

**END USER – DATA LICENSE AGREEMENT  
(Australia Postal Directory Data)  
IMPORTANT NOTICE: PLEASE READ CAREFULLY  
BEFORE DOWNLOADING/INSTALLING OR USING THE DATA**

This End User Data License Agreement ("**Data License Agreement**") is a legal agreement between you (the "**End User**" or "**you**") and Trillium Software, Inc. including its affiliates and subsidiaries ("**Solution Provider**" or "**we**"/"**us**"). The terms of this Data License Agreement are intended to govern the use of the third party sourced Australian postal directory data (the "**Data**") which may be supplied by Solution Provider to you for use solely with the Solution Provider's Trillium Software System® suite of products (the "**Solution**") licensed to you pursuant to the terms and conditions set forth in the Solution Provider's License Agreement. .

**IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS DATA LICENSE AGREEMENT, WE ARE UNWILLING TO PROVIDE THE DATA TO YOU AND YOU MUST NOT DOWNLOAD AND/OR INSTALL THE DATA AND YOU WILL HAVE NO RIGHT TO ACCESS OR USE THE DATA. IF FOR ANY REASON YOU HAVE ALREADY DOWNLOADED OR INSTALLED THE DATA AND NO LONGER AGREE TO ALL THE TERMS OF THIS DATA LICENSE AGREEMENT YOU MUST CEASE YOUR ACCESS AND USE OF THE DATA IMMEDIATELY. BY USING THE DATA, YOU ARE AGREEING TO ALL OF THE TERMS OF THIS DATA LICENSE AGREEMENT.**

**1. DEFINITIONS.** Unless otherwise defined in this Data License Agreement, the following terms have the respective meanings set forth below.

**"Australia Post"** means Australian Postal Corporation.

**"Data"** shall mean the Australia Post data contained within the PAF which has been incorporated into or made apart of Solution Provider's Solution and is being sublicensed to End User subject to the terms and conditions of this Data License Agreement and the Solution Provider License Agreement.

**"Data Supply Medium"** means the format on or method by which the Data is supplied or made available to the End-User for use solely within and/or in conjunction with the licensed Solution.

**"Data Supply Order Form"** means the applicable Schedule or Work Order to the Solutions Provider License Agreement which outlines the agreed usage and pricing terms applicable to the Data to be supplied by Solution Provider to End User.

**"Delivery Point Identifier" or "DPID"** means an eight-character code developed by Australia Post which enables mail delivery points in Australia to be uniquely identified.

**"Intellectual Property Rights"** means all intellectual and industrial property rights of Solution Provider or its licensors including, without limitation, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), copyrights, database rights, semiconductor topography rights, proprietary information rights, any other similar proprietary rights and all applications, extensions and renewals in relation to such rights as may exist anywhere in the world, and whether created before, on or after the date of this Data Licence Agreement or which may be recognized in the future.

**"PAF"** means the Postal Address File which is a database created by Australia Post containing information on addresses to which Australia Post may deliver mail, the information associated with each address record on the PAF consists of:

(a) a DPID; and

(b) the address details in a correct address format.

**"Permitted Purpose"** means use of the Solution and the Data in the preparation of mailing lists and/or databases by the End User:

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(a) by matching, correcting, manipulating, adding to, sorting, comparing and/or validating (collectively “validating”) addresses; and

(b) by appending DPIDs to validated addresses; and

(c) by matching of individual DPID’s to a corresponding address, provided that no software, list or database may contain functionality which allows reverse engineering of the Data or any use not expressly permitted by this Data License Agreement.

“**Solution**” means Solution Provider’s Trillium Software System® suite of product(s) licensed to End User pursuant to the terms and conditions of the Solution Provider License Agreement.

“**Solution Provider**” means Trillium Software, Inc. including its affiliates and subsidiaries who are licensed by the source provider of the Data (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.

“**Solutions Provider Licence Agreement**” means the agreement between Solution Provider and End User applicable to End-Users’ licensed use of the Solution. .

