

Royal Mail End-User Terms & Conditions

ANNEX 3

CONTRACTING WITH THIRD PARTY SOLUTIONS PROVIDERS AND END-USERS

PART 1 – GENERAL PROVISIONS

1. The terms and conditions set out in Part 2, below, comprise part of the Royal Mail Terms, but are not exhaustive as the definition of “**Royal Mail Terms**” also includes such terms and conditions as are necessary for the Solutions Provider to be able to comply with its obligations under this Agreement. The Solutions Provider shall ensure that, to the extent that they are relevant to the Solution being provided, the Royal Mail Terms are included in:
 - 1.1 each End-User Agreement; and
 - 1.2 to the extent required pursuant to this Agreement, each Third Party Solutions Provider Agreement.

Any reference in Part 2 to a “**Solutions Provider**” shall be a reference to whichever of the Solutions Provider or a Third Party Solutions Provider licensed the relevant End-User or Third Party Solutions Provider to use the Data (or part thereof). Any defined terms used in Part 2 shall have the same meaning as set out in Clause 1.1 of the main body of this Agreement except where otherwise specified in clause 1 of Part 2.
2. In addition to the inclusion of the Royal Mail Terms in accordance with paragraph 1, above, the Solutions Provider shall ensure that each End-User Agreement and Third Party Solutions Provider Agreement shall:
 - 2.1 provide for the Solutions Provider to forthwith terminate the Royal Mail Terms in the End-User Agreement and/or Third Party Solutions Provider Agreement (as appropriate) if:
 - 2.1.1 the End-User or Third Party Solutions Provider is in breach of any of the Royal Mail Terms contained in the End-User Agreement or Third Party Solutions Provider Agreement (as appropriate) and where the breach is remediable further fails to remedy the position within twenty (20) Working Days of the date of written notification from the Solutions Provider of such breach;
 - 2.1.2 the Third Party Solutions Provider/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 the Third Party Solutions Provider/End-User, or if any arrangement, compromise or composition of the Third Party Solutions Provider's/End-User's debts is proposed or made by the Third Party Solutions Provider/End-User, or if the Third Party Solutions Provider/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 the Third Party Solutions Provider/End-User carries out its business;
 - 2.1.3 the Third Party Solutions Provider/End-User discloses any information relating to the business of Royal Mail which is specified by Royal Mail as being confidential or would be defined in this Agreement as being Confidential Information;
 - 2.2 provide that, subject to Clause 12 of the main body of this Agreement, the Royal Mail Terms in the Third Party Solutions Provider Agreement/End-User Agreement shall automatically terminate if this Agreement is terminated;
 - 2.3 provide that, subject to Clause 12 of the main body of this Agreement, on the earlier of the termination or expiry of the Royal Mail Terms in the Third Party Solutions Provider Agreement/End-User Agreement the Third Party Solutions Provider/End-User shall within twelve (12) months of such date of termination or expiry either:
 - (i) return to the Solutions Provider or Third Party Solutions Provider (as the case may be) all copies of the Data (and any part of such Data) and all supporting documentation supplied to it; or
 - (ii) 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 or Third Party Solutions Provider (as the case may be) that this has been done;
 - 2.4 enable Royal Mail to directly enforce the Royal Mail Terms by virtue of the Contracts (Rights of Third Parties) Act 1999; and
 - 2.5 in the case of a Third Party Solutions Provider Agreement, provide for Third Party Solutions Providers to acknowledge and agree that the obligations (vis-à-vis End-Users) of, and limitations on use of Data by, the Solutions Provider under this Agreement shall apply to the Third Party Solutions Provider and, in particular (but without limitation), provide for the collection from End-Users and remittance to Solutions Providers of End-User Licence fees for the purpose of enabling the Solutions Provider to fulfil its obligations to Royal Mail hereunder.

PART 2 - 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:

“**Alias**” means the database known as the ‘Alias File’, which contains ‘Locality’, ‘Thoroughfare’, ‘Alias - Delivery Point’ and ‘County Alias’ details;

“**Associate**” means a business that has entered into and operates in accordance with an Associate Contract;

“**Associate Contract**” shall have the meaning given in clause 1.9 of Part 4 of Schedule 1 to Annex 3;

“**Associate Group**” means a network, established or operated by the End-User, of businesses comprising that End-User and a minimum of ten (10) Associates (unless otherwise agreed in writing with the Solutions Provider) each of which has an Associate Contract with that End-User;

“**Associate Group Owner**” means the End-User where it has established or operates an Associate Group;

