

# License Agreement for the Use of the Official Address and Postcode Data

between

Deutsche Post Direkt GmbH  
Heinrich-Konen-Straße 1  
53227 Bonn

(hereinafter referred to as "the Licensor")

and

the QAS end customer (hereinafter referred to as "the Licensee")

## Preamble

Deutsche Post Direkt GmbH holds the sovereign rights to the official address and postcode data for the Federal Republic of Germany. This data is constantly being updated. Using a software program from QAS Systems, George West House, 2-3 Clapham Common North Side, London, SW4 0QL, it is possible for the Licensee to access the official address and postcode data and/or to correct postal addresses himself based on this address and postcode data. QAS is authorised by Licensor to manage this agreement on their behalf including monitoring your compliance with the terms of this Agreement and all financial matters.

## 1 Subject matter of the contract

1. The Licensor hereby grants a license to the Licensee, via QAS, to use the official address and postcode data of Deutsche Post Direkt. The address and postcode data (Large Street Directory) is incorporated in a QAS product.
2. Depending on the application, the customer either accesses the data individually (single access) or using mass data processing (batch access). The corresponding price structure contained in the agreement with QAS shall apply.
3. For this purpose, the Licensor hereby assigns to the Licensee the number of licences (number of users accessing the data) specified by QAS in its documentation for the non-exclusive use of the official address and postcode data, in accordance with the terms and conditions of this contract as stated below. Access to the data is by batch and/or individual access, as specified by QAS in its documentation.
4. For each license, the Licensor will supply the Licensee (via QAS Systems) with regular updates of the official address and postcode data on data media, to include in particular any changes to the address and postcode data.
5. The Licensee may request an increased number of user licenses. In this event, the prices which apply shall be those shown on the current price list, or contained in an alternative written agreement with the Licensor.
6. The Licensor is not obliged to connect up the official address and postcode data and updates to existing systems or to match them to such systems. Other services, such as installing computer systems, adapting software to meet the special needs of the Licensee, creating interfaces or providing other programming services, training users or maintaining the computer program, are not covered by this contract.
7. The Licensor does not make any warranties regarding any key features of the software.
8. The Licensor may assign individual obligations under this contract to third parties.

## 2 Scope of use

1. The address and postcode data is protected by the provisions of Articles 69a ff. of the German Copyright Act. The Licensor does not assign to the Licensee any right of use or any right of exploitation other than in relation to the use of the product received. Further technical adaptation of the computer program to meet the Licensee's needs as a user, and the further development of the software, will be carried out solely by the software manufacturer.
2. Each licence acquired allows the Licensee to use the official address and postcode data on a single workstation in his local network, for his own purposes. The address and postcode data shall be deemed to have been used if it is loaded into working memory (i.e. RAM), or installed on a permanent storage medium (e.g. hard disk, CD ROM or other storage medium). If the Licensee uses the address and postcode data on different workstations via a network, the corresponding scales of prices and licences in section 3.1 or section 3.2 shall apply. In these circumstances, the Licensee is obliged to inform QAS of the exact number of PCs which have access to the data, and of the type of access and scope of use.
3. The Licensee must obtain the written permission of the Licensor (via his software supplier) before moving the computer equipment on which the address and postcode data is installed to another location.

4. The Licensee is not entitled to use the address and postcode data to carry out work for third parties or at third party premises, or to hand the address and postcode data over to third parties, or to allow third parties to access it\*. For the purposes of this condition, third party shall mean any legal or natural person, i.e. it includes any company which is dependent on the Licensee as defined in Articles 15 ff. of the German Companies Act, or which is the parent company, if the Licensee is a dependent or controlled enterprise.
5. The Licensee is obliged to agree exceptions to paragraph 2.4 with QAS in writing. In such cases the price structures in sections 3.3 or 3.4 as applicable shall apply.
6. The Licensee is not entitled to dispose of the address and postcode data. The Licensee must keep the address and postcode data free from any encumbrances, and must notify the Licensor in writing if any third parties gain access to it.

\* Exceptions require the prior written permission of QAS.

### 3 Consideration / Prices

The prices laid down in the agreement with QAS shall apply. These are as follows:

#### **3.1.) Batch access**

The licence fee for first-time supply and per update for batch application is as follows:

<b>No. of licences / users</b>	<b>Licence fee Year 1</b>	<b>Licence Fee Year 2 and subsequent years</b>	<b>No. of licences / users</b>	<b>Licence fee Year 1</b>	<b>Licence Fee Year 2 and subsequent years</b>
1	DM 11,200.00	DM 6,400.00	16 - 19	DM 30,050.00	DM 11,400.00
2 - 3	DM 15,050.00	DM 7,400.00	20 - 29	DM 33,800.00	DM 12,400.00
4 - 5	DM 18,800.00	DM 8,400.00	30 - 39	DM 37,550.00	DM 13,400.00
5 - 9	DM 23,750.00	DM 9,400.00	40 - 49	DM 45,050.00	DM 15,400.00
10 - 15	DM 26,300.00	DM 10,400.00	over 50	<b>On request</b>	

Note:

A, Where there are more than one user, then the particular band detailed above is used and covers all users. For example if there are 7 users, then the 5-9 band is applicable and covers all 7 users.

