

## ANNEX 3

### TERMS RELATING TO END USERS

#### 1. DEFINITIONS

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

- “Alias”** means the file known as the ‘Alias File’, which contains ‘Locality’, ‘Thoroughfare’, ‘Delivery Point’ and ‘County Alias’ details;
- “Associated User”** means a business End User that has entered into and operates in accordance with an Associated User Contract;
- “Associated User Contract”** means a written contract between an Associated User and an End User that has established or that operates an Associated User Network, and which (i) authorises the Associated User to undertake Business Network Activities; and (ii) obliges such End User to provide know-how and/or technical and/or business support to the Associated User; and (iii) sets out commercial methods or standards specified by that End User and obliges the Associated User to operate according to such commercial methods or standards; in each case in a manner which is consistent throughout the Associated User Network;
- “Associated User Network”** means a network, established or operated by an End User, of businesses comprising that End User and a minimum of ten (10) Associated Users (unless otherwise agreed in writing with the Solutions Provider) each of which has an Associated User Contract with that End User;
- “Associated User Product”** means a Product (other than an End User Per Click Product, Password Function Product or a Look Up Service) supplied or to be supplied by the Solutions Provider to an End User for use by that End User and the Associated Users participating in that End User’s Associated User Network;
- “Bureau Services”** means any activity which involves the processing of an End-User Database using the Data and includes:
- (a) the verification of an existing Record in the End-User Database as being the same as the entry on the Data;
  - (b) the amendment of an existing Record in the End-User Database to correct the address so that it contains the same information as the entry on the Data;
  - (c) the standardisation of an existing Record in the End-User Database into a “PAF format”;
  - (d) the flagging or marking of an existing Record in the End-User Database as being the same as the Data;
  - (e) adding further information derived from the Data to an existing Record in the End-User Database; and

(f) extracting duplicate existing Records in the End-User Database;

but does not include Data Creation;

<b>“Business Network Activities”</b>	means 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 which is specified in the Associated User Contract.
<b>“Confidential Information”</b>	means any information of a confidential or proprietary nature (irrespective of the form of presentation or communication including, but not limited to, computer software 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;
<b>“Data”</b>	means PAF and/or Alias and/or Postzon 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 or service supplied by the Solutions Provider or the Third Party Solutions Provider;
<b>“Data Creation”</b>	means the use of the Data whether incorporated in a Product or Service or otherwise to create a new Record or Records not already held on any database or mailing list owned by or licensed to the End-User;
<b>“Data Storage Medium”</b>	means the format on which the Data is supplied to the End-User;
<b>“Delivery Point”</b>	means a postal address (business or residential) to which mail is delivered;
<b>“Delivery Point Suffix (DPS)”</b>	means a 2-character code (one alpha one numeric) which evaluates each Delivery Point to be uniquely identified. To enable customers to apply a barcode correctly to mail, the Postcode and DPS are required along with a Checksum Digit. The Checksum Digit can be accessed via a small programme which will generate it automatically;
<b>“End-User”</b>	shall mean the person entering into this Licence Agreement or an agreement of which these terms form part with a Solutions Provider or Third Party Solutions Provider;
<b>“End-User Database”</b>	means the End-User’s existing electronic compilation of records, database or mailing list;
<b>“End-User Per Click Product”</b>	means a Product whereby the End-User operates a 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;
<b>“European Commission Approved Transfers”</b>	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;
<b>“Excluded Product”</b>	means those products which are licensable pursuant to a Specific Use Licence Agreement;
<b>“Excluded Service”</b>	means those services which are licensable pursuant to a Specific Use Licence Agreement;
<b>“Intellectual Property Rights”</b>	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;
<b>“Internal User Per Click Product”</b>	means a Product whereby the End-User accesses certain of the Data by way of Transactions and only for its own internal use;
<b>“Licence”</b>	shall have the meaning attributed to it in Clause 2 below;
<b>“Licence Agreement”</b>	means the body of this agreement together with its annexes (if any);
<b>“Look Up Service”</b>	means a Product 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;
<b>“PAF”</b>	means the database, or any part of it, known as the ‘Postcode Address File’ containing all known 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;
<b>“Password Function Product”</b>	means a Product for supply to an End-User whereby each User within that End-User is granted an individual distinct password to enable it to access that Product for the End-User’s own internal business use only, and which is stored on the Solutions Provider’s Systems;
<b>“Per Click Mechanism”</b>	means a mechanism to count the number of Transactions;
<b>“Postcode”</b>	means a single alphanumeric code owned and developed by Royal Mail and allocated by Royal Mail to identify a Delivery Point or a number of Delivery Points;
<b>“Postcode Area”</b>	means the outward part of the Postcode comprising the first two alphabetic characters;

