

CACI END USER TERMS

CACI End User Agreement

1. Definitions

"CACI" means CACI Limited whose registered office is at CACI House, Kensington Village, Avonmore Road, London W14 8TS.

CACI Dataset means:

- Ocean (database of individuals living in the United Kingdom with an entry in that database for each of those individuals containing that individual's name and address and the Lifestyles UK and PeopleUK variables that apply to that individual).
- ACORN
- Financial ACORN
- Paycheck

"Cleansed Client Database" means one of the Customer's databases when cleaned with data from the Packaged CACI Dataset.

"Customer" means the legal entity that wishes to purchase a licence to use (i) a Packaged CACI Dataset to produce a Product and/or (ii) a Product.

"Commercial Communication" means any material used for direct marketing purposes including without limitation material relating to sales promotion and/or fundraising and all advertising, whether it contains an offer for goods or services or an invitation to treat.

"Enhanced Client Database" means one of the Customer's databases when enhanced with data from the Packaged CACI Dataset.

"Licence" has the meaning given to it in Clause 2 below.

"List" means any list of customer names and addresses derived from the Packaged CACI Datasets.

"Purchase Order" means the order form that shall include the details of the Packaged CACI Dataset and/or Product that the Customer wishes to license from the Referral Agent.

"Services Agreement" means the Software and Data End User Licence Agreement between the Referral Agent and the Customer pursuant to which the Customer is granted a Licence.

"Specified Data" means a Specified Packaged CACI Dataset and/or a Specified Product, as indicated on the Purchase Order.

"Specified Packaged CACI Dataset" means any CACI Dataset or data derived from any CACI Dataset when loaded into the Software, where any such CACI Dataset or data is specified in the Purchase Order.

"Specified Product" means a List, an Enhanced End User Database, a Cleansed End User Database and/or a Profile, whichever is applicable, where any such List, Enhanced Client Database, Cleansed Client Database and/or Profile is listed in the Purchase Order or is produced using the Specified Packaged CACI Dataset.

"Profile" means a profile of the individuals listed in any of the Client's databases indicating the percentage of those individuals falling within each of the classifications within any Packaged CACI Dataset.

"Referral Agent" means Data Discoveries Limited of 16, Timber Bush, Leith, Edinburgh, EH6 6QH.

2. Licence Grant.

Pursuant to Clause 2.1 of the Services Agreement between the Referral Agent and the Customer, the Customer is granted a nonexclusive, non-transferable licence

("Licence") to use (i) the Specified Packaged CACI Dataset to produce a Product and/or (ii) the Specified Product (as applicable) in accordance with the terms of the Services Agreement and subject to the restrictions set forth below. Pursuant to

Clause 3.3 of the Services Agreement, the Customer agrees to comply with these restrictions.

3. Licence Restrictions

3.1 Notwithstanding any other provision in the Services Agreement, the Customer shall use the Specified Data only for its own internal purposes and shall not include the Specified Data in any product or service that it provides or sells. Subject to Clause

3.2 below, the Customer shall not (i) publish or display for public viewing the Specified Data or any part thereof, (ii) allow any third party access to the Specified Data or any part thereof, or (iii) permit any third party to use, or use for the benefit of any third party, the Specified Data or any part thereof for any purpose and whether as a bureau or in order to provide services to such third party.

3.2 Notwithstanding the foregoing the Customer may allow its employees and contractors to use the Specified Data on behalf of the Customer, provided that the Customer ensures that (i) any such use is subject to the same restrictions as those that apply to the Customer's use of the Specified Data and (ii) those of the Customer's employees and contractors permitted to use the Specified Data are under a contractual obligation of confidentiality consistent with the confidentiality provisions of this Agreement.

3.3 All proprietary notices incorporated in or marked on the Specified Packaged CACI Dataset must be reproduced by the Customer on the Specified Product produced using the Specified Packaged CACI Dataset. In addition all proprietary notices incorporated in or marked on the Specified Data must be reproduced by the Customer respectively of every copy of the Specified Data, and any part thereof, and shall not be altered, removed or obliterated.

3.4 During the term of the Services Agreement, the Customer may merge elements of any Specified Data with other of the Customer's databases provided always that the merged elements shall nevertheless remain subject to the provisions of this Agreement in the same manner as the Product.

3.5 The Customer may segment its customer name and address lists using the Specified Data, but the resulting segmented name and address lists shall contain implicit information and value derived from the Specified Data and use of those segmented name and address lists shall be subject to the provisions of this Agreement in the same manner as the Specified Data.