“**Associate Group Solution**” means a Solution (other than an External Transaction Solution) supplied or to be supplied by the Solutions Provider to the End-User where it is an Associate Group Owner for use by it and Associates participating in its Associate Group to the extent permitted pursuant to this Agreement;

“**Broker**” means a business that has entered into and operates in accordance with a Broker Contract;

“**Broker Contract**” shall have the meaning given in clause 1.10 of Part 5 of Schedule 1 to Annex 3;

“**Broker Group**” means a network, established or operated by the End-User, of businesses comprising the End-User and a minimum of ten (10) Brokers (unless otherwise agreed in writing with Royal Mail) each of which has a Broker Contract with the End-User;

“**Broker Group Owner**” means the End-User where it has established or operates a Broker Group;

“**Broker Group Solution**” means a Solution (other than an External Transaction Solution) supplied or to be supplied by the Solutions Provider to the End-User where it is a Broker Group Owner for use by it and Brokers participating in its Broker Group to the extent permitted pursuant to this Agreement;

“**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/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 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;

“**External Transaction Solution**” means a Solution whereby the End-User operates a publicly available website (or a technical equivalent) which offers products and services to its Service Recipients and which can capture, verify, update or amend an address or postcode entered by a Service Recipient;

“**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;

“**Internal Transaction Solution**” means a Solution whereby the End-User accesses or is able to access the Data for its own internal use by way of Transactions;

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

“**Limited Record Selection**” means an option selected by the End-User which entitles it to access up to a maximum of two hundred thousand (200,000) PAF® Records across a maximum of up to four (4) adjoining Postcode Areas;

“**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;

“**Look Up Solution**” means a Solution whereby the End-User offers a service to its Service Recipients by telephone, mobile telephone, PDA, on the internet or through other technical equivalents which allows a Service Recipient to obtain individual addresses or Postcodes for such Service Recipient’s own personal use;

“**Maximum Data Return**” shall have the meaning given in the definition of “Transaction” in this clause 1;

“**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;

“**Transaction**” means, in response to a query relating to a Delivery Point (or part thereof) and/or the Alias data relating to a Delivery Point, a verification of that query and/or a return of data of up to a maximum of one hundred (100) Delivery Points and the Alias data relating to such returned Delivery Points (“Maximum Data Return”). For the avoidance of doubt:

- (i) data comprising parts (rather than the whole) of Delivery Points may be returned;
- (ii) further searches within the returned data (provided no additional data is returned as part of such search) are not considered to be a further “Transaction”;
- (iii) returns of data in excess of the Maximum Data Return shall be an additional “Transaction” or additional “**Transactions**” (as appropriate depending on the amount of data returned);

“**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 reuse 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[®] and Alias databases."
- 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 access a Solution that is or includes the Look Up Solution, External Transaction Solution, Extended Use Solution, Associate Group Solution or Broker Group Solution or where it wishes 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 Solutions Provider acknowledges that the fees that it is charged by Royal Mail in relation to the Data and its subsequent usage by End-Users are calculated on the same basis as those charged to all solutions providers operating under the same or similar terms. Such fees may be amended by Royal Mail each year. The current fees are, and any varied fees will be, made publicly available by Royal Mail by being published on its publicly available website, which is currently at www.royalmail.com, from time to time. The Solutions Provider acknowledges that it is not under any obligation to Royal Mail to charge certain fees to the End-User.
- 5.2 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.

- 5.3 Where the End-User is required by the Solutions Provider to pay any fees calculated on a Transaction basis (other than where this is an annual fee for unlimited Transactions) in relation to any Data stored by it (rather than by the Solutions Provider for the End-User to remotely access) then it shall ensure that access to that Data is controlled by means of a Transaction Management System. Notwithstanding the foregoing, the End-User shall at all times ensure that the Maximum Data Return is not exceeded in any single Transaction.
- 5.4 Where the End-User has elected to pay any fees for any of the Data calculated on per User basis the applicable fee shall be payable in respect of each User which has the ability to access any of the Data from time to time. The End-User shall not allow any Users in excess of the number that it has notified to the Solutions Provider to access or have the ability to access any of Data.
- 5.5 Where the End-User has elected to only be able to access, and hence pay any fees, for Data for certain Postcode Areas and/or "Limited Record Selection" then it shall ensure that it does not access any Data in excess of that Data so selected.
- 5.6 Where the End-User purchases a block or blocks of Transactions by the Solutions provider, each such block of Transactions shall remain valid for a period of twelve months from the date of supply or the making available of that block. At the end of each such twelve month period any unused Transactions in such block shall be deemed to be expired and, as directed by the Solutions Provider, shall either not be used or shall be charged for as if they were a further block.

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.