<b>"Postzon"</b>	means the database or any part of it known as "Postzon" which Royal Mail owns or is otherwise authorised to use and which combines a postcode and coded identifiers describing, inter alia, country, county and local authority electoral ward, Ordnance Survey grid references and NHS codes as amended from time to time;
<b>"Product"</b>	means any product (including Special Products), other than an Excluded Product, with functionality, software or services additional to the Data itself, which incorporates or is created using the Data or any part of the Data and which may: (i) be produced in any form, including any device, solution, software or database; (ii) be in written form or produced electronically; and (iii) be provided to End-Users to be stored on individual Users, on the End-User's System(s), or on the Solutions Provider's or Third Party Solutions Provider's (as the case may be) System(s) for the purpose of remote access by the End-User;
<b>"Record"</b>	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. A Record may also contain a business or consumer name;
<b>"Remote Access Product"</b>	means a Product which is stored on the Solutions Provider's or Third Party Solutions Provider's (as the case may be) System(s) for the purpose of remote access by the End-User;
<b>"Royal Mail"</b>	means Royal Mail Group Limited;
<b>"Service"</b>	means any service, other than an Excluded Service, in connection with the Data;
<b>"Service Recipient"</b>	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;
<b>"Solutions Provider"</b>	means a person licensed by Royal Mail to obtain copies and updates of the Data from Royal Mail to enhance its own Products and Services for supply to End-Users and to licence Third Party Solutions Providers for the same purposes;
<b>"Special Product"</b>	means any or all of the End-User Per Click Product, Password Function Product, Look Up Service, Internal User Per Click Product and Associated User Product;
<b>"Specific Use Licence Agreement"</b>	means the Royal Mail licence agreement for the licensing of the Data (or part thereof) for specific navigation services use or purposes and as is currently known as "PAF – Navigation Services Use";
<b>"System"</b>	means a server or other storage device owned or controlled by any one of the Solutions Provider, Third Party Solutions Provider or End-User (as appropriate);
<b>"Term"</b>	means the period agreed between the Solutions Provider or Third Party Solutions Provider (as the case may be) and the End-User;

**"Third Party Solutions Provider"** means a person licensed by Solutions Providers to obtain copies and updates of the Data from Solutions Providers to enhance its own Products and Services to supply to End-Users;

**"Transaction"** means each return of up to a maximum of one hundred (100) Postcodes or Delivery Points (or combinations of Postcode and Delivery Point) in response to a query relating to a Postcode and/or Delivery Point. For the avoidance of doubt, the intention of the parties is that one (1) Postcode or Delivery Point will be selected from those returned in response to such a query and as such further searches within the return of up to one hundred (100) Postcodes or Delivery Points (or combinations of Postcode and Delivery Point) are not considered to be a further "Transaction"; and

**"User"** means an individual work station or terminal or hand-held or otherwise portable device within an End-User's organisation which has access to the whole or part of the Data, which shall include indirect access via the supply by the Solutions Provider or Third Party Solutions Provider of their Products and/or Services.

- 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 Unless otherwise stated, a reference to a clause or schedule is a reference to a clause of or a schedule to this Licence Agreement. In the event of any inconsistency or conflict between any provisions of the clauses 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 Product or Service as provided to the End-User by the Solutions Provider or the Third Party Solutions Provider (as the case may be) on a non-exclusive, non-transferable, revocable basis, for the Term (unless terminated earlier), in accordance with the terms of this Licence Agreement.

