

ORDNANCE SURVEY DATA END USER LICENCE

1. Background

1.1. These provisions embody requirements imposed upon QAS by Ordnance Survey. In this Appendix the following words will have the following meanings:-

"Contractor Licence"	means a licence in the form specified by Ordnance Survey (a copy of which is available from QAS upon request) which may be granted by the Customer to a permitted subcontractor of the Customer in connection with the Customer's (but not the permitted subcontractor's) use of Ordnance Survey Data;
"Data"	means any text, graphics, audio, visual (including still visual images) and/or audio-visual material, software applications, data, database content or other multimedia content, information and material;
"Derived Data"	means the Data and all data which are adapted, extracted or reutilised from Ordnance Survey Data by QAS or any person authorised by QAS in accordance with this Agreement;
"Ordnance Survey"	means The Secretary of State acting through Ordnance Survey whose principal place of business is at Romsey Road, Southampton UK SO16 4GU;
"Ordnance Survey Agreement"	means the Agreement between Ordnance Survey and QAS relating to the provision by Ordnance Survey to QAS of Ordnance Survey Data as varied from time to time;
"Ordnance Survey Data"	means Data owned by or licensed to Ordnance Survey and supplied by Ordnance Survey to QAS pursuant to the Ordnance Survey Agreement where applicable Derived Data.

2. Restrictions

2.1. The Customer undertakes that it shall:

- 2.1.1. only use the Ordnance Survey Data as part of the Licensed Products;
- 2.1.2. not at any time conduct its business in a manner which would reflect unfavourably on the Ordnance Survey Data and on the good name and reputation of Ordnance Survey;
- 2.1.3. not by itself or with others participate in any illegal, deceptive, misleading or unethical practices including, but not limited to disparagement of the Ordnance Survey Data or Ordnance Survey or other practices which may be detrimental to the Ordnance Survey Data or Ordnance Survey;
- 2.1.4. at all times display, demonstrate and otherwise represent the Ordnance Survey Data fairly in comparison with competitive products (to the Ordnance Survey Data) from other suppliers;

- 2.1.5. not hold itself out or describe itself as Ordnance Survey's agent or in any way pledge Ordnance Survey's credit;
- 2.1.6. not make any promises or representations or give any warranties, guarantees or indemnities in respect of Ordnance Survey Data except as expressly authorised by QAS;
- 2.1.7. use all reasonable endeavours to ensure that it uses all adequate technological and security measures including, without limitation, such measures as QAS (acting upon the instruction of Ordnance Survey) may recommend from time to time, to ensure that all Ordnance Survey Data which the Customer holds or is responsible for is secure from unauthorised use or access and is only used in accordance with the terms of this Agreement; and
- 2.1.8. permit QAS to disclose the Customer's details (including name, relevant address, telephone numbers and nature of the Customer's business) to Ordnance Survey from time to time.

3. Liability Of Ordnance Survey To The Customer

- 3.1. The Customer acknowledges and agrees that to the fullest extent permitted by law Ordnance Survey shall in respect of the Ordnance Survey Data have no liability whatsoever directly and/or indirectly to the Customer (or any person who on behalf of the Customer is a permitted user of the Ordnance Survey Data pursuant to this Agreement).

4. Termination

- 4.1. Upon the termination or the expiration of that part of the Ordnance Survey Agreement applicable to the Ordnance Survey Data provided to the Customer under the terms of this Agreement this Agreement will automatically terminate forthwith (without any obligation of QAS to give notice) and without any liability to the Customer.
- 4.2. The Customer shall within thirty (30) days of termination of this Agreement (howsoever arising) destroy (or arrange for the destruction of) all Ordnance Survey Data in all media (including any Ordnance Survey Data embedded in any other material) which Customer holds or is responsible for and at QAS' request, provide QAS with a sworn statement by a duly authorised executive that the Customer no longer holds any such Ordnance Survey Data provided always that the Customer shall be entitled to retain paper copies of material containing Ordnance Survey Data whether or not derived from digital copies.
- 4.3. The provisions of paragraphs 3 and 6 of this **Error! Reference source not found.** shall continue in full force and effect notwithstanding the termination or expiration of this Agreement.

