

# Licence Agreement for the use of Canadian Address Data

between

Canada Post Corporation  
of

2701 Riverside DR Suite N0883, Ottawa ON K1A 0B1, Canada

(hereinafter referred to as “the Licensor”)

and

The QAS customer

(hereinafter referred to as “The Licensee”)

## 1. Definitions

“Data” covers the constantly updated file of addresses and postcodes for Canada provided to Licensee in QAS’s proprietary format.

“Licensee” means the customer using this Data incorporated into a QAS product and as named in the QAS order confirmation form delivered with this licence pack.

“QAS” means QAS Ltd of George West House, 2-3 Clapham Common North Side, London SW4 0QL United Kingdom

“User” means a personal computer, workstation or terminal or peripheral device in your organisation which can access either directly or indirectly any of the Licensed Programs or any part of the Data.

“Number of Users” shall mean the number of personal computers, workstations or terminals which can access the Data.

Words and expressions defined in the QuickAddress Worldwide Licence Terms and Conditions shall bear the same meaning herein and shall be incorporated by reference.

## 2. Licence Grant

The Licensee is granted a personal non-exclusive licence (“the Licence”) by the Licensor to use the Data only for the Licensee’s business use in conjunction with the Licensed Programs. Such use is limited to the general purpose of searching and retrieval.

QAS is authorised by Licensor to manage this Licence on their behalf including monitoring your compliance with the terms and conditions of this Licence and all financial matters.

### **3. Duration**

This Licence agreement commences on the date on which the QuickAddress Worldwide software licence agreement (of which this Licence forms part) commences and continues until termination of the QuickAddress Worldwide software licence.

### **4. Property Rights**

The copyright and any other intellectual property rights in the Data shall remain the exclusive property of the Licensor.

This Licence shall not operate as an assignment of any copyright or any other intellectual property right that may subsist in the Data.

The Licensee shall not remove any proprietary notices of Licensor or QAS placed on the Data or Licensed Programs or on reports generated through the use of the Data or Licensed Programs or on any media on which the same are supplied.

The provisions of this clause shall continue to operate after the termination of this licence.

### **5. Licence Restrictions**

The Licensee shall not at any time reproduce, publish, sell, let, lend or otherwise part with possession of the Data or relay or disseminate the Data but the Licensee may make a limited number of additional copies of each version of Data for backup and archival purposes only.

The Licensee shall ensure that any changes to the Number of Users specified in the QAS order confirmation are notified to QAS or QAS's agents (as the case may be) and that the Number of Users does not exceed the number and type purchased by the Licensee.

The Licensee is prohibited from making any form of extraction (which term, for the avoidance of doubt, shall not be deemed to include the extraction of individual addresses in the normal course of operation of the Licensed Programs) from the Data for any purposes whatsoever.

The Licensee shall have a reasonable mechanism or process in place to ensure that the Number of Users accessing the Data does not exceed the number of licences purchased.

The Licensee shall upon reasonable notice grant Licensor and its agents reasonable accompanied access during normal working hours to their premises, accounts and records relevant to this Licence for the purpose of verifying and monitoring the Licensee's compliance with its obligations under this licence.

This Licence does not grant or imply any grant of a licence to use any trade mark owned by Licensor.

The Licensee shall comply with all requirements of the applicable Data Protection Acts or their local equivalent relevant to their possession or use of the Data.

## **6. Fees**

QAS will include in its initial and annual licence fees to you, an amount for the fees due to Licensor for use of Data. Payment by Licensee to QAS of their invoices discharges your liability to Licensor for the relevant annual licence fees.

## **7. Liability of Licensor**

The Licensee acknowledges that the Licensor does not in any way warrant the accuracy or completeness of Data, and Licensor shall not be liable for any loss or damage howsoever arising out of or in connection with this Licence (or the QuickAddress Licence of which it forms part) or its termination.

The Licensee acknowledges that the Licensor is not liable in any way in respect of the products and or services provided by QAS or QAS's agents (as the case may be) to the Licensee.

## **8. Assignment**

The Licensee shall not assign or sub-contract this Licence or any part of it.

## **9. Termination**

If any agreement between Licensor and QAS, or between QAS or QAS's agents and the Licensee (of which this Licence forms part) for the provision of the Data or services or products incorporating Data is terminated, this Licence will automatically be terminated.

On termination of this Licence the Licensee shall either return to QAS or QAS's agents (as the case may be) all copies of the Data supplied to it under this Licence or the Licensee shall confirm in writing to QAS or QAS's agents (as the case may be) that all Data to the extent that it is capable of being deleted or destroyed, has been so deleted or destroyed.

## **10. Law**

This Licence shall be deemed to have been granted in Canada and shall be subject to the laws in force in Ontario, Canada.

## Addendum for the use of Canadian Address Data in QAS Batch

If the Licensed Products include Canadian Address Data for use in QAS Batch, the following additional terms will apply:

QAS Batch with Canadian data incorporates technology from Prism X-SYS ("the Prism Technology").

**Ownership:** PRISM X-SYS and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Prism Technology and all copies thereof.

**Trademarks:** Prism X-SYS and other trademarks contained in the Prism Technology are trademarks or registered trademarks of PRISM X-SYS, Inc. in Canada, the United States and/or other countries. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. Licensee may not remove or alter any trademark, trade name, product name, logo, copyright or other proprietary notices, legends, symbols or labels in the product. This License does not authorize Licensee to use PRISM X-SYS's or its licensors' names or any of their respective trademarks.