm that you are not entering into this Agreement as a consumer.
- 1.2 Our agreement (the **Agreement**) with you is made up of:
 - 1.2.1 these Terms;
 - 1.2.2 the written description of products to be provided to you in a document entitled 'Product Specification' (**Specification**), and charges payable under, these Terms; and
 - 1.2.3 the further licence terms on which the Data is licensed to you under these Terms (**Licence Terms**)
- 1.3 The Agreement takes priority over any previous agreements or arrangements between us for the Products, and the Agreement is the only agreement between us in relation to the Products.
- 1.4 If any provisions of the Agreement are contradictory, the following order of precedence shall apply:
 - 1.4.1 the Licence Terms take precedence over these Terms and the Specification;
 - 1.4.2 these Terms take precedence over the Specification.

2. Interpretation

- 2.1 You may not be familiar with some of the words or phrases we use in the Agreement. When they are used for the first time, they are shown in bold print and explained in the relevant part of the Agreement or in the following section:

Charges the charges as notified to you prior to purchasing access to use the Products;

Confidential Information any information of a confidential or proprietary nature (irrespective of the form, presentation or communication including computer software and data, physical objects and samples and, in the case of Royal Mail Data Services, the Data, whether before or after it is incorporated into a Customer Database) relating to the business, operations, customers, processes, budgets, product information, know-how and/or strategies of either Party, including any access keys and passwords applying to the

	Products;
Credit	pre-paid charges as further set out in the Specification;
Customer Database	means your electronic compilation of records, database or mailing list, which existed prior to the provision of any Products under the Agreement;
Data	address data held by us on any Database as updated from time to time as supplied or contained in any Product under the Agreement;
Data Privacy Laws	all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals including, without limitation, the Data Protection Act 1998, the Directive and the Regulation, and all laws implementing them, in each case as may be replaced, extended or amended, as well as all applicable formal informal guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of the Information Commissioner's Office, other relevant regulator, and/or relevant industry body, in each case in any relevant jurisdiction(s);
Databases	the databases set out in the Specification, including any updates to them;
Directive	the European Commission Directive 95/46/EC with respect to the processing of personal data;
Documentation	the PDF or hard copy user documentation made available to you by us (or our Licensors) or through our nominated website;
EEA	the European Economic Area comprising the EU member states for the time being, Norway, Iceland and Liechtenstein;
European Commission Approved Transfers	transfers of personal data: (a) within the EEA (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;
Initial Term	the initial term of the Agreement which is 12 months from the initial Order Acceptance, unless otherwise agreed in writing by the parties;

Intellectual Property Rights or IPR

all intellectual property rights including copyright and related rights, database rights, trademarks and trade names, patents, topography rights, design rights, trade secrets, know-how, and all rights of a similar nature or having similar effect which subsist anywhere in the world, whether or not any of them are registered and applications for registrations, extensions and renewals of any of them;

Law

- (i) any applicable statute or proclamation or any delegated or subordinate legislation;
- (ii) any enforceable Community right within the meaning of section 2(1) of the European Communities Act 1972;
- (iii) any applicable guidance, direction, determination or regulations with which either Party is bound to comply to the extent that the same are publicly available or the existence or contents of them have been notified to the other Party;
- (iv) any applicable judgment of a relevant court of law which is binding precedent in England, in each case in force at any time during the term of the Agreement;

Licensors

third party licensors of IPR in Products (including for this purpose Royal Mail Address Management Unit as defined in the Licence Terms);

Order Acceptance

our acceptance of your order for Products (for the avoidance of doubt, the Order Acceptance will not introduce any additional terms);

Personal Information

Personal Data which is processed by either Party in connection with this Agreement

Products

the products detailed in the Specification (including relevant Data);

Product Use

the use or purpose set out in the Specification;

Regulation

the General Data Protection Regulation (EU) 2016/679;

SLA

the service levels of any support notified by us to you in writing;

Support

the support set out in the SLA;

Term

the term of the Agreement;

Updated Customer Database

any Customer Database to which the Products have been applied under the Agreement;

User	an individual authorised by you to use a Product;
Working Day	any day which is not a Saturday, a Sunday or a bank or public holiday in England; and.
Year	the period of 12 months (or if shorter, up to and including the last day of the Term) from either: (1) the date of the initial Order Acceptance; or (2) an anniversary of the date of the initial Order Acceptance.

2.2 In the Agreement unless the context otherwise requires:

- 2.2.1 references to one gender include references to all genders and references to the singular include the plural and vice versa;
- 2.2.2 clause headings are for convenience only and will not affect the construction of the Agreement;
- 2.2.3 any reference to an enactment, order, regulation or statutory provision is a reference to it as it may have been or may from time to time be amended, replaced or re-enacted;
- 2.2.4 references to persons shall include references to individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- 2.2.5 any phrase introduced by the expressions including, include or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 2.2.6 references in the Agreement to the Databases shall be deemed to include the Data or any part of it, as the context so requires.

