

SCHEDULE 6 - TERMS COMPRISING PART OF THE ROYAL MAIL TERMS

1. DEFINITIONS

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

“Cleansed Customer Database” means a Customer Database upon which Database Cleansing (or any element thereof) has been performed by the End-User;

“Cleansed End-User Database” means the End-User Database upon which Database Cleansing (or any element thereof) has been performed by the End-User;

“Confidential Information” means any information of a confidential or proprietary nature (irrespective of the form of presentation or communication including, but not limited to, computer software, databases and data, physical objects and samples) relating to the business, operations, customers, processes, budgets, product information, know-how and strategies of either party or Royal Mail;

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

“Corporate Licensee” means a legal entity which is licensed to use PAF® pursuant to an agreement with Royal Mail known as the **“Corporate Group Licence Agreement”**;

“Created Data” means any data added to an End-User Database or to a Customer Database or to create a new database where previously there was none, as a result of the carrying out of Data Creation;

“Customer Database” means an End-User Customer’s electronic compilation of records, database or mailing list, which existed prior to any Database Cleansing being carried out pursuant to this Licence Agreement in respect of the same;

“Data” means the databases known as PAF® 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 Licence Agreement as supplied or contained in any product, service or solution supplied by the Solutions Provider;

“Data Creation” means the use of the Data, whether incorporated in a Solution or otherwise, to create a new Record or Records by:

- (i) add any PAF® Record or PAF® Records; and/or
- (ii) add any PAF® Record Element or PAF® Record Elements;

in each case, to an End-User Database or to a Customer Database or to create a new database where previously there was none;

“Data Supply Medium” means the format on or method by which the Data is supplied or made available to the End-User;

“Database Cleansing” means any activity which involves the processing of an End-User Database or Customer Database using the Data and includes:

(i) the verification of an existing Record in the End-User Database or Customer Database as being the same as the entry on the Data;

(ii) the amendment of an existing Record in the End-User Database or Customer 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 or Customer Database into a “PAF® format”;

(iv) the flagging or marking of an existing Record in the End-User Database or Customer 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 or Customer Database; and/or

- (vi) extracting duplicate existing Records in the End-User Database or Customer Database;

but does not include Data Creation;

“Delivery Point” means a complete postal address (business or residential), including a Postcode, to which mail is delivered;

“End-User” shall mean the single legal entity entering into this Licence Agreement with the Solutions Provider;

“End-User Customer” means a customer of the End-User which has entered into a written agreement with the End-User in respect of it carrying out Database Cleansing for that customer;

“End-User Database” means the End-User's electronic compilation of records, database or mailing list which existed prior to any Database Cleansing being carried out pursuant to this Licence Agreement in respect of the same;

“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;

“Extended Use Solution” means a Solution whereby the End-User is permitted to make the Data available to third party users of the End-User's own services for the limited purpose of confirming certain address details for the purposes of the subsequent delivery of such third party user's mail, packages, products or services by the End-User;

“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;

“Licence Agreement” means the terms comprising body of this agreement together with its annexes (if any);

“Load-Balancing Purposes” means the purposes of splitting work, data, software or other materials between multiple computers, network links or other resources in order to optimise resource usage, minimise response time and improve reliability;

“PAF®” means the database, or any part of it, known as the 'Postcode Address File' containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time. **“PAF”** is a registered trade mark of Royal Mail;

“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;

“Postcode” means a single alphanumeric code owned and developed by Royal Mail and allocated by Royal Mail to identify an address or number of addresses;

“Postcode Area” means the area identified by the outward part of the Postcode comprising the first two alphabetic characters;

“Principal Products” shall have the meaning given in clause 1.9 of Part 5 of Schedule 1 to Annex 3;

“Record” means an individual entry in or to be made in a collection of data containing a Delivery Point or details of part of a Delivery Point and which may also contain a business or consumer name;

“Royal Mail” means Royal Mail Group Limited;

“Service Recipient” means a recipient of products or services from the End-User, whether a fee-paying customer or otherwise. For the avoidance of doubt, such recipient must be a third party and not a representative of the End-User itself;

“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 the person 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;

“**Term**” means the period agreed between the Solutions Provider and the End-User;

“**User**” means an individual work station or terminal or hand-held or otherwise portable device internal to the End-User; and

“**Working Day**” means any day which is not a Saturday, Sunday or public holiday in England.

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.

1.3 In the event of any inconsistency or conflict between any provisions of the clauses of the main body of this Licence Agreement and any provision of the annexes, the former shall prevail, but only to the extent of the relevant conflict or inconsistency.