B, All the above fees are in DM.

#### **3.2.) Individual access**

Number of clients with access / Licences: Price DM per year incl. updates for checking individual addresses in a network scenario:

<b>Number of licences / users</b>	<b>Licence fee per year incl. updates</b>
1 - 5	DM 950.00
6 - 50	DM 1,034.00
51 - 100	DM 2,025.00
101 - 250	DM 4,914.00
251 - 500	DM 9,655.00
< 1,000	DM 18,275.00
> 1,000	<b>On request</b>

Note:

A, Where there are more than one user, then the particular band detailed above is used and covers all users. For example if there are 20 users, then the 6-50 band is applicable and covers all 20 users.

### **3.3.) Individual access by service providers**

Number of clients with access / Licences: Price DM per year incl. updates for checking individual addresses in a network scenario:

<b>Number of licences / users</b>	<b>Licence fee per year incl. updates</b>
1 - 5	DM 2,850.00
6 - 50	DM 3,102.00
51 - 100	DM 6,075.00
101 - 250	DM 14,742.00
251 - 500	DM 28,965.00
< 1.000	DM 54,825.00
> 1.000	On request

### **3.4.) Address clean-up performed by service providers using batch processing**

DM 0.01 per address provided by the service provider's customers for processing.

### **3.5.) Individual access through the use of an Internet site**

DM 0.01 per address accessed

All prices are net of VAT at the current statutory rate and delivery costs

All licence fees due to Licensor are included by QAS in their initial and annual licence fees and invoiced to Licensee by QAS.

QAS are authorized by Licensor to collect Licensor's fees as part of the QAS invoice to Licensee. Accordingly, payment by Licensee to QAS of their invoice discharges your liability to Licensor for the relevant licence fees.

#### **4 Duration**

This Licence Agreement commences on the date on which the QAS agreement commences and continues until termination of the QAS licence either as a whole or in respect of the Licensor's address and postcode data only pursuant to clause 17.1 (d) or (e) Termination of the QAS Licence.

On termination of the agreement, the Licensee shall automatically be obliged to cease using the official address and postcode data supplied by the Licensor, and to destroy all data media relating to the address and postcode data.

#### **5 Guarantee**

No guarantee is given as to the completeness or accuracy of the address and postcode data. In the event of any obvious defects, complaints must be made immediately after delivery. If a defect cannot be rectified by supplying a replacement, the Licensee may choose either to pay a reduced licence fee or to cancel this agreement.

#### **6 Liability**

1. The Licensor shall not be liable for any defects attributable to erroneous information, documents or materials supplied by/belonging to the Licensee.
  2. The Licensor shall not be liable for any failure of the use of the software to yield results, any loss of profits, any savings which fail to appear, or any indirect losses or consequential losses.
  3. The Licensor shall not be liable for recovering data.
  4. These limitations of liability do not apply to losses which are the result of deliberate action or gross negligence. Nor do they restrict any liability arising under legislation covering liability for defective products.
- 7 Confidentiality, data protection**

1. Each party to this agreement undertakes to treat as confidential for an indefinite period any information which it obtains about the other party through this contractual relationship. As well as organisational procedures, this also applies in particular to all information which is described as confidential or is identifiable as a trade or business secret. Unless it is necessary in order to fulfil the purposes of this agreement, no records or information are to be passed on to third parties.
2. The parties to this agreement shall comply with the provisions of data protection legislation.
3. Any third parties who become involved shall be notified of the above obligations by the parties to this agreement.

## 8 Monitoring rights

The Licensor is entitled to investigate compliance with the conditions governing use of the data, at any time during the Licensee's normal business hours, or may arrange for such investigations to be carried out by a member of an advisory profession obliged to observe professional secrecy appointed by him (lawyer, tax advisor, accountant).

## 9 Other terms agreed upon

1. This contract is a constituent part of the QAS contract and takes effect when the QAS contract is accepted. All provisions governing the subject matter of this agreement are contained in the contract. There are no additional agreements, either verbal or in writing. Any amendments or alterations to this contract must be in writing.
2. In the event of any provision of this contract being invalid, the validity of the remainder of the contract shall not be affected. The parties undertake to replace any invalid provision with a valid term whose commercial effect comes as close as possible to the original term and corresponds best to the purpose of the agreement.
3. This contract is governed by the laws of the Federal Republic of Germany; the legal venue is Bonn.

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A Deutsche Post AG  
company  
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Managing Director  
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Company registration no.

Sort code: 370 100 50

Visitors' address

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Prepared: 11/08/2000

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