## **3. REGISTRATION**

The End-User shall complete the End-User Registration Form that is provided to it and return it to the Solutions Provider or the Third Party Solutions Provider (as the case may be) within seven (7) days of entering into this Licence Agreement.

## **4. LIMITATIONS ON USE OF THE DATA BY END-USERS**

- 4.1 The End-User shall use the Data within the End-User's organisation only except as and only to the extent expressly permitted pursuant to this Licence Agreement.
- 4.2 Subject to clause 4.3 and the remainder of this clause 4.2, the End-User shall use the Data provided to it as part of a Product or Service by the Solutions Provider or Third Party Solutions Provider (as applicable) only in exercising the functionality and purpose of that same Product or Service. The End-User may use the Data in relation to any other product or service provided that it has the prior written consent of the Solutions Provider or Third Party Solutions Provider (as

appropriate) and in such case each such product or service shall be deemed to be a Product or Service (as appropriate). For the avoidance of doubt, the appropriate additional licence fees shall be payable as if it was such a Product or Service.

- 4.3 The End-User shall not use any of the Data or any Product or Service to create its own products or services containing any of the Data to provide or offer to any third party, except as expressly permitted by the terms of this Licence Agreement. The End-User shall not copy, reproduce, extract, publish or reutilise the whole or any part of the Data for, or transfer, sell, let, lend, or otherwise part with possession of the whole or any part of the Data to, or relay or disseminate the whole or any part of the Data to, any other person or organisation, except as is expressly permitted by the terms of this Licence Agreement.
- 4.4 The End-User may make a reasonable number of back-up copies of the Data for security and disaster recovery purposes. The End-User may only use such archived back-up copies of the Data for archive retention and retrieval purposes. The End-User shall ensure that its employees, agents and sub-contractors comply with the terms of this clause.
- 4.5 The End-User shall upon reasonable prior notice grant Royal Mail and its agents reasonable accompanied access 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.
- 4.6 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 had Bureau Services carried out in relation to it (in each case in accordance with this Licence Agreement) 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:
  - 4.6.1 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;
  - 4.6.3 promptly refer to Royal Mail (either directly or indirectly via the Solutions Provider and/or Third Party Solutions Provider (if appropriate)) 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;
  - 4.6.4 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
  - 4.6.5 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 4.6 "data controller", "data subject", "personal data" and "processing" shall have the meanings ascribed to them in the Data Protection Act 1998.

- 4.7 The End-User shall ensure that any changes to the number of Users in relation to any Product or Service are notified to the Solutions Provider or the Third Party Solutions Provider (as the case may be) and that the number of Users does not exceed that permitted by the number and type of licences granted to the End-User. The End-User shall have a mechanism or process in place to ensure that the number of Users accessing the Data does not exceed the number and type of licences granted to it.

- 4.8 Save as permitted in this clause 4.8, the End-User shall not provide the whole or any part of the Data or allow the provision of or access to the same to any sub-contractors of the End-User. The Solutions Provider shall be permitted to provide the Data or allow the provision of or access to the Data to its sub-contractors solely for the purposes of using such Data to provide services to the End-User which are for the purposes of the provision of data storage and/or information technology services to the End-User or where such sub-contractor is otherwise acting on behalf of the End-User for the End-User's own internal business purposes, provided that:
- 4.8.1 the Solutions Provider has given its prior written consent to the End-User's use of such sub-contractor (such consent not to be unreasonably withheld); and
- 4.8.2 such sub-contractor has entered into a written agreement with the End-User on terms which are no less onerous than and which do not grant more extensive rights than those contained in this Licence Agreement in relation to the Data and which:
- (i) 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;
  - (ii) 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 same, 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), 4 (Limitations on Use of the Data by End-Users), 7 (Liability) and 8 (Property Rights in the Data); and
  - (iii) enables Royal Mail to directly enforce all terms relating to the Data by virtue of the Contracts (Rights of Third Parties) Act 1999; and
- 4.8.3 the End-User 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.
- 4.9 Nothing in this Licence Agreement shall permit the End-User, through the receipt or carrying out of Bureau Services, to use, or permit the use of the Data, for Data Creation.
- 4.10 The End-User may only receive Bureau Services from the Solutions Provider and/or carry out Bureau Services subject to the limitations in clauses 4.10.1 to 4.10.3 below and only for the purposes permitted in clauses 4.10.1 to 4.10.3 below, and provided also that it complies with the provisions of this Clause 4.10:
- 4.10.1 The End-User shall not receive nor carry out Bureau Services in relation to any database other than its own End-User Database.
- 4.10.2 Where Bureau Services have been performed in relation to the End-User Database in accordance with this Licence Agreement that End-User Database may:
- (i) be used by the End-User for its own internal use; and
  - (ii) subject to clause 4.10.3, be supplied by the End-User to any third party and thereafter by any third party to any other third party;