SCHEDULE 1 TO ANNEX 3

ADVANCED OPTIONS

PART 1 - LOOK UP SOLUTIONS

Recitals

- (A) Look Up Solutions exist to allow End-Users to make limited amounts of Data available to third parties in order to confirm certain address details in response to enquiries by such third parties.
- (B) Where an End-User wishes to use any such Look Up Solutions it must at all times do so on the terms and conditions consistent with this Part 1 of Schedule 1 to Annex 3.

1. Look Up Solutions: Operative Provisions

- 1.1 Where the End-User provides a Look Up Solution, the End-User shall:
- 1.1.1 at all times have possession and control of the Data and under no circumstances shall the End-User pass the same to any of its Service Recipients or other third party other than as expressly permitted by this Part 1 of Schedule 1 to Annex 3;
- 1.1.2 only offer the Look Up Solution as a look-up service, which enables its Service Recipients to search for an individual address and/or postcode;
- 1.1.3 only provide the information set out in paragraph 1.1.2 above in response to an enquiry submitted by a Service Recipient contacting the End-User;
- 1.1.4 only permit each Service Recipient to submit fifteen (15) enquiries to the look up service each day and shall only provide responses to fifteen (15) such enquiries per day from each Service Recipient; and
- 1.1.5 where it provides the Look Up Solution over the internet it must only offer the Look Up Service on its own publicly available website and not on any third party publicly available website and it must provide its Service Recipients with the "Service Recipient Licence" set out below:
 "You are receiving or have received information which is derived from databases (or parts or extracts thereof) of which Royal Mail is the owner or creator, or otherwise authorised to use (the "Data"). Royal Mail owns, or is licensed, all Intellectual Property Rights which subsist in and/or relate to that Data from time to time. You must not at any time copy, reproduce, publish, sell, let, lend, extract, reutilise or otherwise part with possession or control of or relay or disseminate any part of this information or use it for any purpose other than your own private or internal use. You shall only be entitled to submit a maximum of fifteen (15) enquiries to this look up service per day."

PART 2 - EXTERNAL TRANSACTION SOLUTIONS

Recitals

- (A) External Transaction Solutions exist to allow End-Users to make limited amounts of Data available to third parties in order to confirm certain address details where a product or service is being made available to such third parties via the End-User's publicly available website.
- (B) Where an End-User wishes to use any such External Transaction Solutions it must at all times do so on the terms and conditions consistent with this Part 2 of Schedule 1 to Annex 3.

1. External Transaction Solutions: Operative Provisions

- 1.1 Where the End-User uses an External Transaction Solution, the End-User shall:
- 1.1.1 only use the External Transaction Solution to carry out Transactions for the purpose of capturing, verifying, updating or amending details entered by a Service Recipient or prospective Service Recipient on the End-User's publicly available website and only for the purpose of despatching a product (such purpose may include the provision of the Service Recipient's verified, updated or amended details to a postal or delivery service provider for the purposes of carrying out that despatch) or for the purpose of the provision of a service, in each case that is offered on such publicly available website to the Service Recipient;
- 1.1.2 ensure that the External Transaction Solution is configured in such a way that a request is initiated by a Service Recipient of the End-User via the End-User's publicly available website to verify, update or amend a single address or Postcode entered by that Service Recipient on the End-User's publicly available website. Upon receipt of that request, the External Transaction Solution must respond by returning a correct address or Postcode or confirming that the address inputted is correct;
- 1.1.3 except where it is required by the Solutions Provider to pay only an annual fee rather than fees on a per Transaction basis, monitor the number of Transactions performed and report this accurately to the Solutions Provider;
- 1.1.4 not use the Data, or any part of it, as contained in the External Transaction Solution elsewhere in its organisation or for any purpose other than to operate the External Transaction Solution.

- 1.2 The End-User shall not use the External Transaction Solution for any other purpose other than as permitted in paragraph 1.1 and shall not pass on any part of the Data obtained as a result of using the External Transaction Solution to any third party unless expressly permitted in accordance with this Licence Agreement.

PART 3 – EXTENDED USE SOLUTIONS

Recitals

- (A) Extended Use Solutions exist to allow End-Users 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.
- (B) Where an End-User wishes to use any such Extended Use Solutions it must at all times do so on the terms and conditions consistent with this Part 3 of Schedule 1 to Annex 3.

