

END USER AGREEMENT

WARNING: Under no circumstances will Royal Mail authorise the supply of Redirection Information to an End User prior to the Product Reseller having obtained the End User's acceptance of the terms of this Licence.

[The Product shall only carry out Individual Look Ups where the Product Reseller is entitled to provide this service under its Agreement with Royal Mail and where the End User is not a Public Body.]

RECITALS:

- A. Royal Mail provides the Redirection Service to Redirection Customers who wish to have mail addressed to them forwarded to a new address. To apply for this service, Redirection Customers complete the Redirection Form, including their Redirection Information. Alternatively, similar details will be provided to Royal Mail when a Redirection Customer orders the service over the telephone or online. Royal Mail then inputs Redirection Information onto a computerised database.
- B. Royal Mail licenses the Product Reseller to use the NCOA® Update Database to create, modify and/or enhance its Product in order that Product Resellers may develop and sell the Product to End Users.
- C. The End User has requested access to the Product from the Product Reseller in order to update its customers' records contained in the Customer Database. The use of the Redirection Information is conditional upon the End User accepting the terms of this Licence with Royal Mail.

AGREEMENT:

1. Definitions and Interpretation

- 1.1. In this Licence, where the context allows, the following words and expressions have the following meanings:

"Agreement" Royal Mail's agreement with the Product Reseller under the terms of which Royal Mail licenses the Product Reseller to use the NCOA® Update Database to create, modify and/or enhance its Product;

"Batch Processing" the use of the Product to carry out automated electronic processing of a batch of Customer Records in a Customer Database against Redirection Information in the NCOA® Update Database for the purpose of identifying Matches;

"Confidential Information" any information of a confidential or proprietary nature (irrespective of the form, presentation or communication including computer software and data, physical objects and samples and, in the case of Royal Mail, the Redirection Information, whether before or after it is incorporated into a Customer Database) relating to the business, operations, customers, processes, budgets, product information, know-how and/or strategies of either Party;

"Customer Database" an electronic compilation of Customer Records;

"Customer Record" the name and address of a current or lapsed customer or Enquirer of the End User which have been lawfully and fairly obtained by the End User solely for the purposes of marketing, commercial communications or customer administration and where the End User is a Public Body, such references to "customer" shall be deemed to mean any individual over whom such Public Body has or exercises competence under its statutory powers or duties;

"Data Protection Requirements" the DPA, Directive 95/46/EC of the European Parliament, the Electronic Communications Data Protection Directive 2002/58/EC and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation and/or regulations implementing them or made in pursuance of them including where applicable the guidance and codes of practice issued by the Information Commissioner;

"Decryption Process" the codes, methodology and/or medium to be deployed to decrypt, use or activate the Product;

"DPA" the Data Protection Act 1998;

"EEA" the European Economic Area comprising, for the time being, the EU member states, Norway, Iceland and Liechtenstein;

"Enquirer" an individual or a company who or which has enquired with the End User about a service or product of the End User and/or has responded to an offer or invitation from the End User regarding information relating to such service or product;

"Individual Look Up" the use of the Product to carry out electronic processing of an individual Customer Record against Redirection Information in the NCOA® Update Database for the purpose of identifying a Match;

"Intellectual Property Rights" all intellectual property rights including copyright and related rights, database rights, trade marks and trade names, patents, topography rights, design rights, trade secrets, know-how, and all rights of a similar nature or having similar effect which subsist anywhere in the world, whether or not any of them are registered and applications for registrations, extensions and renewals of any of them;

"Law"

(i) any applicable statute or proclamation or any delegated or subordinate legislation;

(ii) any enforceable Community right within the meaning of section 2(1) of the European Communities Act 1972;

(iii) any applicable guidance, direction, determination or regulations with which either Party is bound to comply to the extent that the same are publicly available or the existence or contents of them have been notified to the other Party;

(iv) any applicable judgment of a relevant court of law which is binding precedent in England,

in each case in force at any time during the term of this Licence;

"Licence" this licence between the Parties;

"Match" a tracking match where through Processing, a name and address contained in the Customer

Database is matched to the Old Address in the Redirection Information;

"NCOA® Update Database" a database containing Redirection Information selected, arranged and compiled by Royal Mail using data from the Redirection Forms completed by Redirection Customers and stored on electronic media and including any updates to it;

"New Address" the address specified by a Redirection Customer as that to which mail should be redirected, as subsequently amended by Royal Mail, if necessary, to ensure that the address information is correct for Royal Mail's postal purposes and in respect of which permission is granted by the Redirection Customer for Royal Mail to use such information for the purposes of updating address information;