in each case provided that each End-User Database upon which the Bureau Services are performed and each copy thereof (whether supplied to a third party or otherwise) shall include the following notice or, where the Solutions Provider (having received consent from Royal Mail) gives its prior written consent, such other notice that is substantially the same:

"This database (or part thereof) has been processed in accordance with Royal Mail's relevant licence terms against databases known as [PAF, Alias and Postzon] [*delete database name if not applicable*] in which Royal Mail owns or is authorised to use the intellectual property rights therein. As a result of such processing this database contains current postcodes and addresses as of [*insert date of last update*]. You shall reproduce this notice on any and all copies you make of this database."

4.10.3 Where Bureau Services have been performed in relation to the End-User Database in accordance with this Licence Agreement that End-User Database may not be supplied by the End-User to any third party (or thereafter by any third party to any other third party) where such End-User Database is a single End-User Database or part of a series of connected End-User Databases comprising all or substantially all the Delivery Points in the United Kingdom.

For the purposes of this clause 4.10.3:

- (i) the meaning of “substantially all” can be determined qualitatively or quantitatively and shall be determined in the reasonable opinion of Royal Mail;
- (ii) a database comprising “substantially all” the Delivery Points in the United Kingdom shall include (but not be limited to) any database comprising seventy percent (70%) or more of the Delivery Points in the United Kingdom from time to time; and
- (iii) the meaning of “series of connected databases” shall include (but not be limited to) databases directly or indirectly derived from a single database.

4.10.4 The End-User may include the following statement, provided only that its use is reasonable, on its business stationery and publicity material: “[*Name of Royal Mail Solutions Provider/Third Party Solutions Provider/End-User*] processes databases against Royal Mail’s PAF, Alias and Postzon databases.”

4.10.5 The use of the statements set out in Clause 4.10.4 is not permitted after the date of expiry or termination of this Licence Agreement.

4.10.6 The End-User shall, upon request from the Solutions Provider, advise it of the details of all third parties to whom the End-User has supplied an End-User Database upon which the Bureau Services have been performed. For the avoidance of doubt, this does not include the details of other third parties to which that End-User Database was supplied by the third parties that were supplied it directly by the End-User.

4.11 The End-User shall ensure that its employees, agents and sub-contractors comply with the terms of this Clause 4.

## **5. ADDITIONAL TERMS FOR SPECIAL PRODUCTS**

### **5.1 General**

(a) Where the End-User purchases a Special Product then the provisions of this Clause 5 shall apply, in addition to the other terms and conditions of this Licence Agreement.

(b) Except as and only to the extent expressly permitted pursuant to this Licence Agreement, the End-User shall not use any Special Product or the whole or any part of the Data as contained in the Special Product to:

- (i) produce or assist in the production of its own products for sale to a third party including (without limitation) Special Products;
- (ii) offer any Look Up Service to a third party;
- (iii) otherwise offer any elements of the Data (including individual addresses and/or Postcodes) as contained in the Special Product (including any Delivery Points) to a third party; or
- (iv) shall not use any Special Product to perform Bureau Services for any third party.

(c) If the End-User wishes to carry out any of the activities set out in Clause 5.1(b), then the End-User must contact Royal Mail and enter into a separate agreement dealing with the appropriate licensing and licence fees. The End-User must not carry out any of such activities until it has completed this process.