3. Duration

- 3.1 The Agreement shall take effect from the date of the Order Acceptance and unless terminated in accordance with the terms of the Agreement shall continue in force for the Initial Term.
- 3.2 With effect from the end of the Initial Term you may, subject to our subsequent Order Acceptance, renew the Agreement for a further term of 12 months (unless otherwise agreed in writing) (**renewal Term**) by submitting a new order or responding to our renewal notice and on our Order Acceptance in relation to such submission or response the Agreement shall be renewed for the renewal Term.
- 3.3 We may notify you at any time during or after the end of the Initial Term or renewal Term, that a renewal Term or further renewal Terms are not available.
- 3.4 Provisions in the Agreement which are either expressly stated to remain in force after the expiry or termination of the Agreement, or which may be deemed to do so by implication, shall continue to have full effect until the relevant rights and obligations of the Parties have been completely performed or until otherwise terminated.

4. Products

- 4.1 In consideration of your compliance with the terms of the Agreement, we will provide you with the Products and Support.
- 4.2 Except as set out in the Specification, we do not warrant, nor provide any other assurances, regarding the accuracy, completeness, fitness for purpose, functionality or performance of Products or Data or that software is error free.

4.3 We may vary the technical specifications of the Products and where this will materially adversely affect all of our users, we will give you reasonable notice of such changes.

5. Licence of Products and Data

5.1 In exchange for the Charges and subject to the other terms of this Agreement, we grant to you a non-exclusive, non-transferable, revocable right in the EEA to use the Products for the Product Use.

5.2 We grant to you a non-exclusive, non-transferable, revocable right in the EEA to use, in the ordinary course of your business, any Data provided with the Products. Such licence is granted subject to the Licence Terms and includes terms relating to third party software and data in the Products, which Licensors may enforce against you.

5.3 You shall only use the Products and any Data for the Product Use for which you have paid Charges.

5.4 Where you pay Charges by reference to a time period, number of Users or by reference to a certain level of use, the licences set out in this clause 5 shall be valid only for the period or level of use purchased or for those Users in respect of whom Charges have been paid. You shall ensure that only those Users in respect of whom Charges have been paid make use of the Products and the use of the Products by you does not exceed the level of use that you have purchased.

6. Your obligations

6.1 You shall ensure that any of your systems that rely upon the use of the Product for data entry or data lookup have a reasonable alternative means of operation in the event that the Product is unavailable.

6.2 You agree to put in place effective daily back-up and disaster recovery procedures in respect of your systems and data with which Products are used, and you acknowledge that you are responsible for virus scanning and antivirus measures and firewall protection for your systems (including to safeguard your systems from any issue arising from use of the Products).

6.3 You agree to use Products in accordance with such fair use policies as we may notify to you from time to time.

6.4 You will ensure that your technical implementation for access and use of the Product use avoids binding to a single datacentre and instead uses a standard load balanced service (details of how to do this are available upon request from us).

6.5 At any time during the Term, on the provision of two (2) Working Days' notice from us, you shall give us and our agents reasonable accompanied access during working hours to your premises, computer systems, accounts, documents and records for the purpose of verifying and monitoring your compliance with the Agreement.

6.6 You shall comply with such password and access key measures as we put in place in relation to access to the Products. We may issue new access keys and passwords if requested or required in relation to unauthorised use of Products, and we may suspend your access to Products if in our reasonable belief unauthorised use of Products is due to your wrongful or negligent act or omission. You acknowledge that you remain responsible for such unauthorised access to Products.

6.7 You agree to indemnify and keep us indemnified against all losses, costs, claims and liabilities which we or any member of our group or any of its or our employees, agents, Licensors, contractors or subcontractors may suffer or incur arising out of or in connection with:

- 6.7.1 your failure to comply with any Law (or that of your employees, agents, contractors and subcontractors);
- 6.7.2 any use by you or any of your employees, agents, contractors or sub-contractors of any Products or Data otherwise than in accordance with the Agreement;
- 6.7.3 any breach by you of your obligations under clause 18 (Confidentiality) and clause 14 (Data Protection);
- 6.7.4 any claim by a third party that your use of Customer Data infringes that third party's IPR or is in breach of Data Privacy Laws;
- 6.7.5 any breach by you of your obligations under clauses 6.1-6.6 (Your obligations) and 8 (Restrictions);
- 6.7.6 any breach by you of the Licence Terms;
- 6.7.7 any breach of our or our Licensors' Intellectual Property Rights; and
- 6.7.8 any claim made by any third party arising out of or relating to (i) any breach of the Agreement by you or any of your employees, agents, contractors or sub-contractors or (ii) any wilful misconduct or negligent act or omission by you, or any of your employees, agents, contractors or subcontractors.

7. Support

- 7.1 You acknowledge that except as set out in a SLA, we do not provide Support for Products but that it is available to request, and if agreed to be provided by us, then it will be on such terms as you and we may agree.
- 7.2 We may provide limited free support for your use of Products, but are not obliged to do so and our provision of such support does not create any obligation to do so on another occasion. We may charge for support provided at our standard rates.
- 7.3 Products are provided on an "as is, as available" basis and we are not liable for any non-availability of Products, except as agreed in an SLA (in which case our liability is as set out in such SLA).