"Old Address" the address specified by a Redirection Customer as that from which mail should be redirected, as subsequently amended by Royal Mail, if necessary, to ensure that the address information is correct for Royal Mail's postal purposes;

"Party" the End User or Royal Mail, as applicable (together, the "Parties");

"Permitted Purpose" carrying out Processing and in relation to any Match, updating the Customer Records by either (i) replacing the Old Address of the existing customer or Enquirer which forms part of the relevant Customer Record with the relevant New Address, or (ii) appending the relevant New Address to the Old Address in the Customer Record;

"Processing" Batch Processing and/or Individual Look Ups, as per the agreement between the End User and the Product Reseller;

"Product" the product, service or solution which is modified or enhanced by, incorporated with, created using, derived from or involves the supply or the making available of the Redirection Information;

"Product Reseller" the individual, company or other legal entity which is licensed by Royal Mail Group Limited to use the Redirection Information in the Product and which directly or indirectly is providing access to the Product to the End User;

"Public Body" any department, office or agency of Her Majesty's Government or any local government authority or agency or any other public authority;

"Redirection Customer" a customer of the Redirection Service whose post is, at the relevant time, being redirected by Royal Mail from the relevant Old Address to the relevant New Address pursuant to such service;

"Redirection Form" the application form for individuals who wish to use the Redirection Service;

"Redirection Information" in relation to each Redirection Customer, their name, Old Address and New Address extracted from the relevant Redirection Form;

"Redirection Service" Royal Mail's service for the redirection of mail provided to members of the public who have requested such service whereby mail which has been addressed to their Old Address is redirected to and delivered at their New Address;

"RIPA" the Regulation of Investigatory Powers Act 2000;

"Royal Mail" Royal Mail Group Limited, a company registered in England & Wales under registered number 04138203 whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ.

1.2

In this Licence unless the context otherwise requires:

- (i) references to one gender include references to all genders and references to the singular include the plural and vice versa;
- (ii) clause headings are for convenience only and will not affect the construction of this Licence;
- (iii) any reference to an enactment or statutory provision is a reference to it as it may have been or may from time to time be amended, replaced or re-enacted;
- (iv) references to "persons" shall include references to individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (v) any phrase introduced by the expressions "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (vi) references in this Licence to the "NCOA® Update Database" shall be deemed to include Redirection Information or any part of it, as the context so requires.

2.

Licence

2.1.

In consideration of the End User complying with the terms of this Licence, Royal Mail grants to the End User a non-exclusive, non-transferable, revocable right in the EEA to access and use the Redirection Information accessed as part of its use of the Product for the Permitted Purpose only. The End User shall in no circumstances use the Redirection Information for the purpose of detecting fraud or money laundering.

2.2.

The End User warrants and undertakes that any Customer Database (in respect of which Processing is being performed) is owned or licensed by the End User for the End User's own use and comprises only Customer Records used for the purposes of marketing, commercial communications and routine administration. In each case, the address in each Customer Record will be complete to the best of the End User's knowledge prior to Processing.

2.3.

Except as expressly permitted in this Licence, the End User must not at any time reproduce, publish, sell, let, lend, extract, utilise, process or otherwise disclose or part with possession of the Redirection Information or the Customer Database after Processing (in whole or in part), either directly or indirectly, and the End User must treat Redirection Information as Confidential Information.

2.4.

The End User may only use the Redirection Information for the Permitted Purpose. For the avoidance of doubt, the End User must:

- (a) ensure that Redirection Information supplied by way of a Match is immediately integrated into the Customer Records;
- (b) not create a list, compilation or database of Matches or matched Customer Records following Processing, or in any way separate out the Customer Records that have been matched with Matches; and