“**Term**” means the initial twelve (12) month license period following the initial delivery of the Data and any subsequent twelve-month renewal terms agreed between the Solutions Provider and the End-User for the licensing of the Data per the terms of the applicable Data Supply Order Form.

**2. LICENSE.** The End-User may only use the Data within and/or in conjunction with the Solution as licensed to the End-User by the Solutions Provider on a non-exclusive, non-transferable, revocable basis, for the applicable annual subscription Term (unless terminated earlier), in accordance with the terms of this Data License Agreement or the Solution Provider License Agreement and applicable Data Supply Order Form.

### **3. LIMITS ON USE OF THE DATA/END USER ACKNOWLEDGEMENTS.**

3.1 End-User shall use the Data for the Permitted Purpose and only for its own internal use as and only to the extent expressly permitted pursuant to this Data License Agreement. Except as is expressly permitted by the terms of this Data License Agreement or the Solution Provider License Agreement, the End-User shall **not**:

3.1.1 use any of the Data to create its own products or services or to provide or offer to any third party;

3.1.2 copy or reproduce, extract, publish or reutilize the whole or any part of the Data other than expressly permitted herein;

3.1.3 transfer, sell, license, disseminate or in any way part with possession of the whole or any part of the Data to any third party.

3.1.4 use the Data to provide services for any third party nor use the Data in a service bureau or time-sharing capacity without the express prior written consent of Solution Provider.

3.2 End-User may make copies of the Data Supply Medium to the extent reasonably necessary for the following purposes only: back-up, security, disaster recovery purposes and testing.

3.3 End User acknowledges that:

3.3.1 the PAF does not contain all Australian addresses and that despite Australia Post’s endeavours, some addresses may contain errors.

3.3.2 the approval of the Solution by the Australia Post does not represent an endorsement by Australia Post that the Solution is suitable for the End User's purposes or is capable of being used by the End User; and

3.3.3 any and all enquiries concerning the characteristics or performance of the Solution must be referred to the Solution Provider, and not to Australia Post.

## 4. INTELLECTUAL PROPERTY RIGHTS

4.1 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 the Solution Provider's licensor Australia Post. The End-User shall acquire no rights in the Data or any Intellectual Property Rights in and to such Data except those limited rights expressly provided in this Data License Agreement. This Data License Agreement shall not operate as an assignment by Solutions Provider or its licensors of any Intellectual Property Right that may subsist in or relate to the Data.

4.2 The Data shall not be sold, copied or otherwise distributed without the prior written consent from Australia Post.

4.3 End User is strictly prohibited from using the Australia Post trademarks for the promotion of itself, any related entity, any third party or any product or service.

4.4 End User shall not alter, deface, make any addition to, remove, erase or obliterate, wholly or partly, any of the Australia Post trademarks that are applied to the Data or the Solution nor give permission to any other person to do so.

4.5 The provisions of this Section 4 shall continue to operate after the termination of this Data License Agreement.

**5. WARRANTY DISCLAIMERS/LIABILITY.** ALL DATA IS PROVIDED TO YOU ON AN "AS IS" AND "WITH ALL FAULTS BASIS" AND SOLUTION PROVIDER AND SOLUTION PROVIDER'S LICENSORS (AND THEIR LICENSORS AND SUPPLIERS) EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY SOLUTION PROVIDER OR ANY OF ITS LICENSORS, AGENTS, EMPLOYEES OR THIRD PARTY PROVIDERS SHALL CREATE A WARRANTY, AND END USER IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT.

SOLUTION PROVIDER AND SOLUTION PROVIDER'S LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE DATA; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE DATA, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SOLUTION PROVIDER OR SOLUTION PROVIDER'S LICENSORS (AND THEIR LICENSORS AND SUPPLIERS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.