8. Restrictions

- 8.1 You may not resell, rent, loan, lease, distribute or offer services to others (whether for value or not) using Products.
- 8.2 You may not use Products in any way which adversely affects our reputation or the reputation of our Licensors, or in any way which has the object of circumventing the intention of any restriction set out in this Agreement.
- 8.3 Except to the extent permitted by the Agreement or by Law, you will not be entitled to modify, adapt, translate, vary, reverse assemble, decompile or reverse engineer any part of the Data, Databases or Products or to create derivatives based upon the Data, Databases or Products (or any part thereof), and you shall not, nor shall you allow any third party to, duplicate or reproduce any Data, Databases or Product (or any part thereof) (although you may make a copy of any Documentation provided electronically, for back-up purposes only).
- 8.4 Except as expressly permitted by the Agreement, you shall not at any time reproduce, publish, sell, let, lend or otherwise part with possession of any data contained on an Updated Customer Database (**Processed Data**) or relay or disseminate Processed Data either on its own, or combined with other data, apart from making a single back-up copy of the Updated Customer

Database for security purposes. You agree to ensure that your employees comply with the terms of this clause 8.4.

8.5 You shall not provide Processed Data or allow any access to the Processed Data to any of your agents or subcontractors without our prior written consent (such consent not to be unreasonably withheld).

8.6 You shall not make any statement or claim relating to the Processed Data or Products as approved, recommended or endorsed by us or anything similar to imply that such is the case unless we have given our express prior written permission to the form of such an advertisement.

9. Evaluation Offerings

You may be permitted to use the Products on an evaluation basis by us. If any such use is permitted, it will be subject to the terms of this Agreement and the following additional conditions:

9.1.1 You will not use any Products provided for evaluation purposes (collectively known as the **Evaluation Offerings**) for any commercial purpose whatsoever, nor within any form of live environment whereby you could suffer any form of loss from any issues with the Evaluation Offerings;

9.1.2 We will not be liable for any performance issues with such Evaluation Offerings;

9.1.3 We may provide details in respect of use of the Evaluation Offerings to our Licensors, and you agree to such disclosure;

9.1.4 You will permit us or the respective Licensors of the Evaluation Offerings to contact you for the purpose of monitoring your use of the Licensors' IPR, as well as for checking compliance by you with the terms of the Agreement and for enforcing our or the Licensors' rights in respect of the Evaluation Offerings;

9.1.5 You will not use the Evaluation Offerings in any manner whatsoever after the expiry of any evaluation period granted by us.

10. Fees

10.1 You shall pay the relevant Charges to us as in advance of your use of the Products unless otherwise set out in the Charges Schedule.

10.2 If you fail to pay any of the Charges due to us by the dates specified in this clause and the Charges Schedule then, without prejudice to any other right or remedy available to us, we shall be entitled to:

10.2.1 suspend the performance of our obligations (including the provision of any Products and any Data) under the Agreement without incurring any liability to you provided that we have first made written demand for such Charges, and such Charges remain unpaid for a period of fourteen (14) days from the date of such demand;

10.2.2 terminate the licences granted to you under the Agreement; and

10.2.3 charge daily interest on all amounts outstanding under the Agreement or at Law, at a rate equal to four per cent (4%) above the Bank of England's base rate applicable on the date when the payment first became due, such interest is to accrue both before and after any judgment.

10.3 Where you pay Charges by a Credit, you acknowledge that Credit has an expiry date and it is your responsibility to use the relevant Services within the relevant period. No refunds of Credit are given and Credits are not transferable.

- 10.4 All Charges are expressed exclusive of Value Added Tax. You shall pay all such Value Added Tax, in addition to the Charges, in the manner and at the rate prescribed by Law from time to time.
- 10.5 We shall be entitled, on giving one (1) months' prior notice to you, to increase or decrease any of the Charges or to modify or amend the Charges structure.

11. Limited warranties

- 11.1 We warrant for the Term that the Products will materially function in accordance with their Documentation. In the event that a Product does not function in material accordance with its Documentation, and you notify us of the non-compliance, we shall use reasonable endeavours to provide within a reasonable period of time corrected Products materially functioning with their Documentation, provided that such non-compliance has not been caused by:
- 11.1.1 any modification, variation, configuration or addition to the Product not performed by us;
 - 11.1.2 incorrect use, abuse or corruption of the Product by you or third parties;
 - 11.1.3 use of the Product with other products, data or on equipment with which it is incompatible; or
 - 11.1.4 as a result of any updates made by a third party to its software or platform or interface that cause an issue in respect of the Product.
- 11.2 The remedy set out in this clause 11 is your sole and exclusive remedy in respect of failures of a Product to comply with its Specification.

12. Liability

- 12.1 This clause 12 sets out the Parties' entire financial liability (including any liability for the acts or omissions of their employees, agents and subcontractors) in respect of any breach of the Agreement and any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 12.2 Nothing in the Agreement will limit or exclude a Party's liability for:
- 12.2.1 death or personal injury resulting from its negligence; or
 - 12.2.2 fraud or fraudulent misrepresentation; or
 - 12.2.3 any liability which may not be lawfully limited or excluded.
- 12.3 You acknowledge that we do not warrant, nor provide any assurance in respect of:
- 12.3.1 the accuracy and/or completeness of the Data or any updates to the Data; nor
 - 12.3.2 that the Products or any Database do not infringe the Intellectual Property Rights of any third party.
- 12.4 Without prejudice to clause 12.2 neither Party will be liable to the other for any consequential, special, incidental or indirect losses, or the following losses whether direct, consequential, special, incidental or indirect losses: loss of profits; loss of revenue; loss of turnover; loss of sales; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; loss of software or data; (or any losses arising from a claim by a third party for any of the aforementioned losses); whether such losses arise under contract (including without limitation in relation to any deliberate repudiatory and fundamental breaches), statute, tort (including without limitation, negligence), or otherwise.
- 12.5 Subject to clauses 11, 12.2 and 12.6, our entire aggregate liability to you in respect of the totality

of all claims arising out of or in connection with the Agreement and use of the Products in any Year is limited in aggregate to the Charges paid and remaining to be paid by you in such Year.