1.4 Clause headings are for ease of reference only and do not affect the construction of this Licence Agreement.

1.5 Any references in this Licence 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. LICENCE

The End-User may use the Data in the Solution as provided to the End-User by the Solutions Provider on a non-exclusive, non-transferable, revocable basis, for the Term (unless terminated earlier), in accordance with the terms of this Licence Agreement.

3. LIMITS ON USE OF THE DATA

3.1 General Limits on Use

3.1.1 The End-User shall use the Data for its own internal use only except as and only to the extent expressly permitted pursuant to this Licence Agreement.

3.1.2 Except as is expressly permitted by the terms of this Licence Agreement, the End-User shall not:

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

3.1.2.2 copy or reproduce (subject to clauses 3.1.3 and 3.1.4), extract, publish or reutilise the whole or any part of the Data;

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

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

3.1.4 The End-User may also make identical copies of the Data supplied to it to the extent reasonably necessary for Load-Balancing Purposes. The End-User shall ensure that such copies are not used for any other purpose and shall notify the Solutions Provider where it does make any such copies.

3.1.5 Except as expressly stated in this Licence Agreement, the End-User shall not:

3.1.5.1 carry out any Data Creation unless it has the prior written consent of the Solutions Provider and then provided only that any such Data Creation is deemed to be a further copy of the Data;

3.1.5.2 subject to the provisions of Schedule 1 to Annex 3, supply or give access to any Created Data or any database or copy of a database (or, in each case, any part thereof) which includes any Created Data.

3.1.6 The End-User is permitted to carry out Database Cleansing only in respect of its own End-User Databases and Customer Databases (and in respect of such Database Cleansing and then the supply of a Cleansed Customer Database to the End-User Customer from which it originated as a Customer Database, this shall be known as “**Bureau Services**”) and not any other databases and provided that:

3.1.6.1 in respect of End-User Databases, it at all times complies with the provisions of clauses

3.1.7 to 3.1.11; and

3.1.6.2 in respect of Customer Databases, it at all times complies with the provisions of Part 6 of Schedule 1 to Annex 3.

3.1.7 The End-User shall only be entitled to use each Cleansed End-User Database for its own internal use and, subject to clauses 3.1.8 to 3.1.10, for supply to third parties.

3.1.8 For the purposes of clauses 3.1.9 and 3.1.10:

3.1.8.1 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 the End-User or End-User Customer;

3.1.8.2 the meaning of “substantially all” can be determined qualitatively or quantitatively and shall be determined in the reasonable opinion of Royal Mail;

3.1.8.3 the expression “normal data supply activities” includes any activities carried out by the End-User as part of or in connection with its 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 further database cleansing by the End-User, or the licensing of any third party by the End-User to reproduce the Cleansed End-User Database or to use it for database cleansing purposes; and

3.1.8.4 any description of a “comprehensive postal address database” includes a description of an address database as comprising all or substantially all the delivery points in the United Kingdom, England, Scotland, Wales or Northern Ireland, or any description of similar meaning or effect.

3.1.9 Any Cleansed End-User Database, which (as a single database or as part of a series of connected databases) comprises all or substantially all the Delivery Points in the United Kingdom or any of England, Scotland, Wales or Northern Ireland, may only be supplied by the End-User to a third party where it all times complies with the provisions of clause 3.1.10.

3.1.10 Any Cleansed End-User Database which (either on its own or as part of series of connected databases) comprises all or substantially all the Delivery Points in the United Kingdom or any of England, Scotland, Wales or Northern Ireland may only be supplied by the End-User to third parties (the “**First Level Third Parties**”), and by such First Level Third Parties to other third parties (the “**Second Level Third Parties**”), provided that:

3.1.10.1 neither the End-User nor any third party shall at any time promote, market, represent or hold out the Cleansed End-User Database as being a “master” comprehensive postal address database or “original” comprehensive postal address database or as being of any similar description;

3.1.10.2 such Cleansed End-User Database shall be supplied by the End-User to a First Level Third Party or by a First Level Third Party to a Second Level Third Party, in each case only as part of its normal data supply activities;

3.1.10.3 any such supply to a Second Level Third Party is subject to a requirement that the Cleansed End-User 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);

3.1.10.4 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 Database or of a substantial part thereof for supply to any other third party and not to make any such supplies; and

3.1.10.5 during the Term and for a period of six (6) years after the date of termination of this Licence Agreement, any supply to any First Level Third Party or Second Level Third Party is subject to a prominent notice stating that the Cleansed End-User Database has been cleansed against Royal Mail’s PAF® being attached and embedded electronically in any soft copy of, and being attached to any hard copy medium

comprising or containing any such Cleansed End-User Database. The provisions of this clause 3.1.10 shall continue to operate after any expiry or termination of this Licence Agreement.