1. Extended Use Solutions: Operative Provisions

- 1.1 Where the End-User uses an Extended Use Solution, the End-User shall:
- 1.1.1 only use Extended Use Solution for the purpose of making the Data available to third party users of the End-User's own services with whom it has a contractual relationship for the provision of such services (the "Service Users");
- 1.1.2 only make the Data available to its Service Users for the purposes of that Service User verifying, updating or amending address details and only for the purpose of the subsequent delivery by the End-User of the Service User's mail, packages, products or services;
- 1.1.3 ensure that Service Users do not use the Data, or any part of it, for any other purpose other than that described in clause 1.1.2 and shall not supply or make the Data available to any other third party. For the avoidance of doubt, the Service User may supply an address which has been verified, updated or amended using the Data to the End-User for the purposes described in clause 1.1.2;
- 1.1.4 not use the Data, or any part of it, as contained in the Extended Use Solution for its own internal use or for any purpose other than to operate the Extended Use Solution as permitted pursuant to this clause 1.1.

PART 4 - ASSOCIATE GROUP SOLUTIONS

Recitals

- (A) Associate Group Solutions exist to provide for cost effective use of the Data by an End-User where it has established or where it operates a closely connected group comprising other legal entities.
- (B) In the case of Associate Groups, the relevant closely connected groups those in a franchise-type situation.
- (C) For the purposes of Associate Group Solutions an End-User will be described as the Associate Group Owner.
- (D) Where an End-User wishes to use any such Associate Group Solutions it must at all times do so on the terms and conditions of this Part 4 of Schedule 1 to Annex 3.

1. Associate Group Solutions: Operative Provisions

- 1.1 Where the End-User is an Associate Group Owner and receives or uses any Associate Group Solutions supplied by the Solutions Provider then it shall be liable to pay to the Solutions Provider the appropriate fees in respect of each Associate Group Solution and this shall be on behalf of itself and all Associates that participate in the same Associate Group.
- 1.2 The use by the Associate Group Owner of any other Solution, or the use of the Associate Group Solution or any Data for any purpose other than as expressly set out in this Part 4 of Schedule 1 to Annex 3 must be licensed appropriately in accordance with the other provisions of this Licence Agreement and in respect of which the appropriate licence fees shall be paid.
- 1.3 The Associate Group Owner shall not permit any Associates to use or access the Associate Group Solution or any Data for any purpose other than as expressly set out in this Part 4 of Schedule 1 to Annex 3. Where an Associate wishes to use the Data in any way other than as expressly set out in this Part 4 of Schedule 1 to Annex 3 it shall first enter into an End-User Agreement with the Solutions Provider or other appropriately licensed third party.
- 1.4 The Associate Group Owner shall ensure that each Associate Group Solution shall only be used by it and the Associates that participate in that same Associate Group and not by any other person.
- 1.5 The Associate Group Owner shall remain primarily responsible for the acts and omissions of the Associates that participate in its Associate Groups 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 Associates' use of or access to the Data.

- 1.6 Where the Associate Group Owner receives or uses an Associate Group Solution supplied by the Solutions Provider then it shall enter into and enforce the terms of a written agreement with each Associate that participates in its Associate Group. The terms of such agreement shall be equivalent to, no less onerous than and shall not grant more extensive rights than those terms relevant to the Associate Group Solution which are contained in this Licence Agreement (including, without limitation, those provisions relating to the licensing and limitations on the use of the Data, termination, confidentiality, liability and property rights in the Data) and which:

- 1.6.1 only permits each such Associate to use the Associate Group Solution as set out in this Licence Agreement and not for any other purpose, including any other internal use or for supplying or making available to any other third party; and
- 1.6.2 enables Royal Mail to directly enforce all terms relating to the Data by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 1.7 The Associate Group Owner shall on request notify the Solutions Provider in writing of all Associates that participate in its Associate Group and shall provide it with copies of the agreements between it and the Associates that participate in its Associate Group.
- 1.8 Upon request from Royal Mail and/or the Solutions Provider, the Associate Group Owner shall provide evidence to Royal Mail's reasonable satisfaction which shows that each Associate that is identified by the Associate Group Owner as an Associate is a genuine Associate.
- 1.9 The Associate Group Owner shall enter into or shall already have entered into a written contract with each Associate which:
- 1.9.1 authorises the Associate to undertake marketing, distributing, supplying, reselling or providing information to, or obtaining enquiries or orders from, third party Service Recipients or potential Service Recipients, in each case in respect of the products and/or services supplied in accordance with a common identity and business format or method;
- 1.9.2 obliges the Associate Group Owner to provide know-how and/or technical and/or business support to the Associate; and
- 1.9.3 obliges the Associate to operate according to specified methods or standards; in each case in a manner which is consistent throughout the Associate Group (the "Associate Contract").
- 1.10 The Associate Group Owner shall ensure that the Associate Group Solution:
- 1.10.1 shall be securely held by it and only made available and accessible to it and the Associates participating in that same Associate Group with sufficient security to prevent use by any other person (the "Secure Associate Network");
- 1.10.2 where made available or is accessible to Associates over an electronic network, such electronic network shall be owned or controlled by the Associate Group Owner and the Associate Group Solution shall only be made available or accessible over a secure electronic connection with technical restrictions to prevent use by any other person (the "Secure Associate Electronic Network");
- 1.10.3 shall only be used for the purposes of capturing, completing and/or verifying address details of Service Recipients or potential Service Recipients and only provided such details are supplied to the Secure Associate Network or entered into the Secure Associate Electronic Network by the Associate Group Owner or the Associates participating in that same Associate Group and not by the Service Recipient or any other person;
- 1.10.4 is only used in connection with the supply or offers of supply of the products and/or services supplied in accordance with a common identity and business format or method which is specified in the Associate Contract and/or the provision of information on those products and/or services, in each case to Service Recipients or potential Service Recipients.
- 1.11 The Associate Group Owner shall ensure that Royal Mail, the Solutions Provider and/or any of their agents may upon ten (10) Working Days' notice be entitled to reasonable accompanied access during business hours to its premises, systems, accounts and records and those of each Associate for the purpose of verifying and monitoring the Associate Group Owner's compliance with and performance of its obligations under this Licence Agreement.