- 12.6 In respect of any Support our entire liability to you shall be limited as set out in the SLA.
- 12.7 You shall bring any claims arising during the Term in connection with the Agreement, and in accordance with the Agreement on the earlier of: (1) within twelve (12) months of the first occurrence giving rise to those claims; and (2) within two (2) months following the end of the Term.
- 12.8 Any warranties and assurances contained within the Agreement are given expressly in place of and exclude all other warranties, and assurances and conditions expressed or implied under common law, statute or otherwise to the fullest extent permitted by Law.
- 12.9 Where the Agreement refers to any limitation or exclusion of liability, such limitation or exclusion applies whether the respective liability arises under contract (including without limitation in relation to any deliberate repudiatory and fundamental breaches), statute, tort (including without limitation, negligence), or otherwise.
- 12.10 All claims, losses and potential claims which arise from the same original cause, a single source or a repeated or continuing problem will be treated as a single claim, loss or potential claim for the purposes of the exclusions and limitations of liability set out in this Agreement.
- 12.11 Where any liability is limited by reference to an aggregate amount, that applies to the total amount of claims rather than on a per claim basis.
- 12.12 You acknowledge that the charges in respect of this Agreement have been calculated on the basis that we will exclude and limit our liability as set out in this Agreement, and that the limitations and exclusions of liability in this Agreement are therefore reasonable.

13. Property Rights in the Data

- 13.1 The Data, the Databases and the Products and all Intellectual Property Rights subsisting in and/or relating to the Data, the Databases and the Products from time to time are and shall remain the property of Royal Mail Data Services or of Licensors. You shall not acquire rights in the Data, the Databases, the Products or any Intellectual Property Rights herein except as expressly provided in the Agreement. The Agreement shall not operate as an assignment by us of any Intellectual Property Rights that may subsist in or relate to the Data, the Databases or the Products.
- 13.2 The licences of the Products and Data expressly set out in the Agreement are the only licences granted by us under the Agreement in respect of Products, the Data and the Databases and we reserve our rights and those of our Licensors under the Agreement (including all its rights to take enforcement action in respect of the same) in relation to any use of the Data, the Databases, or the Products which is not permitted under the Agreement. This shall include, without limitation, any provision to a third party of a copy of or access to any Updated Customer Database (or any other database) which results from breach of the Agreement.
- 13.3 You shall not remove or tamper with any Intellectual Property Rights notice attached or used in relation to the Data or the Products.
- 13.4 The Agreement does not grant to you any right to use any of our or our Licensors: trade marks, service marks, business names or logos.
- 13.5 The provisions of this clause 13 shall continue to operate after the termination of the Agreement.
- 13.6 The Products may contain a number of seed names and addresses in order for us to monitor

their usage and ensure that it is in accordance with the Agreement.

14. Data Protection

14.1 The Parties' attention is drawn to the Data Privacy Laws. You acknowledge that we are the Data Controller in respect of any Personal Data in the Data. We acknowledge that you are the Data Controller in respect of any Personal Data in Customer Databases whether it has been cleansed, modified or otherwise. You agree that you will not do or omit to do any act which would place you or us in breach of the Data Privacy Laws and each Party warrants to the other that it will duly observe all its obligations under the Data Privacy Laws which arise in connection with the performance of the Agreement.

14.2 Each Party shall:

14.2.1 comply with Data Privacy Laws and shall not by its act or omission cause another Party to breach Data Privacy Laws;

14.2.2 (in its respective capacity as Data Controller) use all its reasonable endeavours to agree with other Parties all matters pertaining to any requirement for instructions to be provided to a Processor who processes the Personal Information; and

14.2.3 generally co-operate in good faith and with all appropriate due diligence promptly to resolve any issues or dispute arising in respect of the Personal Information, so as to protect the rights of Data Subjects in accordance with Data Privacy Laws.

14.3 Without prejudice to the general obligations at clause 14.2 above, each Party shall:

14.3.1 having regard to the state of technological development, take all appropriate technical, security and organisational measures necessary or desirable to ensure that Personal Information is protected against loss, destruction and damage, and against unauthorised access, use, removal, copying, modification, disclosure or other misuse;

14.3.2 maintain a record of all categories of Processing activities undertaken under this Agreement and a record of any Personal Data Breach;

14.3.3 where a Data Subject makes a written request to either Party for access to any Personal Information, in respect of which the other Party is Data Controller, the relevant party to whom the request was made shall promptly notify the other party of that request, and liaise to ensure that the request is addressed in accordance with the Data Controller's obligations under Data Privacy Laws; and

14.3.4 not Process the Personal Information in a way as to cause the other Party to breach any of its obligations under Data Privacy Laws.

14.4 In the case of an unauthorised loss, corruption, damage, destruction, alteration, disclosure or access to any Personal Information, any unauthorised or unlawful processing of Personal Information or any breach of the Data Privacy Laws (each a Personal Data Breach), or any action that causes or could reasonably be deemed to cause a Personal Data Breach, to the extent that such Personal Data Breach is likely to impact the Personal Data processed by the other Party, that Party shall at the earliest opportunity, and in any event within 48 hours from becoming aware, notify

the other Party of the Personal Data Breach and shall liaise and collaborate in order to meet their legal obligations to report a Personal Data Breach in accordance with Data Privacy Laws.