### **5.2 End-User Per Click Product**

(a) Where the End-User uses an End-User Per Click Product, the End-User shall:

- (i) only use the End-User Per Click Product 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 website and only for the purpose of despatching a product or for the provision of a service that is offered on such website to the Service Recipient;
  - (ii) ensure that the End-User Per Click Product is configured in such a way that a request is initiated by a Service Recipient of the End-User via the End-User's website to verify, update or amend a single address or Postcode entered by that Service Recipient on the End-User's website. Upon receipt of that request, the System upon which the End-User Per Click Product is stored (whether this is the End-User's or the Solutions Provider's System) must respond by returning a correct address or Postcode or confirming that the address inputted is correct;
  - (iii) where the End-User Per Click Product is stored on its own System, and except where it is required by the Solutions Provider to pay only an annual fee rather than fees on a per Transaction basis, control access to that System by means of transaction management software. The transaction management software must include the Per Click Mechanism to count the number of Transactions and must ensure that the number returns of Postcodes or Delivery Points (or combinations of Postcode and Delivery Point) in any Transaction shall be no more than one hundred (100);
  - (iv) 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;
  - (v) not use the Data, or any part of it, as contained in the End-User Per Click Product elsewhere in its organisation or for any purpose other than to operate the End-User Per Click Product.
- (b) The End-User shall not use the End-User Per Click Product for any other purpose other than as permitted in Clause 5.2(a) and shall not pass on any part of the Data obtained as a result of using the End-User Per Click Product to any third party unless expressly permitted in accordance with this Licence Agreement.

### **5.3 Password Function Product**

Where the End-User has been supplied with the Password Function Product (which is a Remote Access Product only), the End-User shall ensure that single passwords are not shared between Users.

### **5.4 Look Up Service**

- (a) Where the End-User provides a Look Up Service, the End-User shall:
- (i) 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 clause 5.4;
  - (ii) only offer the Look Up Service as a look-up service, which enables its Service Recipients to search for an individual address and/or postcode;
  - (iii) ensure that access to the Look Up Service is controlled by means of transaction management software. This transaction management software must include the Per Click Mechanism to count the number of Transactions and must ensure that the number returns of Postcodes or Delivery Points (or combinations of Postcode and Delivery Point) in any Transaction shall be no more than one hundred (100);
  - (iv) only provide the information set out in clause 5.4(a)(ii) above in response to an enquiry submitted by a Service Recipient contacting the End-User;
  - (v) 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

- (vi) where it provides the Look Up Service over the internet it must only offer the Look Up Service on its own website and not on any third party website and it must provide its Service Recipients with the "Service Recipient Licence" set out at Annex 3B.

#### **5.5 Internal Use Per Click Product**

- (a) Where the End-User has been supplied with an Internal Use Per Click Product it must use this only for own internal use and not for the supply of any Data by to any other person, and it shall:
  - (i) only order one Internal Per Click Product per annum;
  - (ii) only carry out a maximum of five hundred (500) Transactions per annum using that Internal Use Per Click Product; and
  - (iii) ensure that access to the Internal Use Per Click Product is controlled by means of transaction management software. This transaction management software must include the Per Click Mechanism to count the number of Transactions and must ensure that the number of returns of Postcodes or Delivery Points (or combinations of Postcode and Delivery Point) in any Transaction shall be no more than one hundred (100).