- (c) not try to access, extract, utilise or process Redirection Information except through Processing and not carry out any Individual Look Ups or any other means of looking up Redirection Information concerning a specific individual where this is not expressly permitted by Royal Mail for the Product Reseller.
- 2.5 The End User must pay the Product Reseller for all Matches it obtains through its use of the Product.
- 2.6 The End User agrees to indemnify and keep indemnified Royal Mail against all losses, costs, claims and damages suffered or incurred by Royal Mail directly or indirectly as a result of a breach of any provision of this Licence by the End User.
- 2.7 In the case that the End User is a Public Body, the End User acknowledges that use of the Product shall not include the use of the NCOA® Update Database or the provision of the Redirection Information in any circumstances in which it is envisaged under Chapter II of RIPA that a notice would be issued by or on behalf of the End User under and in accordance with section 22 of that Act requiring the disclosure of the relevant Redirection Information (taking into account the Code of Practice on Acquisition and Disclosure of Communications Data issued pursuant to section 71 of that Act).
- 2.8 In the case that the End User is a Public Body, the End User agrees that it does not require the provision of any Redirection Information such that it is envisaged under Chapter II of the RIPA that a notice will be issued under section 22 of that Act requiring the disclosure of the relevant Redirection Information for any purpose and the End User undertakes that if it shall require any Redirection Information as so envisaged under RIPA, it will use and apply the notice procedure provided for in section 22 of that Act to obtain such Redirection Information.
- 2.9 The End User must not modify the Product at any time and must not pass the Product or copies thereof nor the Decryption Process to any third party.
- 2.10 At any time during the term of this Licence, on the provision of two Working Days' notice from Royal Mail, the End User shall give Royal Mail and its agents reasonable accompanied access during working hours to its premises, computer systems, accounts, documents and records for the purpose of verifying and monitoring the End User's compliance with this Licence.
- 2.11 The End User shall ensure the centralised allocation and storage of all material relevant to the Decryption Process. The End User shall, in addition, ensure that all details and data concerning the Decryption Process are treated as Confidential Information and shall provide details of the Decryption Process to its own employees or subcontractors only on a strictly 'need to know' basis for the purpose of performing its obligations under this Licence.
- 2.12 In the case that the End User is a Public Body, the End User acknowledges that the Product Reseller shall not be entitled to allow the Product to provide Individual Look Ups.
- 3. Liability of Royal Mail**
- 3.1 The End User acknowledges that Royal Mail does not warrant:
- (a) the accuracy and/or completeness of the Redirection Information;
- (b) that the NCOA® Update Database contains the names and addresses of all Redirection Customers; nor
- (c) that the NCOA® Update Database does not infringe the Intellectual Property Rights of any third party.
- 3.2 The End User agrees that Royal Mail will not be liable for any loss or damage (whether direct or indirect) however arising from the use by the End User, or performance of, Redirection Information, with the exception of death or personal injury caused by Royal Mail's negligence.
- 3.3 The End User acknowledges that Royal Mail will not be liable to the End User in respect of its use of the Product.
- 3.4 The End User acknowledges that Royal Mail will not be obliged in any circumstances to provide Redirection Information or related services directly to the End User.
- 4. Property Rights in Redirection Information**
- 4.1 The Intellectual Property Rights in Redirection Information supplied to the End User as part its use of the Product shall remain at all times the property of Royal Mail.
- 4.2 The licence to use the Redirection Information is personal to the End User. The End User may not license or assign the Intellectual Property Rights in the Redirection Information except as expressly permitted under this Licence or as otherwise agreed in writing by Royal Mail. For the avoidance of doubt, this Licence does not operate as an assignment by Royal Mail to the End User of any Intellectual Property Rights that might subsist in or relate to the Redirection Information.
- 4.3 The End User acknowledges that it will not acquire any rights of any nature in or in relation to the Redirection Information as a result of the End User's use beyond those rights specifically granted in this Licence. If the End User challenges the validity of the Intellectual Property Rights in or relating to the Redirection Information or Royal Mail's title to those Intellectual Property Rights Royal Mail may suspend or terminate this Licence with immediate effect by giving notice to the End User.
- 4.4 The End User will not do or permit the doing of anything within its control which will prejudice in any way whatsoever the name of Royal Mail or the rights of Royal Mail in the Redirection Information and will give immediate notice to Royal Mail upon the End User becoming aware of anything which may prejudice the name of Royal Mail or the rights of Royal Mail in the Redirection Information.
- 4.5 The End User undertakes to Royal Mail that it will give immediate notice to Royal Mail upon its becoming aware of any unauthorised use of the Redirection Information or any other of the Intellectual Property Rights of Royal Mail.
- 4.6 Royal Mail may bring any action for any such unauthorised use on behalf of itself and at its cost and the End User shall co-operate fully in any such action. The End User is not granted any separate right of action relating to Royal Mail's Intellectual Property Rights in respect of any such unauthorised use and disclaims any such separate right that it may have as far as such a disclaimer is permitted by Law.
- 4.7 Upon termination of this Licence, the licence in Clause 2 shall continue in respect of Redirection Information that has been supplied to the End User through its use of the Product and incorporated into the Customer

Database as at the date of termination provided that the End User continues to use such Redirection Information for the Permitted Purpose and in accordance with the limits on use of Redirection Information contained in this Licence which shall continue to operate in respect of such Redirection Information after the termination of this Licence.

- 4.8. The provisions of this Clause will continue to operate after the termination of this Licence.