14.5 For the purposes of this clause 14 '**Data Controller**', '**Data Subject**', '**Personal Data**', '**Personal Data Breach**' and '**Processing**' shall have (until 24 May 2018) the meanings ascribed to them in the Directive and (from 25 May 2018) the meanings given under the Regulation.

15. Assignment

You shall not assign, sub-contract or otherwise deal with your rights under the Agreement, or any part of it without our prior written consent.

16. Termination and Suspension

16.1 We may terminate the Agreement at any time if you breach any term of the Agreement and fail to remedy such breach (where capable of remedy) within ten (10) Working Days of notification.

16.2 We may terminate the Agreement for convenience on not less than ninety (90) days' written notice to you at any time, and in such event we shall provide a pro-rata refund of part of the Charges as set out further in the Specification.

16.3 We may terminate the Agreement for convenience upon written notice (with such termination being effective on the date specified in the respective notice) where such termination is necessary for us to comply with any third party licences imposed on us in respect of the Product.

16.4 If we reasonably believe that your use of the Product is abnormal, and such abnormal use is impairing the Product's performance or results in abnormal Credit consumption (as reasonably determined by us), then we may suspend your access to the Product until the cause of the impairment has been resolved (such suspension will not affect your requirement to continue paying the relevant Charges for the suspended Product, nor will it extend the Term).

16.5 We may temporarily suspend the making available of all or part of the Products without liability for emergency or operational reasons, but where reasonable practicable, we will give you advance warning of such suspension.

16.6 We may terminate the Agreement immediately if:

16.6.1 we are no longer able to make available the Products (in whole or in part) due to the acts or omissions of our Licensors;

16.6.2 any arrangement with a third party necessary for the delivery of the Products is terminated for any reason.

16.7 We may terminate the Agreement immediately if you:

16.7.1 do anything which damages or may damage our reputation or business or that of our parent, sister or subsidiary companies or Licensors;

16.7.2 use any Product in a way that breaks any law that applies;

16.7.3 use any product fraudulently or in connection with a criminal offence;

16.7.4 are in breach of clause 13 (Property Rights in the Data).

16.8 Either Party may end the Agreement immediately by giving notice to the other Party if:

16.8.1 the other Party becomes bankrupt or insolvent or is not able to pay its debts;

- 16.8.2 the other Party passes a resolution for winding up its business, or a court makes an order to wind up the business (in either case, other than for the purposes of reorganisation);
 - 16.8.3 a receiver, administrative receiver, manager or an administrator is appointed over any or all of the assets of the other Party;
 - 16.8.4 the other Party makes or proposes any arrangement with or for the benefit of its creditors;
 - 16.8.5 if the other Party enters any proceedings for administration or liquidation or otherwise becomes subject to dissolution proceedings;
 - 16.8.6 the other Party or anyone it employs or for whom it is responsible breaks any applicable anti-bribery or anti-money laundering laws and/or regulations in connection with the Agreement and/or any related products; or
 - 16.8.7 upon the occurrence of an analogous event in any other jurisdiction.
- 16.9 You may terminate the Agreement if we have incurred financial liability to you which would exceed the cap on our financial liability set out in clause 12.5.
- 16.10 We may terminate the Agreement if you disclose any information relating to the business of Royal Mail Data Services or Royal Mail Address Management Unit or any of their Licensors which is specified by us as being confidential or would be defined in the Agreement as being Confidential Information.
- 16.11 The termination of the Agreement will not affect any rights, remedies, obligations or liabilities of the Parties which have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry of the Term.
- 16.12 The Agreement shall terminate where the Licence Terms are terminated for any reason.

17. **Consequences of Termination**

- 17.1 On termination of the Agreement:
- 17.1.1 your rights to use Data under the Licence Terms shall terminate;
 - 17.1.2 your rights to use the Products shall terminate;
 - 17.1.3 you shall within 12 months of the date of termination either:
 - (i) Return to us all copies of the Data, any Databases and all supporting documentation supplied to you; or
 - (ii) permanently delete or destroy all copies of the Data, any Databases and all supporting documentation provided to you, which, in each case, you are reasonably able to destroy or delete.

and you shall certify in writing that you have complied with the requirements of this clause.

18. **Confidentiality**

- 18.1 You agree that you shall, in relation to any Confidential Information:
- 18.1.1 keep it confidential and not disclose it to any other person other than to your professional advisers, employees, agents and sub-contractors on a need to know basis;
 - 18.1.2 not copy or reproduce any part of the Confidential Information except as permitted under the Agreement without our prior written approval;

- 18.1.3 apply to the Confidential Information no lesser security measures and degree of care than those which you take in protecting your own confidential information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information; and
- 18.1.4 use the Confidential Information only for the purposes of the Agreement.
- 18.2 You shall take all reasonable measures to ensure that your professional advisers, employees, agents and sub-contractors comply with the terms of this clause 18.
- 18.3 The obligations contained in this clause 18 shall not apply to any Confidential Information which:
 - 18.3.1 was, is or has become lawfully available to the public otherwise than through breach of the Agreement;
 - 18.3.2 was disclosed to either Party by a third party legally in possession of the Confidential Information and who was not restricted from disclosing it; and
 - 18.3.3 was independently created by or already in the possession of either Party.
- 18.4 If you are required by a court of law or other competent jurisdiction or any other regulatory authority to disclose any Confidential Information in order to comply with any such law or order of any such court or regulatory authority may do so, but you shall, where reasonably practicable, give us not less than seven (7) days' notice of such disclosure.
- 18.5 Subject to the terms of the Agreement you shall not make any statement or claim relating to the Data or any Products being approved, recommended or endorsed by us or anything similar, or imply that such is the case, unless we have given our prior written consent to the form and content of such statement or claim.

