

## **END USER – DATA LICENSE AGREEMENT**

(Royal Mail - United Kingdom 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 postal data sourced from the Royal Mail which may be supplied by Solution Provider to you for use solely with the Solution Provider's **Trillium Software System®** suite of products 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**

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

**"Address"** refers to an address to which mail can be delivered.

**"Bureau Customer"** means a customer of End User receiving a Bureau Service provided through use of the Solution by End User as expressly permitted under a Data Supply Order Form.

**"Bureau Customer Database"** means a database of End User's Bureau Customer(s) as defined in a Data Supply Order Form permitting Bureau Services usage of the Solution by End User.

**"Bureau Services"** means, if Bureau Services Usage is applicable, an End User providing a service utilizing the Solution in order to perform Database Cleansing of its Bureau Customer's Database and the supply of the resulting Cleansed Bureau Customer Database back to the relevant Bureau Customer.

**"Cleansed Customer Database"** means a Customer Database of End User, or as applicable a Bureau Service Customer, upon which Database Cleansing (or any element thereof) has been performed through use of the Solution by End User or Solution Provider in the provision of Solution Services to End User.

**"Cleansed End User Database"** means the database of the End User or its Bureau Customer, if Bureau Services Usage is applicable, upon which Database Cleansing (or any element thereof) has been performed through End User's use of the Solution.

**"Closed User Group"** is defined in Appendix 2 to this Data License Agreement.

**"Confidential Information"** means any information of a confidential nature whether or not marked as confidential, relating to the business of a Party;

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

**"Data"** means the databases known as PAF® Data 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

Data License Agreement as such Data supplied or contained in any product, service or solution supplied by the Solutions Provider pursuant to a Data Supply Order Form;

**“Database Cleansing”** means the processing of existing data records using PAF® Data:

- (a) including validating, reformatting, correcting or appending additional data to those records, and
- (b) including the use of PAF® Data within address capture applications, but
- (c) not including Data Extraction (whether carried out by an address capture application or otherwise),

and **Cleansed** shall be read accordingly

**“Data Extraction”** the extraction of PAF® Data or any part of it for the generation of new address records in a new or existing database.

**“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;

**“Effective Date”** shall have the meaning attributed to it on the applicable Data Supply Order Form agreed by the parties pursuant to the Solution Provider License Agreement.

**“End User”** shall mean the single legal entity entering into this Data License Agreement with the Solutions Provider;

**“End User Customer Database”** means a database of End User.

**“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;

**“Extracted Data”** means data generated as a result of Data Extraction.

**“Force Majeure”** shall have the meaning given in Clause 10;

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

**“License Fees”** means the fees payable by the End User to Solution Provider for the permitted use of the Data by the End User as outlined in the applicable Data Supply Order Form;

**“License Agreement”** means the terms comprising body of this End User Data License Agreement together with its referenced Appendices;

**“Multiple User Block”** means usage of the Data by the number of End User's licensed Users per the terms of the applicable Data Supply Order Form.

**“Organisation Use”** means unlimited usage of the Solution and Data, as expressly set forth in the applicable Data Supply Order Form, by End User's organisation.

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**"PAF® Data"** means Royal Mail's database, or any part of it, known as PAF® and including the database known as the "Alias File"

**"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;

**"Royal Mail"** means Royal Mail Group Limited, acting by its Address Management Unit;

**"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 Trillium Software, Inc. including its affiliates and subsidiaries who are 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;

**"Solutions Provider License Agreement"** means the agreement between the Solution Provider and the 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, if any, agreed between Solutions Provider and End User for the licensing of the Data per the terms of the applicable Data Supply Order Form.

**"Transaction"** means, in response to a query relating to any part of the Data, the verification of that query or the return of data of up to the Maximum Data Return set forth in the Data Supply Order Form:

- (a) whether the whole or part of address records are returned
- (b) including any further searches within such returned data, which shall not be considered a further "Transaction" provided that no additional data is returned, and
- (c) not including returns of data in excess of 100 address records (if permitted by the Solution licensed), which shall be considered as further "Transactions" by reference to the number of address records returned in hundred multiples.

**"Transaction Management System"** means the Solution Provider's Transaction Management System used to deliver a Cleansed Database to End User.