5. Trademarks

- 5.1. The Customer shall:
 - 5.1.1. ensure that any use of the name Ordnance Survey and any other Ordnance Survey trade marks must show the

appropriate trade mark notification in accordance with QAS' instructions from time to time;

- 5.1.2. not tamper with or remove any trade mark symbols or notices; and
- 5.1.3. will not under any circumstances use or apply for registration of any trade mark in respect of Ordnance Survey's trade names or registered or unregistered trade marks or any part of them, nor use or apply to register any trade mark similar to or likely to be confused with any of them, nor register any domain name which is the same as, similar to or likely to be confused with any of Ordnance Survey's trade names or registered or unregistered trade marks or domain names.

6. Ownership Of Ordnance Survey Data

- 6.1. The Crown (or where applicable, Ordnance Survey's suppliers) owns the Intellectual Property Rights in the Ordnance Survey Data. All Ordnance Survey Data licensed under this Agreement shall remain the property of the Crown (or where applicable, Ordnance Survey's suppliers) and the Customer's use or possession of any Ordnance Survey Data does not give the Customer any ownership of or other interest in any of the Ordnance Survey Data. Title to any copies that the Customer makes of Ordnance Survey Data shall pass to Ordnance Survey on their creation.
- 6.2. The Customer shall be responsible for all loss of or damage to Ordnance Survey Data from the time delivered to or made available for collection by the same are delivered to the Customer.
- 6.3. If the Customer fails to destroy any copies of Ordnance Survey Data when required under this Agreement the Customer grants QAS the right (including any licence required) to enter upon any premises the Customer owns, occupies or controls where QAS has the reasonable believe that the Ordnance Survey Data are situated and destroy them.

7. Variation

- 7.1. Subject to the provisions of paragraph 7.2 QAS reserves the right at any time to change the Specification (to the extent that such changes relate to Ordnance Survey Data) or amendment the fees and charges payable in respect of the Ordnance Survey Data where such charges are imposed upon QAS by Ordnance Survey.
- 7.2. Any change referred to in paragraph 7.1 shall become incorporated into this Agreement on the date which QAS shall specify in a written notice to the Customer. QAS shall use all reasonable endeavours (save where such charge is required by law) to give the Customer at least 30 days prior written notice of such changes unless such shorter period specified by Ordnance Survey.

8. Destroy Unused Ordnance Survey Data

- 8.1. The Customer shall, within thirty (30) days of any change to this Agreement becoming effective (either in accordance with paragraph 7 above or otherwise) which requires any Ordnance Survey Data to be destroyed then the Customer shall destroy (or arrange for the destruction of) all such Ordnance Survey Data in all media (including

any Ordnance Survey Data embedded in any other material) which Customer holds or is responsible for, or at QAS' option return (or arrange for the return of) all such Ordnance Survey Data to and at QAS' request provide a sworn statement by a duly authorised executive that the Customer no longer holds any such Ordnance Survey Data provided always that the Customer shall be entitled to retain paper copies of material containing Ordnance Survey Data whether or not derived from digital copies.

9. Auditing

9.1. Without prejudice to any other term of this Agreement the Customer agrees to comply with any reasonable instructions stipulated by QAS following any audit undertaken by QAS hereunder to the extent that such instructions relate to the Ordnance Survey Data or the Customers obligations relating thereto.

10. Suspending This Agreement

10.1. If Ordnance Survey gives QAS notice suspending the provision and licensing of the Ordnance Survey Data licensed under the terms of this Agreement QAS may give the Customer notice with immediate effect suspending the provision and licensing of the Ordnance Survey Data (including without limitation withholding further access to such data) until such time as QAS notifies the Customer in writing that the suspension has been lifted. During such period of suspension the Customer agrees not to use the Ordnance Survey Data.

11. WARRANTIES

11.1. The Customer acknowledges and agrees that Ordnance Survey shall have no liability whatsoever directly and/or indemnity to the Customer in respect of the Ordnance Survey Data and without limitation Ordnance Survey accepts no responsibility or liability whether in contract, tort (including negligence) breach of statutory duty or otherwise for any loss or damage of any nature arising from any use of the Ordnance Survey website or from any interruption or failure of any electronic transmission of Ordnance Survey Data.