19. Force Majeure

- 19.1 We will not be liable for any failure or delay in our provision to you of the Products which is beyond our reasonable control (including for the avoidance of doubt, any such failure or delay caused by internet failure) (a **Force Majeure Event**).
- 19.2 If a Force Majeure Event continues for a period of more than fourteen (14) consecutive days, then either party may terminate the Agreement for convenience. In such circumstances, both parties acknowledge that there will be no compensation due from either party to the other for such termination.

20. Notices

- 20.1 All notices to be served or given by a Party under the Agreement will be sent by special delivery or signed for post to the other Party's address as described above, delivered personally or sent by fax to such fax number as may have been notified to the sender.
- 20.2 Notices will be deemed to have been served as follows:
 - 20.2.1 If delivered personally, upon delivery;
 - 20.2.2 If sent by signed for post, upon delivery to the recipient; or
 - 20.2.3 If sent by fax, when transmitted provided that a confirmatory copy is sent by special delivery by the end of the next Working Day after transmission.

21. General

- 21.1 The Agreement records the entire agreement between the Parties and supersedes and replaces all other written and oral communications, agreements and representations by the Parties on the subject matter of the Agreement. Except for the express provisions in this Agreement (and

any express provisions contained in any documentation which is expressly incorporated), all other warranties, conditions, terms, representations, statements, undertakings and obligations whether express or implied by statute, common law, custom, usage or otherwise are hereby excluded to the maximum extent permitted by law. The Parties hereby confirm that they have not relied upon any representations, communications or other matters which have not been expressly stated in this Agreement, whether as an inducement to enter into this Agreement or otherwise. This clause 21.1 does not exclude liability for any fraudulent misrepresentation by either Party.

- 21.2 The rights, powers and remedies provided in the Agreement are cumulative and not exclusive of any rights, powers and remedies provided by Law, or otherwise.
- 21.3 Nothing in the Agreement shall be deemed to constitute a partnership, or create a relationship of principal and agent for any purpose between the Parties.
- 21.4 We may change the terms of the Agreement at any time, and you will be notified of any such changes. You may by notice to us terminate the Agreement within thirty (30) days of our notice under this clause if such changes adversely affect you.
- 21.5 In the event that any term of the Agreement becomes void or unenforceable, it will be deemed to be deleted from the Agreement and the remaining terms of the Agreement will continue in force unaffected. We and you will use our reasonable endeavours to agree a replacement term most closely, reasonably and lawfully reflecting the intention of the deleted term.
- 21.6 No provision of the Agreement shall be waived unless expressly stated otherwise in this Agreement in respect of any rights or remedies, or agreed to be waived by both Parties in writing; however, where a right must be exercised within a specified time period, then that right will be waived if it is not exercised within such time period. If any provision is waived, then that waiver shall operate for that instance only and not future instances, unless agreed otherwise by both Parties in writing.
- 21.7 You shall comply with all laws and regulations applicable to the use of the Products and Data.
- 21.8 In order to be effective, variations to this Agreement must be in writing signed on behalf of each Party by its authorised representative, unless the change is made pursuant to clause 21.4.
- 21.9 Except as set out in any part of the Agreement a person who is not a party to the Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999 or otherwise. The consent of a third party benefitting from a right to enforce the Agreement, is not required to the Agreement's variation or termination.
- 21.10 The Agreement is subject to English Law (in respect of contractual and non-contractual claims). The Parties agree to submit to the exclusive jurisdiction of the English courts.

Licence Terms

1. Introduction

- 1.1 These Licence Terms set out the basis on which Data is licenced to you and form part of your agreement with us for the provision of data products and the licencing of any Data by us in connection with the Agreement as described in the Terms.
- 1.2 As set out in the Terms, if these Licence Terms contradict the other terms of the Agreement with regard to the subject matter of these Licence Terms, these Licence Terms will apply, although the definitions in the License Terms are only applicable to the License Terms and do not affect the definitions in the Terms.

2. Interpretation

- 2.1 You may not be familiar with some of the words or phrases we use in the Licence Terms. When they are used for the first time, they are shown in bold print and explained in the relevant part of these Licence Terms or in the following section. Except as set out below or in the Licence Terms, words and phrases defined in the Agreement bear the meanings given to them there.

