

## **MORTASCREEN END USER TERMS**

MORTASCREEN SUPPLEMENTARY SUB-LICENCE AGREEMENT comprising the Particulars and the Terms overleaf ("Agreement")

("PARTICULARS")

Millennium ADMP Plc whose registered office is at Windhill Manor, Leeds Road, SHIPLEY, BD18 1BP. ("Millennium")

Data Discoveries Limited whose registered office is 16 Timber Bush, Edinburgh, EH6 6QH. The 'Solutions' product launched by Data Discoveries. ("Sub-Licensee")

A software database, comprising details of deceased individuals and corresponding addresses, to be made available together with any update files ("Monthly Updates"). (which together shall be known as the "Mortascreen™ File").

The Mortascreen™ File is structured so as to enable the customers of Data Discoveries (the Sub-Licensee) to run their own sub-routines through its Solutions product, for the purpose of matching and temporarily suppressing or marking a database or mailing list which contains names and addresses. The Mortascreen™ File can only be used for suppressing direct mailings and cannot be used for any other purpose such as: credit screening, fraud prevention or outbound telemarketing suppression/screening. In addition The Mortascreen™ File must not be used to directly target households that have suffered bereavement. It is solely a direct mail suppression product. ("the Purpose")

When the Mortascreen™ File is utilised in conjunction with the Purpose, the Supplementary Sub-Licensee shall have the benefit of any resulting data generated and, the facility to:

- (i) match, temporarily suppress (and remove) from the mailing list(s), those records relating to deceased individuals ("Suppressed Records").
- (ii) match, temporarily mark (but without removing) from any database(s), those records relating to deceased individuals ("Flagged Records").(which together shall be known as the "Processed Data")

The terms and conditions of this Supplementary Sub-Licence Agreement, supersede all previous agreements and undertakings. These terms and conditions cannot be changed except by amendment in writing, being signed by the duly authorised representatives of each party.

("TERMS")

### 1. Obligations of Millennium

1.1 Millennium gives the limited warranty that the Mortascreen™ File is accurate and up to date.

### 2. Limitation of Liability

2.1 To the extent that Millennium is in breach of Clause 1.1, the limited remedy available to the Supplementary Sub-Licensee shall be the correction of the Mortascreen™ File, and where appropriate, the provision of a death certificate or probate return, subject to the payment of a reasonable fee by the Supplementary Sub-Licensee.

2.2 Neither Millennium nor anyone else who has been involved in the creation, production or delivery of the Mortascreen™ File, shall be liable for any direct, indirect, consequential or incidental damages, including damages for loss of business profits, business interruption, loss of business information, and the like arising out of the use or inability to use such product even if Millennium has been advised of the possibility of such damages.

2.3 If any exclusion, disclaimer or other provision contained in this Agreement is held invalid for any reason and Millennium becomes liable for loss or damage that could otherwise be limited, such liability, whether in contract, negligence or otherwise, shall be limited to the amount of payments made by the Supplementary Sub-Licensee to Millennium under this agreement in the preceding 3 months or £10,000 whichever is the greater.

2.4 Millennium does not exclude or limit liability for death or personal injury resulting from an act or negligence of Millennium.

### 3. Acceptance

3.1 The Supplementary Sub-Licensee shall be deemed to have accepted the Mortascreen™ File to its complete satisfaction, unless Millennium receives a written claim before the 14th day after the Commencement Date.

- 3.2 Any such notice must identify any material defects or faults with the Mortascreen™ File. Millennium shall then be afforded the reasonable opportunity of rectifying any fault.
4. Intellectual Property
  - 4.1 The parties agree that Millennium is exclusively authorised to supply the Mortascreen™ File under licence from SMEE and Ford Limited ("the Licensor").
  - 4.2 All copyright, trademarks, database rights and all other intellectual property rights ("IPR") subsisting in the Mortascreen™ File, Processed Data, or any material provided or created pursuant to its application or use, shall remain the property of the Licensor.
5. Licence
  - 5.1 Millennium grants to the Supplementary Sub-Licensee a personal non-exclusive sub-licence to utilise the Mortascreen™ File and any Processed Data arising through its use, for the sole Purpose specified overleaf ("Sub-Licence").
6. Restrictions
  - 6.1 Save as expressly provided by this Agreement, the Supplementary Sub-Licensee shall not be entitled:
    - 6.1.1 to assign, sell, sub-licence or otherwise dispose of the benefit of the Sub-Licence, the Mortascreen™ File itself, or any Processed Data, whether in whole or in part;
    - 6.1.2 to use any part of the Mortascreen™ File or Processed Data for any purpose other than for the Purpose (i.e. other than for the suppression of names on any database or lists of the Supplementary Sub-Licensee to prevent direct mail;
    - 6.1.3 to copy or modify the Mortascreen™ File or Processed Data or create a derivative work based on the Processed Data;
    - 6.1.4 to any proprietary rights of any kind in respect of the Mortascreen™ File or Processed Data;
    - 6.1.5 to make the Mortascreen™ File or Processed Data available to any third party, including a parent, subsidiary or associated company of the Supplementary Sub-Licensee;
    - 6.1.6 to utilise the "Mortascreen™" trademark or trade name in anyway whatsoever without the express written permission of the Licensor.
7. Data Protection Act 1998
  - 7.1 Millennium warrants that it has complied with and shall continue to comply with the provisions of the Data Protection Act 1998 and the supply of the Mortascreen™ File to the Supplementary Sub-Licensee shall not in itself put either Millennium or the Supplementary Sub-Licensee in breach of the terms of the Data Protection Act 1998.
8. Confidentiality
  - 8.1 The Supplementary Sub-Licensee acknowledges that all information provided by Millennium is strictly confidential and will only disclose such information only in accordance with the provisions of this Agreement. Should the Supplementary Sub-Licensee disclose such information to an unauthorised third party, then the Agreement will be terminated and Millennium will take steps to recover compensation for any direct, indirect, consequential or incidental damages (including damages for loss of business profits, business interruption), and loss of business information.
9. General
  - 9.1 Millennium shall be entitled to freely assign any rights, benefits or burdens arising under this Agreement, without the written consent of the Supplementary Sub-Licensee.
  - 9.2 This agreement shall be interpreted in accordance with English Law and both the Supplementary Sub-Licensee and Millennium hereby submit themselves to the jurisdiction of the English Court;
  - 9.3 For the avoidance of doubt, the Supplementary Sub-Licensee shall be solely liable to pay any and all fees under this Agreement to the Sub-Licensee: Data Discoveries.