12. SUB-CONTRACTOR

12.1. The Customer shall not be permitted to sub-contract any of its rights, obligations and/or activities under this Agreement to any third party ("the Contractor") unless it obtains QAS's prior written consent without limitation such consent relating to the Ordnance Survey Data to be conditional upon both the Customer and the Contractor agreeing and signing the Contractor Licence where the Customer shall be the "Sub licensor" referred to in the Contractor Licence and the Contractor shall be "the Contractor" referred to in the Contractor Licence (mutatis mutandis).

13. ADDITIONAL ORDNANCE SURVEY LICENCE TERMS

13.1. In respect of the Ordnance Survey Data known as "Address-Point, Address Layer and Address Layer 2" the attached Schedule will apply.

Schedule for Ordnance Survey Data known as Address-Point, Address Layer and Address Layer 2

1. The Customer may use the Ordnance Survey Data for their Standard Licensed Use only as set out in Appendix 1 to this Schedule.
2.
 - 2.1 The PAF® data contained in the Ordnance Survey Data is licensed to Ordnance Survey by Royal Mail® Group plc. PAF® and the copyright in PAF® shall remain the property of Royal Mail® Group plc. The Customer may not remove or tamper with any existing copyright notice attached to PAF and shall ensure that the following notice is reproduced on the packaging of any copies of, or material derived from PAF®:

"The copyright of all PAF® is owned by Royal Mail® Group plc"
 - 2.2 The Customer acknowledges and agrees that no warranties are given in respect of the PAF data including any warranties as to the accuracy or completeness of PAF and nor are any warranties given that PAF will meet the Customer's requirements and any such condition, warranty and/or representation, whether express or implied are hereby excluded to the maximum extent permissible by law.
 - 2.3 The Customer shall ensure that its use of the PAF Data contained in the Ordnance Survey Data is not inconsistent with Royal Mail Group plc's entry in the data protection register maintained by the Information Commissioner under the DPA.
 - 2.4 The Royal Mail End User licence at Appendix 2 forms part of this Schedule for the use of PAF data.

Appendix 1 Standard Licensed Use

Important notice

Any use of Ordnance Survey Data which is not expressly addressed in this Schedule under the definition of 'Standard Licensed Use' or which is not expressly permitted is prohibited. Any other use of Ordnance Survey Data may be made only with the express written agreement of Ordnance Survey in a form of a licence for the commercial use of such data, the terms and conditions for which are available on request.

1. Definitions

For the purposes of this Schedule:

Commercial Purposes means any purposes which seek to exploit the Ordnance Survey Data for financial gain or any purpose which is or is likely to place the use of the Ordnance Survey Data in competition with a third party who is seeking to exploit data licensed from Ordnance Survey for Financial Gain or for any other purpose;

Display means a single image with no size restriction, for example on display boards;

Excluded Bodies means any of the following:

- i. Central government departments, Crown bodies and non-departmental public bodies;
- ii. Local authorities;
- iii. Other public sector organisations (including companies in public ownership);
- iv. Utility companies managing fixed assets as follows:
 - Gas companies
 - Electricity companies
 - Water companies
 - Cable operators
 - Oil companies
 - Fixed line telecommunications companies;

Financial Gain means a benefit accruing where the Customer or any third party used by, or connected to, the Customer receives any revenue or credit for the publication or use of any Ordnance Survey Data in any format; and

Promotion(al) means bringing any product or service to the attention of actual or potential customers and where multiple copies are made in any media, the total map area at scale must not exceed A3 or 1250 square centimetres size.