Cleansed End-User Database	an End-User Database on which Database Cleansing has been performed by you in the use of Products
Customer	your customer who has entered into a written agreement with you for the carrying out of Database Cleansing;
Data	Royal Mail Address Management Unit's PAF® and Alias database products
Data Creation	means in the case of PAF® and/or Alias the use of the Data, whether incorporated in a Solution or otherwise, to create a new Record or Records by: (i) adding any PAF® Record or PAF® Records; and/or (ii) adding any element or elements of a PAF® Record; in each case, to an End-User Database or to create a new database where previously there was none;
Database Cleansing	means any activity which involves the processing of an End-User Database using the Data and includes: (i) the verification of an existing Record in the End-User Database as being the same as the entry on the Data; (ii) the amendment of an existing Record in the End-User 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 into a "PAF® format"; (iv) the flagging or marking of an existing Record in the End-User 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; and/or (vi) extracting duplicate existing Records in the End-User Database; but does not include Data Creation;
Delivery Point	a complete postal address including a postcode, to which mail is delivered;

End-User Database	your electronic compilation of records, database or mailing list which existed prior to any Database Cleansing being carried out pursuant to these Licence Terms in respect of the same
Maximum Data Return	as defined within the definition of "Transaction"
Products	the products set out in the Agreement
Record	an individual entry in or to be made in a collection of data containing a postal address to which mail can be delivered or details of part of such address and which may also contain a business or consumer name
Royal Mail Address Management Unit	Royal Mail Group Ltd acting by its Address Management Unit, being the licensor of Data generally in the market and being a separate ring-fenced business unit of Royal Mail Group Ltd from Royal Mail Data Services, with whom we deal on arm's length terms
Solution	any of our products, services or other solutions 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
Transaction	in response to a query relating to a Delivery Point (or part thereof) a verification of that query and/or a return of data relating to a maximum of one hundred (100) Delivery Points ("Maximum Data Return"). For the avoidance of doubt: <ul style="list-style-type: none"> (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)
we, us	Royal Mail Group Ltd acting by its Royal Mail Data Services business unit, being the provider of Products to you under the Agreement
you	the customer as named in the Agreement

3. **Licence**

3.1 You may use the Data in our Solutions on a non-exclusive, non-transferable, revocable basis, for the paid up period of the Term (unless terminated earlier), in accordance with these Licence Terms.

3.2 The restrictions in the Schedule apply to your use of Data under these Licence Terms.

4. **Limits on use of the Data**

- 4.1 You shall use the Data for your own internal use only except as and only to the extent expressly permitted pursuant to these Licence Terms.
- 4.2 Except as is expressly permitted by these Licence Terms, you shall not:
- 4.2.1 use any of the Data or any Solution to create your own products or services containing any of the Data to be provided or offered to any third party;
 - 4.2.2 copy or reproduce (subject to clause 4.3), extract, publish or reutilise the whole or any part of the Data;
 - 4.2.3 transfer, sell, license or disseminate to any third party or in any way part with possession of the whole or any part of the Data.
- 4.3 You may make copies of the Data to the extent reasonably necessary for the following purposes only: back-up, security, disaster recovery purposes and testing.
- 4.4 Except as expressly stated in these Licence Terms, you shall not carry out any Data Creation unless you have our prior written consent.
- 4.5 Sub-contractors
- 4.5.1 You are permitted to provide Data or allow the provision of or access to Data to your sub-contractors only for the purposes of and to the extent necessary for:
 - (i) the provision of data storage and/or information technology services to you; and/or
 - (ii) for such sub-contractor to otherwise act on your behalf for your own internal business purposes.
 - 4.5.2 Your use of sub-contractors further to clause 4.5.1 is subject to your ensuring that
 - (i) we have given our prior written consent to your use of such sub-contractor; and
 - (ii) such sub-contractor has entered into a written agreement with you on terms which reflect the use of the Data permitted pursuant to clause 4 and which are otherwise no less onerous, and which do not grant more extensive rights, than those contained in these Terms and which:
 - (a) includes termination provisions equivalent to those set out in the Agreement and which provide that the agreement will automatically terminate if the Agreement is terminated or you otherwise cease to be licensed to use and/or permit the sub-contractor to use the Data; and
 - (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 the Agreement;

and

 - (iii) you remain primarily responsible for the acts and omissions of your sub-contractors as though they were your own.

5. **Your Obligations**

- 5.1 Where we request you shall complete the registration form in relation to the use of the Data that we provide.
- 5.2 You shall keep a complete and accurate audit trail of all financial and non-financial transactions relating to the Agreement and shall retain the same for a period of six (6) years. You shall grant us and/or Royal Mail Address Management Unit and/or their agents reasonable accompanied access upon reasonable prior notice, during working hours, to its premises, accounts and records relevant to these Licence Terms for the purposes of verifying and monitoring your compliance with its obligations under these Licence Terms (the **Audit**) and shall provide all reasonable cooperation and assistance in relation to the Audit. Royal Mail Address Management Unit may

not carry out an Audit more than once in any twelve (12) month period except where it reasonably suspects that you have failed to comply with any of its obligations under these Licence Terms.

5.3 You shall comply with all laws and regulations applicable to your use of the Data.

6. Fees

6.1 We acknowledge that the fees we are charged by Royal Mail Address Management Unit in relation to the Data and its subsequent usage by our customers 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 Address Management Unit each year. The current fees are, and any varied fees will be, made publicly available by Royal Mail Address Management Unit by being published on its publicly available website, which is currently at www.royalmail.com, from time to time. We acknowledge that we are not under any obligation to Royal Mail Address Management Unit to charge certain fees to our customers.

6.2 Where you purchase blocks of Transactions each such block shall remain valid for a period of twelve months from the date of supply of that block. At the end of such period any unused Transactions in such block shall be deemed to have expired and shall not be used or (at our option) may be used but charged for as if they were a further block.