4. Additional Licence Restrictions and data protection obligations that apply if the Specified Data contains names and Addresses

If the Specified Data contains names and addresses and any other personal data, as that term is defined in the Data Protection Act 1998 ("Personal Data"):

4.1 the Customer may use the Personal Data for the following purposes only and on no more than one occasion:

- as a direct marketing file for mailing purposes;
- to validate and clean names and addresses in a marketing database;
- for market research purposes in relation to marketing; and
- to carry out fast key exercises (i.e. key in someone's name and postcode to access that person's full address) in relation to a marketing database;

4.3 the Customer shall not use the Specified Data for any of the following purposes: fraud identification and monitoring, television licensing, debt collection purposes, credit checking, police use, door to door sales and marketing, or any purpose similar to any of the foregoing;

4.4 the Customer shall only be entitled to use the Specified Data after the six (6) month period immediately following the delivery of the Specified Data to the Customer ("Relevant Period") if (i) the Customer has undertaken and continues to undertake regular cleaning of the Personal Data, and makes and continues to make all necessary suppressions from the Personal Data, as required by the Data Protection Act 1998 ("the Act") and in particular, where the Personal Data includes telephone numbers, the Customer has ensured that the Personal Data is cleaned against the most recent TPS file no more than 28 days before using it and (ii) the Customer has otherwise complied with, and continues to comply with, the Data Protection Act 1998 and the Direct Marketing Code of Practice, with regards to the maintenance and use of the Personal Data;

4.5 the Customer undertakes not to send to any individual whose contact details are included in the Personal Data any Commercial Communication that (i) is incorrect, misleading or misrepresentative of the truth, (ii) contravenes any codes of practice regarding advertising and sales promotion, (iii) is defamatory, obscene, pornographic, inflammatory, political, racist, sexist, indecent or contains religious material seeking to convert, (iii) contravenes any legislation or (iv) contains anything which infringes or is alleged to infringe the intellectual property rights of a third party; and

4.6 the Customer may be requested to supply two (2) samples of the Commercial Communication to the Referral Agent that it intends on using to market products and/or services to individuals whose contact details are included in the Personal Data.

4.7 subject to Clause 4.8 below, if the Referral Agent supplies the Customer with an updated version of the Specified Data ("Updated Version"), the Customer shall be entitled to start using the Updated Version at any time from the date that it is delivered to it.

4.8 the Customer shall cease using the version of the Specified Data supplied prior to the Updated Version ("Previous Version") within nine (9) months after the date that the Updated Version is delivered to it.

4.9 Upon ceasing to use the Previous Version: • the Customer shall destroy or return to the Referral Agent (as directed by the Referral Agent) all copies of the Previous Version in its possession or under its control, and• the Customer shall delete all data derived from the Previous Version from mailing lists maintained by or for it.

4.10 The Customer warrants to the Referral Agent that it: (i) shall notify the Referral Agent of any request received to suppress a deceased name or disputed data from the Personal Data within five (5) days after receiving any such request;

(ii) shall notify the Referral Agent of any request for access, correction or deletion of inaccurate Personal Data within five (5) days after receiving any such request; and

(iii) shall notify the Referral Agent promptly in the event of any Commercial Communication being returned "gone-away" or "undeliverable" and identify for the Referral Agent the name and address of the individual to whom that Commercial Communication was sent.

5. Warranties and limitation of liability

The following provisions shall apply in addition to those set forth in Clause 6 of the Services Agreement:

5.1 The Customer acknowledges that any classifications in the Specified Data reflect statistical probabilities only and as such no warranty can be given as to their accuracy and no guarantee can be given as to any particular outcome arising from use of the CACI Data.

5.2 The Customer acknowledges that the accuracy of any personal data included in any Specified Data, in particular as a result of individuals no longer residing at a particular address, will deteriorate over time and that it is therefore important that the Customer complies with the Data Protection Act 1998 and the Direct Marketing Code of Practice, with regards to the maintenance and use of the Personal Data.

5.3 Nothing in this Agreement shall exclude or in any way limit either party's liability for fraud.

6. Term and Termination

The following provision shall apply in addition to those set forth in Clause 8 of the Services Agreement:

The Referral Agent may terminate this Agreement upon written notice to the Customer where, as a result of a change in the ownership of the Customer that has taken place or is about to take place, the Customer is owned or partly owned by a competitor of CACI or the Referral Agent.

7. Entire Agreement

The Services Agreement (including all Schedules thereto) supersedes all previous and contemporaneous agreements and understandings including the terms in any purchase order issued by the Customer and constitutes the entire understanding between the parties concerning the subject matter of the Services Agreement. However this provision shall not operate to limit or exclude any liability for fraud. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that the Customer may use in connection with the licensing of the Specified Data will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, the Services Agreement, regardless of any failure of the Referral Agent to object to such terms, provisions, or conditions. The Services Agreement may not be amended except in writing signed by duly authorised representatives of each party.