PART 5 - BROKER GROUP SOLUTIONS

Recitals

- (A) Broker Group Solutions exist to provide for cost effective use of the Data by an End-User where it has established or where it operates a closely connected group comprising other legal entities.
- (B) In the case of Broker Groups, the relevant closely connected groups are those where an End-User and its group members are authorised brokers, agents or distributors of third party products and/or services or where the group members otherwise act on behalf of the supplier of those third party products and/or services and the usage of the Data by those group members is limited and is essentially for the benefit of that End-User in connection with the service it provides to the group members in facilitating the supply of the third party products and/or services.
- (C) For the purposes of Broker Group Solutions an End-User will be described as the Broker Group Owner.
- (D) Where an End-User wishes to use any such Broker Group Solutions it must at all times do so on the terms and conditions of this Part 5 of Schedule 1 to Annex 3.

1. Broker Group Solutions: Operative Provisions

- 1.1 Where the End-User is a Broker Group Owner and receives or uses any Broker Group Solutions supplied by the Solutions Provider then it shall be liable to pay to the Solutions Provider the appropriate fee in respect of each Broker Group Solution and this shall be on behalf of itself and all Brokers that participate in the same Broker Group.
- 1.2 The use by the Broker Group Owner of any other Solution, or the use of the Broker Group Solution or any Data for any purpose other than as expressly set out in this Part 5 of Schedule 1 to Annex 3 must be licensed appropriately in accordance with the other provisions of this Licence Agreement and in respect of which the appropriate licence fees shall be paid.
- 1.3 The Broker Group Owner shall not permit any Brokers to use or access the Broker Group Solution or any Data for any purpose other than as expressly set out in this Part 5 of Schedule 1 to Annex 3. Where a Broker wishes to use the Data in any way other than as expressly set out in this Part 5 of Schedule 1 to Annex 3 it shall first enter into an End-User Agreement with the Solutions Provider or other appropriately licensed third party.
- 1.4 The Broker Group Owner shall ensure that each Broker Group Solution shall only be used by it and the Brokers that participate in that same Broker Group and not by any other person.
- 1.5 The Broker Group Owner shall remain primarily responsible for the acts and omissions of the Brokers that participate in its Broker Groups 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 Brokers' use of or access to the Data.
- 1.6 Where the Broker Group Owner receives or uses a Broker Group Solution supplied by the Solutions Provider then it shall enter into and enforce the terms of a written agreement with each Broker that participates in its Broker Group. The terms of such agreement shall be equivalent to, no less onerous than and shall not grant more extensive rights than those terms relevant to the Broker Group Solution which are contained in this Licence Agreement (including, without limitation, those provisions relating to the licensing and limitations on the use of the Data, termination, confidentiality, liability and property rights in the Data) and which:
 - 1.6.1 only permits each such Broker to use the Broker Group Solution as set out in this Licence Agreement and not for any other purpose, including any other internal use or for supplying or making available to any other third party; and
 - 1.6.2 enables Royal Mail to directly enforce all terms relating to the Data by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 1.7 The Broker Group Owner shall on request notify the Solutions Provider in writing of all Brokers that participate in its Broker Group and shall provide it with copies of the agreements between it and the Brokers that participate in its Broker Group.
- 1.8 Upon request from Royal Mail and/or the Solutions Provider, the Broker Group Owner shall provide evidence to Royal Mail's reasonable satisfaction which shows that each Broker that is identified by the Broker Group Owner as a Broker is a genuine Broker.
- 1.9 The Broker Group Owner shall ensure that both it and each Broker participating in the same Broker Group is authorised to act as broker, distributor or agent or otherwise on behalf of principal suppliers (all of which shall be operating in the same industry) of products and/or services (the "**Principal Products**"), in each case pursuant to a written contract with each such supplier.
- 1.10 The Broker Group Owner shall enter into or shall already have entered into a written contract with each Broker which permits such Broker to use a service provided by the Broker Group Owner which facilitates both it and the Broker in acting as brokers, distributors or agents for the supply of the Principal Products (the "**Broker Contract**").

