

Australia Post – End User Agreement 2007

AMAS ® LICENCE - CATEGORY 2: 1 JANUARY 2007 TO 31 DECEMBER 2011
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1. Definitions

"**AMAS**" means Australia Post's Address Matching Approval System (documented in the AMAS handbook which is subject to revision from time to time) which is a Program that evaluates and approves software based on the software's ability to validate, match and append the correct DPID.

"**Australia Post**" means the Australian Postal Corporation.

"**Barcode Pricing**" means Australia Post's special postage prices for mail that has been prepared using the Licensee Software, together with a barcode printed on the mail, in accordance with Australia Post's conditions for lodgment of mail as amended from time to time.

"**Confidential Information**" means the confidential information of Australia Post which includes information relating to the design, specification or content of the PAF.

"**Delivery Point Identifier**" or "DPID" means an eight character code which has been developed by Australia Post to enable delivery points to be uniquely identified.

"**End User**" means the Party bound by these provisions.

"**Expiry Date**" means the date upon which this Licence Agreement ends.

"**Intellectual Property Rights**" includes copyright, trade mark, design, patent, semiconductor or circuit layout rights, rights in trade, business or company names, and such other rights as are generally accepted as falling within the term "intellectual property", and shall also include any rights to application or registration of such rights, in Australia or elsewhere, and whether created before, on or after the date of this Agreement.

"**Licensor Software**" means the version of software produced by the Licensor and approved by Australia Post in accordance with AMAS which (when used in conjunction with the PAF) can validate, match and correct the Licensor's and any End User's address database files, and append correct DPIDs.

"**PAF**" means the Postal Address File which is a database created by Australia Post containing information on addresses to which Australia Post may deliver mail, the information associated with each address record on the PAF consists of:

- (a) a DPID; and
- (b) the address details in a correct address format.

"Permitted Purpose" means the preparation of mailing lists and/or databases by the End User:

- (a) by matching, correcting, manipulating, adding to, sorting, comparing, and/or validating (collectively "validating") addresses; and
- (b) by appending DPIDs to validated addresses, and
- (a) by matching of individual DPID's to a corresponding address,

PROVIDED that no software, list or database may contain functionality which allows reverse engineering of the PAF or any use any not permitted by this Agreement

"Test Standard" means a software performance standard set by Australia Post to approve the Licensor Software for the Permitted Purpose. The test standard is more fully described in the current AMAS Handbook published by Australia Post

2. Licence

2.1 The Licensor Software may only be used by the End User during the Licence term, and may only be used by the End User for the Permitted Purpose.

2.2 The End User shall comply with all requirements of the Privacy Act 1988 as amended by the Privacy Amendment (Private Sector) Act 2000 ("the Act") relevant to its possession or use of the PAF.

2.3 The End User acknowledges that:

a) Australia Post has approved that the Licensor Software has achieved the Test Standard specified by Australia Post;

(b) the approval of the Licensor Software by Australia Post does not represent an endorsement by Australia Post that the Licensor Software is suitable for the End User's purposes or is capable of being used by the End User; and

(c) any and all enquiries concerning the characteristics or performance of the Licensor Software must be referred to the Licensor, and not to Australia Post.

2.4 The Licensor warrants that it will supply quarterly PAF updates to the End User within 30 days of the end of the month of such updates being supplied by Australia Post to the Licensor. The Licensor may provide such updates to the End User by providing an upgrade to the Licensor Software.

3. Intellectual Property Rights

3.1 The End User acknowledges that the PAF and the Intellectual Property Rights in the PAF are and shall remain the property of Australia Post. Nothing in this Agreement shall operate as an assignment of any Intellectual Property Right that exists in the PAF. The PAF may not be sold, copied or distributed without prior written permission from Australia Post.