7. Liability

7.1 Neither we nor Royal Mail Address Management Unit in any way warrant the accuracy or completeness of the Data and neither we nor Royal Mail Address Management Unit shall be liable for any loss or damage (whether direct or indirect or consequential) howsoever arising out of or in connection with these Licence Terms or their termination, except to the extent that such liability may not be lawfully excluded.

7.2 Royal Mail Address Management Unit is not liable in any way in respect of any Data or Solutions provided by us to you.

7.3 Even if the Solutions provided by us to you are designated as Royal Mail approved, Royal Mail Address Management Unit 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.

7.4 Royal Mail Address Management Unit shall not be obliged in any circumstances to provide any Data or any Solutions direct to you.

7.5 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.

7.6 The provisions of this clause 7 shall continue to operate after any expiry or termination of these Licence Terms.

7.7 The provisions of clause 7 in these Licence Terms only apply to liability arising in respect of these Licence Terms.

8. General

8.1 These Licence Terms and any dispute or claim arising out of or in connection with it or their 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.

8.2 Royal Mail Address Management Unit may enforce these Licence Terms and clause 13 of the Agreement.

8.3 The provisions of this clause 8 shall continue to operate after any expiry or termination of these Licence Terms.

Schedule

1. Use of Cleansed End-User Databases

You may use the Product for Database Cleansing of End-User Databases but may only use Cleansed End-User Databases for your own internal use and in each case subject to this Schedule.

2. Supply of Cleansed End-User Databases

2.1 Cleansed End-User Databases may be supplied to third parties but where such database is within paragraph 2.2, it may only be supplied to a Customer (but not to any other third party) where such supply is at all times in compliance with the provisions of this paragraph and you must ensure that the Customer shall only supply the same to a third party where such supply is at all times in compliance with the provisions of this paragraph.

2.2 Paragraph 2.1 refers to any Cleansed End-User Databases which (either on its own or as part of series of connected databases) comprises all or substantially all:

2.2.1 in the case of PAF[®] or Alias the Delivery Points;

2.2.2 in the case of Multiple Residence the Multiple Residence Records;

2.2.3 In the case of Not Yet Built the Not Yet Built Delivery Points.

in the United Kingdom or any of England, Scotland, Wales or Northern Ireland.

2.3 For the purposes of this paragraph:

2.3.1 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 you;

2.3.2 the meaning of "substantially all" can be determined qualitatively or quantitatively and shall be determined in the reasonable opinion of Royal Mail Address Management Unit;

2.3.3 the expression **normal data supply activities** includes any activities you carry out as part of or in connection with your 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 your further database cleansing, or your licensing of any third party to reproduce Cleansed End-User Databases or to use them for database cleansing purposes;

2.3.4 any description of a "comprehensive postal address database" includes an address database comprising all or substantially all the Delivery Points in the United Kingdom or any of England, Scotland, Wales or Northern Ireland, and

(i) in relation to Multiple Residence includes a comprehensive database of the Multiple Residence records for such Delivery Points; and

(ii) in the case of Not Yet Built includes a comprehensive database of the Not Yet Built records for such Delivery Points

or any description of similar meaning or effect.

2.4 A database within paragraph 2.2 may only be supplied by you to your Customers (the "First Level Third Parties") and by such First Level Third Parties to other third parties (the "Second Level Third Parties"); provided that:

2.4.1 neither you, the Customer nor any third party shall at any time promote, market, represent or hold out the Cleansed End-User Databases as being a "master" comprehensive postal address database or "original" comprehensive postal address database or as being of any similar description;

2.4.2 such database may be supplied by you 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;

2.4.3 any such supply to a Second Level Third Party is subject to a requirement that the 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)

- 2.4.4 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 End-User Databases or of a substantial part thereof for supply to any other third party and not to make any such supplies; and
- 2.4.5 during the Term and for a period of six (6) years after the date of termination of these Licence Terms, any supply to a First Level Third Party or Second Level Third Party is subject to a prominent notice stating that the database has been cleansed against Royal Mail's PAF[®], Multiple Residence or (as the case may be) Not Yet Built databases being attached and embedded electronically in any soft copy of, and being attached to any hard copy medium comprising or containing any such database.
- 2.5 The provisions of this paragraph shall continue to operate after any expiry or termination of these Licence Terms.

3. Attribution statement

You may include the following statement, provided only that its use is reasonable, on your business stationery and publicity material and provided that such use is not permitted after the date of expiry or termination of the Product Agreement:

- 3.1.1 in the case of PAF[®] or Alias "[Name] processes databases against Royal Mail's PAF[®] and Alias databases."
- 3.1.2 in the case of Multiple Residence "[Name] processes databases against Royal Mail's Multiple Residence database".
- 3.1.3 in the case of Not Yet Built "[Name] processes databases against Royal Mail's Not Yet Built database."

4. Record keeping

During the Term and for a period of three (3) years after the date of termination of these Licence Terms, you shall, upon request provide within twenty (20) Working Days to us, the name and contact details of all third parties to whom a Cleansed End-User Database has been supplied. The provisions of this clause shall continue to operate after any expiry or termination of these Licence Terms.

5. Not Yet Built

A reference in these Licence Terms to Delivery Points in Not Yet Built refers to a postal address for a property under development in the United Kingdom to which mail cannot be delivered.