- 1.11 The Broker Group Owner shall ensure that the Broker Group Solution:
 - 1.11.1 shall be securely held by it and only made available and accessible to it and the Brokers participating in that same Broker Group with sufficient security to prevent use by any other person (the "**Secure Broker Network**");
 - 1.11.2 where made available or is accessible to Brokers over an electronic network, such electronic network shall be owned or controlled by the Broker Group Owner and the Broker Group Solution shall only be made available or accessible over a secure electronic connection with technical restrictions to prevent use by any other person (the "**Secure Broker Electronic Network**");
 - 1.11.3 shall only be used for the purposes of capturing, completing and/or verifying address details of Service Recipients or potential Service Recipients, which shall only be for and on behalf of the Broker Group Owner and only provided such details are supplied to the Secure Broker Network or entered into the Secure Broker Electronic Network by the Broker Group Owner or Brokers participating in that same Broker Group and not by the Service Recipient or any other person;
 - 1.11.4 is only used in connection with the supply or offers of supply of Principal Products, as set out in the Broker Contract, and/or the provision of information on those Principal Products, in each case to Service Recipients or potential Service Recipients.
- 1.12 The Broker Group Owner shall ensure that Royal Mail, the Solutions Provider and/or any of their agents may upon ten (10) Working Days' notice be entitled to reasonable accompanied access during business hours to its premises, systems, accounts and records and those of each Broker for the purpose of verifying and monitoring the Broker Group Owner's compliance with and performance of its obligations under this Licence Agreement.

PART 6 - DATABASE CLEANSING OF CUSTOMER DATABASES AND BUREAU SERVICES

Recitals

- (A) The End-User is permitted to carry out certain database cleansing activities in respect of third party databases.
- (B) Where the End-User cleanses a third party database and then supplies the resulting cleansed database back to that third party then it is intended that this shall be known as "**Bureau Services**".
- (C) Where an End-User wishes to carry out any such database cleansing activities, as Bureau Services or otherwise, it must at all times do so on the terms and conditions consistent with this Part 6 of Schedule 1 to Annex 3.

1. Database Cleansing of Third Party Databases and Bureau Services: Operative Provisions

- 1.1 The End-User shall be entitled to:
 - 1.1.1 retain each Cleansed Customer Database provided that each such Cleansed Customer Database shall only be used by the End-User for its internal use only and, subject to paragraphs 1.2 to 1.5, below, for supply to third parties;
 - 1.1.2 return each Cleansed Customer Database to the End-User Customer which supplied the relevant original Customer Database to the End-User provided that the End-User shall ensure that each such End-User Customer shall only:
 - 1.1.2.1 use such Cleansed Customer Database for its own internal use; and
 - 1.1.2.2 supply such Cleansed Customer Database to a third party provided it at all times complies with the provisions the equivalent of paragraphs 1.2 to 1.5, below.
- 1.2 For the purposes of paragraphs 1.3 and 1.4, below:
 - 1.2.1 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 Customer;
 - 1.2.2 the meaning of "substantially all" can be determined qualitatively or quantitatively and shall be determined in the reasonable opinion of Royal Mail;
 - 1.2.3 the expression "normal data supply activities" includes any activities carried out by the End-User or End-User Customer 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 End-User Customer, or the licensing of any third party by the End-User or End-User Customer to reproduce the Cleansed Customer Database or to use it for database cleansing purposes; and
 - 1.2.4 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.