**"User"** means an individual authorized by End User to use the Solution as permitted under the applicable Data Supply Order Form and the terms of this Data License Agreement.

**"Website"** means a website, application or other remotely-enabled means of communicating with end user customers for products and services made generally available to such customers.

**"Website Use"** is defined in Appendix 3 to this Data License Agreement.

**"Working Day"** means Monday to Friday excluding public holiday recognized by Solution Provider;

**"Year"** means the period of twelve (12) months commencing on the Effective Date in the applicable Data Supply Order Form and each successive twelve-month period.

- 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.

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- 1.3 Words following words such as "includes", "including" and "in particular" are read without limitation, and references to a person are to any natural or legal person whether incorporated or not.
- 1.4 Clause headings are for ease of reference only and do not affect the construction of this Data License Agreement.
- 1.5 Any references in this Data License 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. LICENSE

- 2.1 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

### 3.1 Conditions of Use

- 3.1.1 The End User shall use the Data for its own internal use only.
- 3.1.2 End User may use Data for Data Extraction but Extracted Data:
  - (i) may only be accessed by End User's licensed Users, and
  - (ii) must not be supplied or any access to it provided to any third party
- 3.1.3 End Users may provide Cleansed Database to third parties provided that:
  - (i) where that supply is a Bureau Service (if expressly permitted under the Data Supply Order Form), the End User and the Bureau Customers comply with the restrictions defined in Appendix 1 to this Data License Agreement, and
  - (ii) if such databases are Substantially All Databases:
    - (A) such databases are not represented or held out as a master, original or comprehensive address database or other similar description,
    - (B) the access is provided in the course of the End User's normal data supply or routine business activities and is not carried on as a business in its own right, and
    - (C) the provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF® Data.
- 3.1.4 End Users must not permit access to, display or communicate to the public any solutions, except for the purposes of capturing or confirming address details of third parties.
- 3.1.5 End User must ensure that:
  - (a) the terms of this Data License Agreement bind their Users
  - (b) only their Users exercise the use rights of the Solution and Data granted to End User as permitted under the Data Supply Order Form
  - (c) in the event of termination or expiry of End User's rights to use the Solution and the Data, the rights of Users to use them also terminate.

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- 3.1.6 Except as is expressly permitted by the terms of this Data License Agreement or in the Solution Provider License Agreement, the End User shall **not**:
- 3.1.6.1 use any of the Data to create a product or service distributed or sold to any third party which relies on any use of the Data, including copying, looking up or enquiring, publishing, searching, analyzing; modifying and reformatting
  - 3.1.6.2 copy or reproduce extract, publish or reutilise or publish, the whole or any part of, the Data other than expressly permitted herein; or
  - 3.1.6.3 transfer, assign, sell, license, disseminate or in any way part with possession of the whole or any part of the Data to any third party.
  - 3.1.6.4 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.
- 3.1.7 For the avoidance of doubt, Bureau Service use, Closed User Group use, Organisational use and/or Website Use rights are prohibited unless the parties have entered into a Data Supply Order Form expressly granting any such usage(s). In the event a Data Supply Order Form permits any of the usages listed in this Section 3.1.7, such usage shall comply with the terms of this Data License Agreement including its referenced appendices as applicable.
- 3.1.8 End User must not make copies of the Data except as permitted by this Data Licensing Agreement or as reasonably necessary for back-up, security, business continuity and system testing purposes.

## 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 Data License Agreement. The End User agrees that it shall:
- 3.2.1.1 implement appropriate technical and organizational measures to protect personal data within the Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized 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 Data License Agreement, it intends to make any transfers of personal data within the Data which are not European

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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 information technology services to End User; or

3.3.1.2 acting on behalf of the End User;

in each case, only using the Data for the End User's own business purposes and not those of the sub-contractor and provided that each such subcontractor agrees to observe the restrictions on use of the Data as contained in this Data License Agreement and that End User is responsible for any breaches of those terms by such subcontractor.

## 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 Data License 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 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. This includes, on reasonable prior notice, granting access to relevant premises during working hours to inspect relevant accounts and records for verifying compliance with the terms of this Data License Agreement, and a right to copy any such records for that purpose. 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 Data License Agreement.