5. Data Protection

- 5.1. The Parties' attention is drawn to the Data Protection Requirements. The End User acknowledges that Royal Mail is the data controller in respect of any personal data contained in the Redirection Information. Royal Mail acknowledges that the End User is the data controller in respect of any personal data contained in the Customer Database.

- 5.2. The End User acknowledges that the terms of this Licence are structured in order to comply with the Data Protection Requirements. The End User undertakes that it will use the Redirection Information only in accordance with the Permitted Purpose and will not do or omit to do any act which would place it or Royal Mail in breach of the Data Protection Requirements.

- 5.3. Each Party undertakes 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.

- 5.4. In processing personal data, the End User shall at all times take all appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

- 5.5. The End User agrees to comply with the Data Protection Requirements as they apply to its use of Redirection Information (including compliance with any data protection notices and opt out wording on the Redirections Form as amended from time to time by Royal Mail) and to make any notification required under the DPA.

- 5.6. The End User must not disclose, pass or sell all or part of the Redirection Information outside the EEA without the prior written consent of Royal Mail.

6. Assignment

The End User must not assign, sub-contract or otherwise deal with this Licence, or any part of it.

7. Termination

- 7.1. If the Agreement expires or is terminated for any reason, this Licence will automatically be terminated.

- 7.2. Royal Mail may terminate this Licence at any time if the End User fails to comply with any of its terms.

- 7.3. Royal Mail may terminate this Licence immediately if the End User brings Royal Mail into dispute.

- 7.4. Royal Mail may terminate this Licence immediately if the End User becomes unable to pay its debts (within the meaning of section 123(1)(e) or (2) of the Insolvency Act 1986), admits its inability to pay its debts or becomes insolvent; or (ii) a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the End User; or (iii) an administrative or other receiver,

manager, trustee, liquidator, administrator or similar person or officer is appointed to the End User and/or over all or any part of the assets of the End User; or (iv) the End User enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally; or (v) anything equivalent to any of the events or circumstances stated in (i) to (iv) inclusive occurs in any applicable jurisdiction.

- 7.5. The termination of this Licence will not affect liability for preceding breaches.

8. Confidentiality

- 8.1. The End User agrees that it shall, in relation to any Confidential Information:

(a) keep it confidential and not disclose it to any other person other than to its professional advisers, employees, agents and sub-contractors on a need to know basis;

(b) not copy or reproduce any part of the Confidential Information except as permitted under this Licence without the prior written approval of the other Party;

(c) apply to the Confidential Information no lesser security measures and degree of care than those which it takes in protecting its own confidential information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information; and

(d) use the Confidential Information only for the purposes of this Licence.

- 8.2. The End User shall take all reasonable measures to ensure that its professional advisers, employees, agents and sub-contractors comply with the terms of this Clause 8.

- 8.3. The obligations contained in this Clause 8 shall not apply to any Confidential Information which:

(a) was, is or has become lawfully available to the public otherwise than through breach of this Licence;

(b) was disclosed to either Party by a third party legally in possession of the Confidential Information and who was not restricted from disclosing it; and

(c) was independently created by or already in the possession of either Party.

- 8.4. The Parties agree that Clause 8.3(a) shall not apply to any Redirection Information.

- 8.5. Either Party who is required by a court of law or other competent jurisdiction or any other regulatory authority to disclose any Confidential Information in order to comply with any such law or order of any such Court or regulatory authority may do so, but that Party must, where reasonably practicable, give the other Party not less than seven (7) days' notice of such disclosure.

9. General

- 9.1. This Licence records the entire agreement between the Parties and supersedes all earlier agreements and representations by the Parties on the subject matter of the Licence. This Clause does not exclude liability for any fraudulent misrepresentation by either Party.

- 9.2. The rights, powers and remedies provided in this Licence are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by Law, or otherwise.
- 9.3. Nothing in this Licence shall (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent for any purpose between the Parties.
- 9.4. The failure to exercise, or delay in exercising, a right, power or remedy provided by this Licence or by Law shall not constitute a waiver of that right, power or remedy. If a Party waives a breach of any provision of

this Licence this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

- 9.5. This Licence is subject to English Law. The Parties agree to submit to the exclusive jurisdiction of the English courts.

- 9.6. In the event that the Product Reseller and the End User enter into a separate licence relating to the access and use of the Product, the terms of this Licence may not be varied or superseded by, and will prevail over, any such licence.

Dated

Signed

Full name

Position

By the Product Reseller **[insert company name]** for and on behalf of Royal Mail Group Limited

Dated

Signed

Full name.....

Position

For and on behalf of

[Insert full details of End User company]