- 1.3 Any Cleansed Customer 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 an End-User Customer (but not to any other third party) where such supply is at all times in compliance with the provisions of paragraph 1.4 and the End-User shall ensure that the End-User Customer shall only supply the same to a third party where such supply is at all times in compliance with the provisions of paragraph 1.4.
- 1.4 Any Cleansed Customer 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 or End-User Customer to third parties (the "First Level Third Parties") and by such First Level Third Parties to other third parties (the "Second Level First Parties") provided that:
- 1.4.1 neither the End-User, the End-User Customer nor any third party shall at any time promote, market, represent or hold out the Cleansed Customer Database as being a "master" comprehensive postal address database or "original" comprehensive postal address database or as being of any similar description;
- 1.4.2 such Cleansed Customer Database shall only be supplied by the End-User to an End-User Customer, or by the End-User or End-User Customer to a First Level Third Party, or by a First Level Third Party to a Second Level Third Party, in each case as part of its normal data supply activities;
- 1.4.3 any such supply to a Second Level Third Party is subject to a requirement that the Cleansed Customer 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);
- 1.4.4 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 Customer Database or of a substantial part thereof for supply to any other third party and not to make any such supplies; and
- 1.4.5 during the Term and for a period of six (6) years after the date of termination of this Licence Agreement, any supply to any End-User Customer, First Level Third Party or Second Level Third Party is subject to a prominent notice stating that the Cleansed Customer 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 Customer Database.
- The provisions of this paragraph 1.4 shall continue to operate after any expiry or termination of this Licence Agreement.
- 1.5 The End-User shall enter into a written agreement with each End-User Customer on terms which are no less onerous than and which do not grant more extensive rights than those contained in this Licence Agreement in connection with Bureau Services and which enables Royal Mail to directly enforce its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 1.6 The End-User may, and may permit the End-User Customer to, 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 or End-User Customer] processes databases against Royal Mail's PAF[®] and Alias databases."
- 1.7 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 Cleansed Customer Databases have been supplied. The provisions of this paragraph 1.7 shall continue to operate after any expiry or termination of this Licence Agreement.

SCHEDULE 2 TO ANNEX 3

USING THE DATA FOR MARKET RESEARCH

1. General

- 1.1 The End-User shall be entitled to permit the use of the Data in the manner described in this Schedule 2 to Annex 3 for Market Research Purposes provided it all times complies with the provisions of this Schedule 2 to Annex 3.
- 1.2 For the purposes of this Schedule 2 to Annex 3, the following terms shall have the following meanings:
- 1.2.1 "**Market Research Purposes**" shall mean social and/or opinion research involving the systematic gathering and interpretation of information about individuals or organisations using the statistical and analytical methods and techniques of the applied social sciences in order to gain insight or support decision making in respect of such individuals or organisations;
- 1.2.2 "**Researchers**" shall mean (i) individuals employed by or contracted to an entity for the purposes of carrying out research activities for that entity's own Market Research Purposes; or (ii) individuals employed by or contracted to an employment agency which has entered into a contract with that entity for the provision of such individuals to that entity for the purposes of carrying out research activities for Market Research Purposes for or on behalf of that entity.

2. Data Creation in respect of End-User Databases and Cleansed End-User Databases

- 2.1 The End-User shall be entitled to carry out Data Creation such that it adds PAF[®] Records to its own End-User Databases or Cleansed End-User Databases provided that:
- 2.1.1 such added PAF[®] Records do not exceed 10% (ten percent) of the total number of PAF[®] Records in the copy of the Data that is used to carry out such Data Creation; and
- 2.1.2 each database that is created as result of adding PAF[®] Records to such End-User Database or Cleansed End-User Database (the "**Enhanced End-User Database**") is used only in accordance with paragraph 2.2.
- 2.2 The End-User shall only use each Enhanced End-User Database for:
- 2.2.1 its own internal use and for supply to its own Researchers, in each case for Market Research Purposes;
- 2.2.2 for the creation of databases comprising no more than 200,000 (two hundred thousand) Records (which have been created through the carrying out of Data Creation) from the Enhanced End-User Database (each being a "**Sample List Database**") which it may supply to other third parties (each being a "**Sample List Recipient**") for use for Market Research Purposes and provided that each such Sample List Recipient:
- 2.2.2.1 deletes or destroys each Sample List Database within twenty (20) Working Days of the completion of the specific Market Research Purpose for which the Sample List Database was being used and confirms in writing to the End-User that it has done so;
- 2.2.2.2 shall not combine any Sample List Database with any other Sample List Database or use it in connection with any other Sample List Database for any purpose whatsoever; and
- 2.2.2.3 shall under no circumstances supply any such Sample List Databases or any such Records to any other third party other than its own Researchers for use in respect of the Sample List Recipient's Market Research Purposes; and/or
- 2.2.3 for supply to third parties for their own Market Research Purposes, subject to its compliance at all times with the provisions of clauses 3.1.7 to 3.1.10 of Part 2 of Annex 3 as if the Enhanced End-User Database was a Cleansed End-User Database, except that such third party may also be permitted to use such Enhanced End-User Database for the creation of Sample List Databases for supply to Sample List Recipients for use for Market Research Purposes and provided that each such Sample List Recipient:
- 2.2.3.1 may only receive a maximum of 200,000 (two hundred thousand) Records which have been created through the carrying out of Data Creation (in aggregate across any number of Sample List Databases) in any twelve (12) month period; and
- 2.2.3.2 shall under no circumstances supply any such Sample List Databases or any such Records to any other third party other than its own Researchers for use in respect of the Sample List Recipient's Market Research Purposes.