2. Internal Business Use

- 1.1 Internal Business Use is defined as the use of Ordnance Survey Data in the ordinary day to day activities involved in the internal administration and running of the Customer's business or organisation.
- 2.2 Such use of Ordnance Survey Data is **only** permitted in the following circumstances:
 - 2.1.1 solely and explicitly for the administration and operation of the Customer's business or organisation (which excludes its supply to any third party unless expressly permitted in this Schedule);
 - 2.1.2 in reports and submissions to third parties (where such activities relate to the internal administration and running of the Customer's business or organisation and the Customer shall advise such third parties that such Ordnance Survey Data shall not be used for any other purpose), provided such reports and submissions do not carry paid for advertising in respect of third parties. Such use shall include electronic transmission of a graphic image that is a raster data file produced solely for the purposes of allowing such third party to view and print one copy;
 - 2.1.3 by the Customer's contractors and agents when undertaking any activity for the Customer which the Customer is permitted to undertake itself under this Schedule but solely and explicitly to provide the Ordnance Survey Data for the purpose of enabling them to provide goods or service to the Customer or to tender for the provision of such goods or services. The Customer must require such contractor or agent to sign a contractor licence with the Customer in the Form of the Contractor licence. The Customer must enforce the provision in such Contractor Licence which requires the contractor or agent to erase all copies of Ordnance Survey Data on or before termination of such Contractor Licence. This must include those held in paper based or any electronic format, provided that the Customer may permit such contractor or agent to retain one paper based archive copy of Ordnance Survey Data which is relevant and necessary to document the goods or service delivered to the Customer.
 - 2.1.4 where Ordnance Survey Data are available on an internal network or on a remotely accessible server operated by an electronic hosting service, the Customer must either take steps itself or enter into a written agreement in relation to the facilities provided by the electronic hosting service to provide for appropriate industry standard safeguards restricting third party access to any data of the Customer's which include or incorporate any Ordnance Survey Data;
 - 2.1.5 within any professional services provided by the Customer to its Customers provided that:

- a) the provision of Ordnance Survey Data is not a service in itself and does not form a significant part of any service offered by the Customer;
- b) Ordnance Survey Data may be provided only in paper form or by electronic transmission of a graphic image that is a raster file produced solely for the purposes of allowing the recipient to view and print one copy;
- c) only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used; and
- d) the use to which such Customers shall put the Ordnance Survey Data shall be for the administration and operation of its business (in the case of a business Customer);

provided that the rights referred to in this Section 2.2.5 shall not apply where the Customer is an Excluded Body.

2.2 For the avoidance of doubt the permission of Ordnance Survey Data for such supply of Ordnance Survey Data to third parties as specified in Section 2.2.3 above is given on the basis that the Customer remains responsible and primarily liable to Ordnance Survey for the acts and omissions of such contractors and agents.

2.3 Such use does **not** extend to use of the Ordnance Survey Data:

- 2.3.1 by any associated undertaking of the Customer, including associated, subsidiary, affiliated, holding or any parent or group companies or any other undertaking (save to the extent such associated undertaking is acting as a contractor or agent providing services pursuant to Section 2.2.3 or is a Customer for professional services pursuant to Section 2.2.5); or
- 2.3.2 save in the case of contractors and agents providing services pursuant to Section 2.2.3 or provision of professional services pursuant to Section 2.2.5, for any Financial Gain or commercial purposes of the Customer, whether the Ordnance Survey Data are used on their own or in combination with any products or services of the Customer or which convey any Financial Gain for the benefit of any person other than the Customer or its employees.

3 Conditions of use for publishing for display and/or promotional purposes

- 3.1 Subject to the restrictions in Section 3.2 below, Ordnance Survey Data may be published in paper form only for display and/or promotional purposes provided there is no Financial Gain, but only:
 - 3.1.1 as a background to display information specific to the Customer's activities;
 - 3.1.2 to promote the Customer's commercial or public services, provided that the use of Ordnance Survey Data is secondary to the Customer's services or business activities and is not a service or business activity in itself; or

- 3.1.3 in order to provide directional guidelines on how to locate the Customer's premises or a location relevant to the Customer's day to day business activities.