3.1.11 The End-User may include the following statement, provided only that its use is reasonable, on its business stationery and publicity material and provided that such use is not permitted after the date of expiry or termination of this Agreement: “[Name of End-User] processes databases against Royal Mail’s PAF® database.”

3.1.12 During the Term and for a period of three (3) years after the date of termination of this Licence Agreement, the End-User shall, upon request provide within twenty (20) Working Days to the Solutions Provider, the name and contact details of all third parties to whom the Cleansed End-User Database has been supplied. The provisions of this clause 3.1.12 shall continue to operate after any expiry or termination of this Licence Agreement.

3.1.13 The provisions of Schedule 1 to Annex 3 (Advanced Options) shall also apply where the End-User receives or is able to provide Bureau Services.

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 Licence Agreement. The End-User agrees that it shall:

- 3.2.1.1 implement appropriate technical and organisational measures to protect personal data within the Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised 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 Licence Agreement, it intends to make any transfers of personal data within the Data which are not European 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 data storage and/or information technology services to the Solutions Provider; and/or

3.3.1.2 the sub-contractor to otherwise act on behalf of the End-User for the End-User’s own internal business purposes;

and, in each case, only using the Data for the End-User’s own business purposes and not otherwise for the sub-contractor’s own purposes or benefit and only provided that it at all times complies with clause 3.3.2.

3.3.2 The End-User shall ensure that:

3.3.2.1 the Solutions Provider has given its prior written consent to the End-User's use of such sub-contractor within ten (10) Working Days of request and the End-User shall inform the Solutions Provider or Royal Mail (as appropriate) of the name and address of the sub-contractor and such other details as the Solutions Provider and/or Royal Mail may reasonably request; and

3.3.2.2 such sub-contractor has entered into a written agreement with the End-User on terms which reflect the use of the Data permitted pursuant to clause 3.3.2 and which are otherwise no less onerous, and which do not grant more extensive rights, than those contained in this Licence Agreement (the "**Sub-Contractor Agreement**") in relation to the Data and which:

(a) includes termination provisions equivalent, as between End-User and its sub-contractor, to those set out in this Licence Agreement and which provide that the agreement will automatically terminate if this Licence Agreement is terminated or if the End-User otherwise ceases to be licensed to use and/or permit the sub-contractor to use the Data;

(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 this Licence Agreement, including (without limitation) clauses 2 (Licence), 3 (Limitations on Use of the Data by End-Users), 6 (Liability) and 7 (Property Rights in the Data); and

(c) enables Royal Mail to directly enforce all terms relating to the Data by virtue of the Contracts (Rights of Third Parties) Act 1999; and

3.3.2.3 the End-User shall not be relieved of any of its obligations under this Licence Agreement and shall remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own and shall be responsible for all loss or damage (whether direct or indirect or consequential) howsoever arising out of or in connection with such sub-contractor's use of or access to the Data;

3.3.2.4 the End-User promptly provides to Royal Mail copies of such Sub-Contractor Agreements as may be requested by Royal Mail (or the Solutions Provider on behalf of Royal Mail) from time to time.

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 Licence 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 Licence Agreement for the purposes of verifying and monitoring the End-User's compliance with its obligations under this Licence Agreement (the "**Audit**") and shall provide all reasonable cooperation and assistance in relation to the Audit. 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 Licence Agreement.

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

5. FEES

5.1 The End-User acknowledges that it has made all reasonable efforts to ascertain if it is a Corporate Licensee 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 Corporate Licence Website.

6. LIABILITY

6.1 Royal Mail does 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 Licence Agreement or its termination, except to the extent that such liability may not be lawfully excluded.

6.2 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.

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 Licence 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 Licence Agreement. This Licence 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.

7.2 Royal Mail reserves all its Intellectual Property Rights in the Data and reserves its rights under this Licence 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 Licence 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 Licence 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 Licence 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 Licence Agreement.

8. ASSIGNMENT

The End-User shall not assign any of its rights or obligations under this Licence Agreement or otherwise transfer this Licence Agreement or any part of it (including any licence) without the prior written consent of the Solutions Provider.

9. GENERAL

9.1 This Licence 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.

9.2 The provisions of this clause 9 shall continue to operate after any expiry or termination of this Licence Agreement.

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