3. Data Creation in respect of Customer Databases and Cleansed Customer Databases

- 3.1 The End-User shall be entitled to carry out Data Creation such that it adds PAF® Records to Customer Databases or Cleansed Customer Databases provided that:
- 3.1.1 such added PAF® Records do not exceed 10% (ten percent) of the total number of PAF® Records in the copy of the Data that is used to carry out such Data Creation; and
 - 3.1.2 each database that is created as result of adding PAF® Records to such Customer Database or Cleansed Customer Database (the “**Enhanced Customer Database**”) is used only in accordance with paragraph 3.2.
- 3.2 The End-User shall only use each Enhanced Customer Database for:
- 3.2.1 its own internal use and for supply to its own Researchers, in each case for the End-User's Market Research Purposes; and/or
 - 3.2.2 return to the relevant End-User Customer provided that such End-User Customer shall only use such Enhanced Customer Database internally for Market Research Purposes and for supply to its own Researchers for use in respect of the End-User Customer's Market Research Purposes.

4. Using Enhanced End-User Databases for Enhanced Database Cleansing

- 4.1 For the purposes of this paragraph 4 only, “**Enhanced Database Cleansing**” shall mean any activity which involves the processing of an End-User Database or Customer Database using the Enhanced End-User Database and includes:
- 4.1.1 the verification of an existing Record in the End-User Database or Customer Database as being the same as the entry on the Enhanced End-User Database;
 - 4.1.2 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 Enhanced End-User Database;
 - 4.1.3 the standardisation of an existing Record in the End-User Database or Customer Database into a “PAF® format”;
 - 4.1.4 the flagging or marking of an existing Record in the End-User Database or Customer Database as being the same as the Enhanced End-User Database;
 - 4.1.5 adding further information derived from the Enhanced End-User Database to an existing Record in the End-User Database or Customer Database; and
 - 4.1.6 extracting duplicate existing Records in the End-User Database or Customer Database; but does not include Data Creation.
- 4.2 The End-User shall be entitled to carry out Enhanced Database Cleansing in respect of Customer Databases, Cleansed Customer Databases and/or Enhanced Customer Databases as, and only to the extent, permitted pursuant to this paragraph 4.
- 4.3 The End-User shall ensure that a Customer Database, Cleansed Customer Database and/or an Enhanced Customer Database upon which Enhanced Database Cleansing has been performed by it (the “**Cleansed Enhanced Database**”) shall be used by the End-User only for return to the relevant End-User Customer for its own internal Market Research Purposes (and not for any internal use by the End-User) and provided that such End-User Customer:
- 4.3.1 may only receive only one Cleansed Enhanced Database in any twelve (12) month period; and
 - 4.3.2 shall under no circumstances supply such Cleansed Enhanced Database to any other third party other than its own Researchers for use in respect of the End-User Customer's Market Research Purposes.

5. Data Creation for Market Research Purposes

- 5.1 The End-User shall be entitled to carry out Data Creation provided that:
- 5.1.1 the number of PAF® Records added as a result of such Data Creation does not exceed 200,000 (two hundred thousand) (the “**Sample PAF® Database**”);
 - 5.1.2 such Sample PAF® Database is used only for supply by the End-User to a third party and not for any internal use by the End-User (the “**Sample Recipient**”);
 - 5.1.3 no Sample PAF® Database is combined with any other Sample PAF® Database or used in connection with any other Sample PAF® Database for any purpose whatsoever;
 - 5.1.4 such Sample PAF® Database is used by the Sample Recipient only for its own internal use for Market Research Purposes and not for any other purpose and not for supply by the Sample Recipient to any other third party other than to its own Researchers for use in respect of the Sample Recipient's Market Research Purposes; and
 - 5.1.5 each such Sample Recipient deletes or destroys each Sample PAF® Database within twenty (20) Working Days of the completion of the specific Market Research Purpose for which the Sample PAF® Database was being used and confirms in writing to the End-User that it has done so.