- 3.2 The following conditions apply to the publishing of the Ordnance Survey Data for Display and/or Promotional purposes by the Customer:
 - 3.2.1 the correct database right, copyright, trade mark acknowledgement and licence number must be used. Acknowledgements are always required and each individual image using Ordnance Survey Data must contain the appropriate acknowledgement(s). Non compliance will be regarded as a breach of your obligations under this Schedule and, without prejudice to any other rights, may incur royalties at our normal commercial use rates;

- 3.2.2 the Customer must overlay outputs generated using the Ordnance Survey Data with information that is specifically relevant to the purpose of the Display and/or Promotion. Use of Ordnance Survey Data in this manner must only be to demonstrate the services or activities to which the Ordnance Survey Data makes a significant contribution. Ordnance Survey Data must not be published on their own or in any format or as the primary or dominant part of any Display and/or Promotion and must always be combined with appropriate additional information relating to the Customer.
- 3.2.3 A visible background watermark to identify the source of the publication may be required by Ordnance Survey. The Customer shall choose its own method of applying a watermark from suitable alternatives. The purpose of the watermark is not to obscure or change the meaning of the Customer's message, but to establish the source of the material and to deter its use for other purposes.
- 3.2.4 When using the Ordnance Survey Data the Customer is to include a brief statement of the purpose of the publication and the reason why mapping information is included together with limitations for its further use. This can be placed anywhere within the document;
- 3.2.5 The Customer shall use all reasonable endeavours to prevent the improper use of the Ordnance Survey Data by its staff or any third parties;
- 3.2.6 Only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used;
- 3.2.7 Ordnance Survey Data must not be published in their original condition. Any publication must feature such additional element or content as are specifically relevant to the purpose to which they are put. Such additional content must be provided by the Customer and unless otherwise agreed with Ordnance Survey must be sufficiently significant to render the underlying Ordnance Survey Data unusable for any other purpose; and
- 3.2.8 Ordnance Survey Data must not be published electronically.

4 Statutory use

4.1 For the purpose of this Schedule:

- 4.1.1 **Statutory Obligation** means an express written obligation imposed by an Enactment upon the Customer, which requires the use of the Ordnance Survey Data to meet that obligation. This does not include a general obligation which

does not specifically refer to a product or service which is to be delivered by the Customer; and

- 4.1.2 **Enactment** means a statute or act of the Parliament of Great Britain and Northern Ireland or of the Scottish Parliament or of the National Assembly for Wales, or a statutory instrument or other delegated legislation, including without limitation any such enactment made after the date of this agreement.
- 4.2 The Customer is permitted to use Ordnance Survey Data to meet a Statutory Obligation.
- 4.3 The Customer is **not** permitted to exploit the Ordnance Survey Data in any way for commercial purposes or for Financial Gain other than as expressly provided in this Schedule, except pursuant to a separate Licence Agreement from Ordnance Survey permitting such activities.
- 4.4 Only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used.
- 4.5 Ordnance Survey Data must not be published in their original condition either in paper or electronic form. Any publication, both on paper and electronically, must feature such additional elements or content as are specifically relevant to the purpose to which it is put. Such additional content must be provided by the Customer and must be sufficiently significant to render the underlying Ordnance Survey Data unusable for any other purpose. When published electronically this additional content must be incorporated into the Ordnance Survey Data in a manner which does not allow them to be separated from each other.
- 4.6 Ordnance Survey Data must not be published electronically in a manner which will allow vector map data to be extracted from the published materials. For the avoidance of doubt, this means in whole, part or derived vector data.
- 4.7 The Customer may provide copies of Ordnance Survey Data to any other customer of Ordnance Survey which has a Statutory Obligation and which is a party to an agreement with Ordnance Survey by which such customer is licensed on specific terms to use Ordnance Survey Data, provided that:
- 4.7.1 it shall advise such customer that any such Ordnance Survey Data shall only be used under the terms of such customer's agreement with Ordnance Survey in relation to such customer's right to meet what in this agreement is described as a Statutory Obligation.
- 4.7.2 Within thirty (30) days of the end of each Quarter, it shall advise Ordnance Survey in writing of the names and addresses of each such customer to which it has supplied Ordnance Survey Data during such Quarter; and
- 4.7.3 It shall include with the media embodying such Ordnance Survey Data a notice in terms approved by Ordnance Survey stating that the media contains mapping data which are the property of the Crown and that any

unlawful use or copying other than for the purposes of viewing and printing is prohibited.

Appendix 2 Royal Mail End-User Licence

1 Definitions

1.1 **Multiple Residence Data** is the database or any part of it which contains address and postcode information for properties in the United Kingdom which are known by Royal Mail to contain multiple residences.