**6. EXPORT/COMPLIANCE WITH LAWS/UNITED NATIONS CONVENTIONS.** End User hereby represents and warrants that it will comply with all applicable export control laws and regulations with respect to the use, handling and physical transfer of the Data which shall at

all times also be pursuant to the terms of this Data License Agreement and the Solution Provider License Agreement. In addition, End-User shall comply with all laws, regulations and requirements applicable to its use of the Data, including but not limited to the Privacy Act 1998 as amended by the Privacy Amendment (Privacy Sector) Act 2000 (the "Act") relevant to its possession or use of the Data. This provision shall survive any termination or expiration of this Agreement.

**7. AUDIT.** End-User shall keep a complete and accurate audit trail of all financial and non-financial transactions relating to this Data License Agreement and shall retain the same for a period of five (5) years. End-User shall grant the Solutions Provider and/or its applicable licensors and/or their agents reasonable accompanied access upon reasonable prior notice, during working hours, to its premises, accounts and records relevant to this Data License Agreement for the purposes of verifying and monitoring the End-User's compliance with its obligations under this Data License Agreement (the "Audit") and shall provide all reasonable cooperation and assistance in relation to the Audit. Solution Provider and/or its licensors 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 Data License Agreement.

**8. INDEMNIFICATION.** End-User will indemnify, defend and hold harmless Solution Provider and the applicable Solution Provider Licensor and their respective affiliates, licensors and suppliers from and against all costs, expenses, damages, losses or liabilities, including reasonable legal fees for claims arising out of or relating to End-User's breach of any of the terms of this Data License Agreement.

## **9. TERMINATION.**

9.1 The parties may terminate this Data License Agreement at any time where they mutually agree to do so. The parties agree that they will evidence such termination in writing and ensure that same is signed by an authorized signatory of each party.

9.2 This Data License Agreement may be terminated by Solution Provider by written notice to the End User upon the occurrence of any of the following:

9.3 End-User is in breach of any of the terms contained in this Data License Agreement, and where the breach is remediable further fails to remedy the position within twenty (20) working days of the date of written notification from Solutions Provider of such breach;

9.4 End-User is unable to pay its debts as they fall due or otherwise becomes insolvent, or if a receiver or an administrative receiver is appointed over any or all of the assets of End-User, or if any arrangement, compromise or composition of End-User's debts is proposed or made by End-User, or if End-User enters or is entered into any proceedings for administration or liquidation or otherwise becomes subject to dissolution proceedings, or if any analogous event occurs in any other jurisdiction in which End-User carries out its business;

9.5 expiration or earlier termination of the Solution Provider License Agreement or Term applicable to the Data licensed to End User under the Data Supply Order Form, or

9.6 expiration or termination of the agreement between Solution Provider and its licensor for the subject Data.

9.7 Upon expiration or termination of this Data License Agreement, End User shall (i) return to Solutions Provider all copies of the licensed Data and all supporting documentation supplied to it; or permanently delete or destroy all copies of the licensed Data and all supporting documentation supplied to it, which, in each case, it is reasonably able to destroy or delete, and confirm in writing to the Solutions Provider that this has been done.

9.8 Termination of this Data License Agreement shall not prejudice or affect the right of Solution Provider to recover from End User the amount of any fees outstanding at the date of termination nor any other right whatsoever of either party which may have accrued at that date or which may accrue thereafter.

**10. GOVERNING LAW.** This Data License 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 the laws of Australia without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods, which is explicitly excluded. You agree that all disputes will be submitted for resolution to the courts of England and Wales and expressly agree to subject to the jurisdiction and to venue in such courts.

**11. MISCELLANEOUS.** Except as expressly provided herein, this Data License Agreement constitutes the entire agreement between the parties with respect to the Data and supersedes all prior oral or written proposals, representation, warranties, and agreements. This Data License Agreement may not be altered except by a written amendment signed by authorized representatives of Solution Provider and End-User. Should any provision of this Data License Agreement be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect. End-User shall not assign any of its rights or obligations under this Data License Agreement or otherwise transfer this Data License Agreement or any part of it (including any License) without the prior written consent of Solutions Provider.