#### **5.6 Associated User Product**

- (a) Where the End User has established or does operate an Associated User Network and receives or uses an Associated User Product supplied by the Solutions Provider then it shall be liable to pay to the Solutions Provider the appropriate fee relating to the Associated User Product and this shall be on behalf of itself and all the Associated Users that are members of its Associated User Network. That End User also must comply with and ensure that the Associated Users comply with the following conditions:
  - (i) the Associated User Product may only be used by the End User and the Associated Users that participate in its Associated User Network, and only for the purposes of capturing, completing and/or verifying address details of Service Recipients or potential Service Recipients whose details will be entered by such End User and/or Associated Users;
  - (ii) the Associated User Product must only be operated on that End User's System and must only be accessible by the Associated Users that participate in its Associated User Network and over a secure electronic connection with technical restrictions to prevent use by any other person;
  - (iii) the Associated User Product must only be used in connection with the supply or offers of supply of products and/or services supplied in accordance with a common identity and business format or method which is specified in the Associated User Contract and/or the provision of information on those products and/or services, in each case to Service Recipients or potential Service Recipients.
- (b) Where the End User has established or does operate an Associated User Network and receives or uses an Associated User Product supplied by the Solutions Provider then it shall enter into a written agreement with each Associated User that participates in its Associated User Network on terms equivalent to and which are no less onerous than and which do not grant more extensive rights than those contained in the "End-User Agreement" which it entered into with the Solutions Provider (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:
  - (i) ensures that each Associated User which receives or uses an Associated User Product then it shall not be liable to pay a fee to the Solutions Provider relating to that Associated User Product except where this has not been paid by the End User that established or that operates the relevant Associated User Network;
  - (ii) permits the Associated User to use the Associated User Product only for the purposes of capturing, completing and/or verifying address details of Service Recipients or potential Service Recipients whose details the Associated User enters;
  - (iii) permits the Associated User to access the Associated User Product only on the System of the End User that established or that operates the relevant Associated

User Network and only over a secure electronic connection;

- (iv) permits the Associated User to use the Associated User Product only 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 Associated User Contract and/or the provision of information on those products and/or services, in each case to Service Recipients or potential Service Recipients;
  - (v) enables Royal Mail to directly enforce its terms by virtue of the Contracts (Rights of Third Parties) Act 1999; and
  - (vi) ensures that the End-User that has established or that operates the Associated User Network shall remain primarily responsible for the acts and omissions of the Associated Users 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 Associated Users' use of or access to the Data.
- (c) On request from the Solutions Provider the End User that has established or that operates an Associated User Network shall: (i) notify the Solutions Provider in writing of all Associated Users that participate in that End User's Associated User Network; (ii) provide the Solutions Provider with copies of the agreements between such End-User and the Associated Users that participate in that Associated User Network; and (iii) provide evidence to the Solution Provider's reasonable satisfaction which shows that an End User that it identifies as an Associated User is a genuine Associated User; and in each case such End-User shall permit the Solutions Provider to provide the same to Royal Mail.

## **6. FEES**

- 6.1 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 the same as are charged generally to all solutions providers operating under the same or similar terms. Such fees may be decreased or increased by Royal Mail on or around 31<sup>st</sup> August each year. The current fees are, and any varied fees will be, made publicly available by Royal Mail by being published on its website, which is currently at [www.royalmail.com](http://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.

## **7. LIABILITY**

- 7.1 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.
- 7.2 Royal Mail is not liable in any way in respect of any Data, Products or Services provided by the Solutions Provider or Third Party Solutions Provider (as the case may be) to the End-User.
- 7.3 Even if the Products and/or Services provided to the End-User by the Solutions Provider or the Third Party Solutions Provider are designated as Post Office or Royal Mail approved, Royal Mail does not in any way warrant that such Products and/or Services have been tested for use by any party or that such products and/or services will be suitable for or be capable of being used by any party.
- 7.4 Royal Mail shall not be obliged in any circumstances to provide any Data or any Products or Services direct to the End-User.
- 7.5 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.

## **8. PROPERTY RIGHTS IN THE DATA**

- 8.1 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 of any Intellectual Property Rights that may subsist in or relate to the Data.

- 8.2 The End-User shall not remove or tamper with any Intellectual Property Rights notice attached or used in relation to the Data.
- 8.3 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.
- 8.4 The provisions of this Clause shall continue to operate after the termination of this Licence Agreement.

**9. ASSIGNMENT**

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

**10. GENERAL**

This Licence Agreement shall be governed by and construed in accordance with English law. The parties hereby irrevocably submit to the jurisdiction of the English courts.

## **ANNEX 3B**

### **SERVICE RECIPIENT LICENCE FOR LOOK UP SERVICE**

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.