1.2 **PAF** is a registered trademark of the Royal Mail (part of Royal Mail Group plc) and stands for Postcode Address File. It is a database containing all known addresses and postcodes in the United Kingdom.

1.3 **Postzon** is comprised of a version of PAF containing one record for each postcode in the UK. The information supplied with each postcode includes an Ordnance Survey Grid Reference and a variety of other coded identifiers which describe Country, County, District, Local Authority Electoral Ward and National Health Service District Health Authority.

The postcode alone is not sufficient to identify each delivery point in the UK. A **Delivery Point Suffix (DPS)** has been developed: a two character code (one alpha, one numeric) which enables each delivery point to be uniquely identified. To enable customers to apply a barcode correctly to mail, both the postcode and Delivery Point Suffix are required along with a Checksum Digit. The Checksum Digit can either be accessed via a small programme which will generate it automatically, or from the file which contains the Delivery Point Suffix information. This file is referred to as the 'Postcode Information File' (PIF).

In this agreement, 'PAF' includes the Postcode Address File, updates to the Postcode Address File and extracts from the Postcode Address File, 'Postzon', updates to 'Postzon' and extracts from 'Postzon', 'PIF', updates to 'PIF' and extracts from 'PIF', as supplied or contained in any product supplied by the VAR to the VAR's agent.

1.4 **Royal Mail Data** shall mean both Multiple Residence Data and PAF data.

1.5 **VAR** shall mean a person licensed by Royal Mail Group plc to obtain copies and updates of Royal Mail Data from Royal Mail Group plc for its own use and to enhance its own products and services for sale to End-users which make use of Royal Mail Data and to licence VAR's agents for the same purposes.

1.6 **VAR's Agents** shall mean persons who obtain copies and updates of Royal Mail Data from VARs both for their own use and to enhance their own products and services to supply End-users.

1.7 **End-user** shall mean the person entering into the Agreement of which this licence forms part with a VAR or VAR's Agent.

1.8 **End-user Registration Forms** means the forms in respect of PAF and Multiple Residence Data as **set** out in Schedule 2

1.9 **User** shall mean a PC or terminal within an End-user's organisation which has access to any part of the Royal Mail Data either directly or indirectly through a VAR or VAR's Agent software routines.

1.10 **Number of Users** shall mean the number of workstations or terminals which can access Royal Mail Data or any part thereof.

2 Licence

2.1 This Licence grants the End-user the non-exclusive right to use extracts and derivatives from Royal Mail Data, and updates to Royal Mail Data provided to the End-user by the VAR or the VAR's agent (as the case may be).

2.2 The End-user shall complete the PAF End-user Registration Form and Multiple Residence Data End-user Registration Form attached to this Licence in Schedule 2 and return it to the VAR or VAR's Agent within seven days of entering into this agreement.

3 Limit on End-user's Use of Postcode Address Information

3.1 The End-user shall not at any time reproduce, publish, sell let, lend or otherwise part with possession of Royal Mail Data or relay or disseminate Royal Mail Data but the End-user may make one back up copy of each version of Royal Mail Data for security purposes. The End-user shall ensure that its employees, agents and subcontractors comply with the terms of this Clause **provided that** nothing in this clause shall prevent the End-user from using Royal Mail Data to modify existing mailing list databases.

3.2 The End-user shall upon reasonable notice grant Royal Mail Group plc and its agents, reasonable accompanied access, upon prior notice, during working hours, to their premises, accounts and records relevant to this Licence for the purpose of verifying and monitoring the End-user's compliance with its obligations under the Licence.

3.3 The End-user shall ensure that any changes to the Number of Users specified in Schedule 2 or any other information contained in the End-user Registration Forms are notified to the VAR/VAR's Agent as soon as possible and that the Number of Users does not exceed that permitted by the number and type of licences (described in Schedule 2) purchased by the End-user.

- 3.4 The End-user shall have a reasonable mechanism or process in place to ensure that the Number of Users accessing the Royal Mail Data does not exceed the number of Licences purchased.
- 3.5 The End-user shall comply with all requirements of the *Data Protection Act 1998 (the Act)* relevant to its possession or use of Royal Mail Data, and shall ensure that its use of Royal Mail Data is not inconsistent with the registration of Royal Mail Group plc under the Act.