4.2 The End User shall comply with all laws and regulations applicable to its use of the Data.

## 5. FEES

5.1 End User shall pay to Solution Provider the License Fees as stated in the applicable Data Supply Order Form(s).

5.2 The End User acknowledges that it has made all reasonable efforts to ascertain if it is a Corporate Licensee of the Royal Mail 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 Royal Mail Corporate License Website. Should at any time End User determines it is a Corporate Licensee, End User acknowledges and agrees that no refunds or credits shall be due or owing to End User under this Data License Agreement or the Solutions Provider License Agreement.

## 6. LIABILITY

6.1 The Data and any accompanying written materials are provided to End User on an "as is" basis and Solution Provider and its supplier the Royal Mail do 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 Data License Agreement or its termination, except to the extent that such liability may not be lawfully excluded.

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- 6.2 End User acknowledges that the 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 under this Data License Agreement.
- 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 Data License 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 Data License Agreement. This Data License 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 or the Solution.
- 7.2 Royal Mail reserves all its Intellectual Property Rights in the Data and reserves its rights under this Data License 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 Data License 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 Data License 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 License Agreement does not grant to the End User any right to use any of the trade marks, service marks, business names or logos of Royal Mail.
- 7.5 The provisions of this Clause 7 shall continue to operate after the termination of this Data License Agreement.

## **8. TERMINATION.**

- 8.1 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.
- 8.2 This Agreement may be terminated by Solution Provider by written notice to the End User upon the occurrence of any of the following:
  - 8.2.1 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;
  - 8.2.2 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

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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;

- 8.2.3 End User discloses any information relating to the business of Solution provider or its supplier the Royal Mail where such was specified by Solution Provider as being confidential or would be defined in this Data License Agreement as being Confidential Information;
- 8.2.4 The expiry or earlier termination of the Solution Provider License Agreement or the agreement between Solution Provider and its supplier the Royal Mail.
- 8.3 Upon expiry or termination of this End User Agreement, End User shall (i) return to the Solutions Provider all copies of the Data (and any part of such Data) and all supporting documentation supplied to it; or permanently delete or destroy all copies of the Data (and any part of such 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;
- 8.4 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.

## 9. ASSIGNMENT

- 9.1 The 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 the Solutions Provider.

## 10 FORCE MAJEURE.

- 10.1 Except in relation to End User's obligation to pay the License Fees, neither party shall be liable for any delay or failure to perform any of its obligations under this Agreement or the Solution Provider License Agreement if such failure is due to industrial action or any circumstances beyond its reasonable control, including but not limited to inability to obtain the information or materials necessary to carry out its obligations under this Data License Agreement ("**Force Majeure Event**"). The party affected by the Force Majeure Event shall be under a duty to mitigate the affects of that Force Majeure Event, shall continue to perform its obligations to the extent reasonably possible and shall promptly resume performance of all its obligations once the Force Majeure Event has ended.

## 11. INDEMNIFICATION.

- 11.1 End User will indemnify, defend and hold harmless Solution Provider and the Royal Mail 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.

## 12. GENERAL

- 12.1 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 English law. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the English courts.
- 12.2 The provisions of this Clause 12 shall continue to operate after any expiry or termination of this Data License Agreement.
- 12.3 No person who is not a party to this Data License Agreement (including any employee, officer, agent, representative or subcontractor of End User) shall have the right (whether under the



Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Data License Agreement which expressly or by implication confers a benefit on that person without the express prior written agreement in writing of the parties, which agreement must refer to this Clause 12, save that members of the Royal Mail shall be entitled to enforce Clauses which are expressly or indirectly for their benefit.

- 12.4 Notwithstanding anything contained in this Data License Agreement to the contrary, Solution Provider or Royal Mail may change the terms of this Data Licence Agreement (including changing the Licence Fees in the Data Supply Order Form) upon giving End User a minimum of three (3) months' prior notice, provided such change is the result of a change to the licensing agreement between Solution Provider and the Royal Mail or if the change is necessary to comply with the law.

### **13. ENTIRE AGREEMENT.**

- 13.1 Except as expressly provided herein, this Data License Agreement and the referenced Appendices constitutes the entire understanding between Solution Provider and End User 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.