4 Fees

- 4.1 The End-user shall pay to the VAR's Agent or the VAR (as the case may be) annual Licence Fees as set out in the Estimate. For reference purposes only the current End-user fees for PAF and Multiple Residence Data are set out in Paragraph 10 of this Schedule.
- 4.2 The licence fees for PAF may be increased or decreased or the payments structure modified or amended not more than once in any year, by Royal Mail Group Plc giving notice to VARs (which VARs must communicate to VAR's Agents and End-users) provided that:
- 4.2.1 Royal Mail Group Plc shall give six (6) month's notice of any straightforward increase or decrease and the amount of any increase shall be limited to increases in the Retail Prices Index since the last occasion upon which the End-user Licence Fees were increased;
 - 4.2.2 Any modification or amendment of the pricing structure which is more than a straightforward increase or decrease in prices shall take place on no less than one (1) year's notice;
 - 4.2.3 End-user Licence Fees current at the time of Royal Mail Group Plc giving notice shall only be affected by the changes upon the next anniversary of the Agreement of which this Licence forms part, following expiry of the Royal Mail Group Plc notice.
- 4.3 The licence fees for Multiple Residence Data may be increased or decreased or the payments structure modified or amended not more than once in any year, by Royal Mail Group Plc giving notice to VARs (which VARs must communicate to VAR's Agents and End-users) provided that:
- 4.3.1 Royal Mail shall give not less than thirty (30) days' prior written notice in respect of any increase in the Licence Fee which does not exceed the increase in the Retail Prices Index since the commencement of the agreement for the general terms and conditions of data supply between Royal Mail and the VAR;
 - 4.3.2 Royal Mail shall give the VAR not less than thirty (30) days' prior written notice in respect of any increase in the Licence Fee which exceeds the increase in the Retail Prices Index since the commencement of the agreement for the general terms and conditions of data supply between Royal Mail and the VAR; and
 - 4.3.3 End-user Licence Fees current at the time of Royal Mail Group plc giving notice shall only be affected by the changes upon the next

anniversary of the Agreement of which this Licence forms part, following expiry of the Royal Mail Group Plc Notice.

5 Liability of Royal Mail Group Plc

5.1 The End-user acknowledges that Royal Mail Group Plc does not in any way warrant the accuracy or completeness of Royal Mail Data and Royal Mail Group Plc 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 (or the Agreement of which it forms part) or its termination, except to the extent that such liability may not be lawfully excluded.

5.2 The End-user acknowledges that Royal Mail Group Plc is not liable in any way in respect of the services provided by the VAR or VAR's Agent (as the case may be) to the End-user.

- 5.3 Even if the services provided to the End-user by the VAR or the VAR's Agent are designated as Royal Mail Group Plc approved, the End-user acknowledges that Royal Mail Group Plc gives no warranty that such services have been tested for use by any party or that such services will be suitable for or be capable of being by any party.
- 5.4 The End-user acknowledges that the Royal Mail Group Plc shall not be obliged in any circumstances to provide Royal Mail Data or any related services direct to the End-user.

6 Property Rights in Royal Mail Data

- 6.1 Royal Mail Data and the copyright in Royal Mail Data are and shall remain the property of Royal Mail Group Plc. This Licence shall not operate as an assignment of any copyright or any other intellectual property right that may subsist in Royal Mail Data.
- 6.2 The End-user shall not remove or tamper with any copyright notice attached to the Royal Mail Data.
- 6.3 The provisions of this Clause shall continue to operate after the termination of this Licence.

7 Assignment

- 7.1 The End-user shall not assign or subcontract this Licence or any part of it.

8 Termination

- 8.1 If any Agreement between Royal Mail Group Plc and the VAR, or between the VAR or VAR's Agent and the End-user (of which this Licence forms part), for the provision of Royal Mail Data or services or products containing Royal Mail Data is terminated, this Licence will automatically be terminated.
- 8.2 On termination of this Licence the End-user shall either return to the VAR or VAR's Agent (as the case may be) all copies of Royal Mail Data supplied to it under this Licence or the End-user shall confirm in writing to the VAR's Agent that all Royal Mail Data, to the extent that it is capable of being deleted or destroyed, has been so deleted or destroyed.
- 8.3 This Licence shall be terminated if the End-user brings Royal Mail Group Plc into disrepute.

9 Law

9.1 This Licence shall be deemed to have been granted in England and shall be subject to English law. The parties agree to submit to the jurisdiction of the English courts.

10 PAF and Multiple Residence Licence Fees

10.1

The complete PAF file contains the following elements, which enable a Full Postal Address to be pulled together:

Premise Elements

Organisation

Sub-building name

Building name

Building number

Thoroughfare elements

Dependant thoroughfare name

Thoroughfare name

Locality elements

Double dependant locality

Dependant locality

Post town

County

Postcode

10.2 Licence Fees are based on the level of PAF utilised by a VAR/End-user and the Number of Users within the End-users organisation.

Level of PAF Supplied	Licence Type	Licence fee Complete UK (p.a)	Licence Fee per Postcode Area (p.a)
Full PAF (which comprises) <ul style="list-style-type: none"> - Premise elements - Thoroughfare elements - Locality elements - Postcode 	Per User *System Licence ** Multi System Licence	£150.00 £3 000.00 £9 000.00	£2.00 £40.00 £120.00
Thoroughfare PAF comprising Address details which are common to a postcode: <ul style="list-style-type: none"> - Thoroughfare elements - Locality elements - Postcode 	Per User *System Licence ** Multi System Licence	£37.50 £750.00 £2 250.00	£0.50 £10.00 £30.00
Locality PAF (which comprises) <ul style="list-style-type: none"> - Locality elements - Postcode 	Per User *System Licence ** Multi System Licence	£15.00 £300.00 £900.00	N/A
Postzon (which comprises) <ul style="list-style-type: none"> - Easting - Northing - Postcode Local Authority Electoral Ward NHS District Health Authority	Per User *System Licence ** Multi System Licence	£50.00 £1 000.00 £3 000.00	£0.75 £15.00 £45.00
Part use of product (for example, postcode and OSGR only)		Price on application	Price on application

*** System Licence**

Where the End-user is an individual organisation trading under one name, and PAF is resident upon a single piece of equipment to which twenty (20) or more users are directly or indirectly connected; a System Licence is available as an alternative to paying per User. Amount payable per Licence according to level of PAF supplied. Separate Licences are required for each system (per level of PAF supplied) upon which PAF is housed (and to which satellite systems may be lined for access).

** Multi System Licence

Where the End-user is an individual organisation trading under one name, a Multi System Licence is available as an alternative to holding three (3) or more System Licences per level of PAF supplied.

In the event that the End-user has any number of hardware platforms with PAF resident on each (for example, PCs) a separate Licence is required for each one, up to a maximum of sixty (60). Amount payable according to level of PAF supplied.

Address Manager Utilities

In addition to the licence fee payable according to the Number of Users (as calculated using the above table) a Run-Time licence of £150 (exclusive VAT) per annum per package incorporating Address Manager Utilities is also payable.

Time Scales

The first year's fee shall become payable within fourteen (14) days of the date of the Agreement, of which this Licence forms part. Subsequent year's fees shall become payable by the End-user on each anniversary of the Agreement.

10.3 The table below indicates the prices to be used in calculations to determine Licence Fees for Multiple-Residence Date. The Bands below relate to the number of User required by a particular End-User to allow access to a particular Product or Service. Accordingly, different bands may to each different End User and where an End user receives more than one Product or Service then a different Band may apply to each such Product or Service.

Band	Number of Users per annum	Price per User per annum
Band 1	1-50 (that is, the first 50 users)	£12.00
Band 2	51-100 (that is the next 50 users)	£7.00
Band 3	101-500 (that is, the next 400 users)	£3.00
Band 4	501-2 500 (that is, the next 2 000 users)	£1.00
Band 5	2501+ (that is, the 2 501 st and subsequent Users)	£0.50

NOTE: All fees are costs per annum unless otherwise stated and are exclusive of VAT.