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## APPENDIX 1 TO DATA LICENSE AGREEMENT

### Bureau Services

1. End Users receiving or exercising a license to perform Bureau Services further to this Appendix are subject to the terms and restrictions set out below and must ensure that they are observed by Bureau Customers.
2. End Users must not supply or provide access to a Cleansed Customer Database to any person other than the relevant Bureau Customer.
3. End Users may only supply or provide access to Cleansed Customer Databases to Bureau Customers subject to the restriction on use of Cleansed data set out in section 3.1.3 of this Data Licensing Agreement.
4. The End User and a Bureau Customer may use the following statement on its publicity and marketing material: "[Name] processes databases against Royal Mail's PAF® databases" provided that such use is reasonable.
5. The names of End User's Bureau Customers must be provided to Solution Provider and/or Royal Mail on request.
6. The End User acknowledges that Licence Fees are payable in respect of Bureau Services by selecting at the start of a licence fee year of a Bureau Service the number of records in End User's Bureau Customer Database as set forth in the applicable Data Supply Order Form.

## APPENDIX 2 TO DATA LICENSE AGREEMENT

**Closed User Groups.** In this Schedule the following terms have the following meanings:

<b>Associate</b>	a person who markets or distributes products or services supplied under a common identity and business method, subject to a written agreement providing for the operation of that identity and method to specified standards and the provision of know-how, technical or business support
<b>Broker</b>	a broker or agent for the sale of (or other distributor of) products or services for one or more originating suppliers (all of which operate in the same industry)
<b>Business Partner</b>	a person who in the course of business acts either as an Associate, a Broker or a Delivery Service User
<b>Closed User Group</b>	an End User's network of businesses comprising that End User and not less than 10 Business Partners all of a single type
<b>Closed User Group Rights</b>	the rights of use of PAF® Data described in this Schedule
<b>Delivery Service User</b>	a customer of an End User for delivery services relating to mail, packages or products
<b>Group Member</b>	an End User or a Business Partner who are members of a Closed User Group
<b>Group Owner</b>	the End User promoting a Closed User Group
<b>Group Purpose</b>	the purpose for which a Closed User Group carries on its business through (as the case may be) Associates, Brokers or Delivery Service Users

1. The End User shall be required to notify Royal Mail and the Solutions Provider of the relevant Group Purpose and the membership of Closed User Groups if requested by Royal Mail.
2. In respect of Closed User Groups the End User must ensure that PAF® Data is not used:
  - 2.1 by any person other than a Group Member, except as this Schedule expressly permits, and
  - 2.2 in an electronic communications network except where that network is controlled by the Group Owner and subject to technical and security restrictions preventing access to it by persons who are not Group Members.
3. The End User must ensure that Royal Mail or its authorised agents is granted a right of entry on reasonable prior notice during working hours to the premises of Closed User Group Owners and each member of the relevant Closed User Group for the purposes of inspection of such premises and the systems, accounts and records maintained there for the purpose of monitoring compliance by such persons with the terms of this Schedule.
4. The End User Terms apply to use of PAF® Data by Group Owners and Group Members subject to and as varied by the following use restrictions:
  - 4.1 Data Extraction is not permitted,
  - 4.2 the provision of access to Solutions for the purposes of capturing and confirming address details of third parties is permitted provided that:
    - 4.3.1 such use is for the Group Purpose, and
    - 4.3.2 such third parties are customers or potential customers of the relevant Business Partner.
  - 4.4 Royalty fees are payable in respect of each Closed User Group.

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## APPENDIX 3 TO DATA LICENSE AGREEMENT

### Website Use terms:

- a) The licence fee for Website Use ("Website Use License Fee") of the Solution as may be set forth in a Data Supply Order Form will serve to authorise use of the Solution with a single End User's Website only and does not authorise use of the Solution by an End User's own employees, agents or contractors unless they are
  - (i) acting in a personal capacity, or
  - (ii) responsible for technical maintenance and support of the Website and using the Solution for those purposes only.
- b) If an End User's transactions enabled by Website Use (**Website Transactions**) are estimated to exceed the "**High Use Threshold**" of 10 million Transactions in the year for which End User has paid a Web Use license fee, an additional fee (the **High Use Licence Fee**) will automatically apply for that year without any pro-ration.
- c) At any time in the relevant Website Use Licence Fee year the End User's Website Transactions exceed the High Use Threshold, the High Use Licence Fee will automatically become due and payable by End User.
- d) High Use Licence Fees do not apply in the event an End User has purchased an Organisational license.