



PAF® – DIGITAL MAPPING AND LOCATION DISPLAY LICENCE AGREEMENT

DEAL SHEET

Royal Mail	Full name:	Royal Mail Group Limited
	Registered Office:	100 Victoria Embankment, London EC4Y 0HQ
	Company No.:	4138203
Licensee	Full Name:	
	Registered Office / Principal Place of Business:	
	Company No. (if applicable):	
	Customer Reference No.:	
Effective Date		

Please sign and date this Agreement to indicate your acceptance of its terms:

<p>Signed: _____</p> <p>Name: _____ (IN BLOCK CAPITALS)</p> <p>Position: _____ Duly authorised on behalf of the Licensee</p> <p>Date of Signature: _____</p>	<p>Signed: _____</p> <p>Name: _____ (IN BLOCK CAPITALS)</p> <p>Position: _____ Duly authorised on behalf of Royal Mail</p> <p>Date of Signature: _____</p>
--	--

Two copies of this Agreement should be signed, dated and returned to Royal Mail's Address Management Unit either by post to Royal Mail, Address Management Unit, Southampton Mail Centre, Mitchell Way, Southampton International Airport, SOUTHAMPTON, SO18 2YY, or scanned and emailed as a "pdf" document to amureseller@royalmail.com or such other details as Royal Mail may notify the Licensee from time to time), together with the completed Registration Form. Royal Mail will then sign and insert the "**Effective Date**" of this Agreement on this Deal Sheet and return one copy of this Agreement to the Licensee.

TABLE OF CONTENTS

Clause	Page
1 Definitions and Interpretation	4
2 Duration.....	9
3 Permission to Use the Data.....	9
4 Permission to Distribute	9
5 Permission to Display Data	11
6 Licensee’s Corporate Group	11
7 Prevention of Unauthorised Data Access.....	11
8 Data Protection	11
9 Reporting and Audit.....	12
10 Licence Fees and Payment.....	12
11 Confidentiality.....	13
12 Liability	14
13 Property Rights	15
14 Assignment	15
15 Termination	15
16 Consequences of Termination	16
17 Force Majeure	17
18 Notices	17
19 Entire Agreement	17
20 General	18
Annex 1.....	19
Remote Map User Licence.....	19
1 Definitions and Interpretation	19
2 Permission to Use	19
3 Data Protection	20
4 Property Rights in the Data	20
5 General	20
Annex 2.....	21
Remote Map Developer Licence	21
1 Definitions and Interpretation	21
2 Permission to Use the Data.....	22
3 Data Protection	22
4 Property Rights in the Databases.....	23
5 General	23
Annex 3.....	24
Loaded Device User Licence	24
1 Definitions and Interpretation	24
2 Permission to Use	24
3 Data Protection	25
4 Property Rights in the Data	25
5 General	25
Annex 4.....	26
Loaded Device Developer Licence	26
1 Definitions and Interpretation	26
2 Permission to Use Loaded Maps	27
3 Permission to Distribute Loaded Maps.....	27
4 Data Protection	27
5 Reporting.....	28
6 Property Rights in the Data	28

7	Termination	28
8	General	29
	Annex 5.....	30
	Sub-contractor Licence	30
1	Definitions and Interpretation	30
2	Sub-contractor Licence	31
3	Data Protection	31
4	Reporting.....	32
5	Property Rights in the Data	32
6	Termination	32
7	Consequences of Termination	32
8	General	32
	Annex 6.....	34
	Sub-licence	34
1	Definitions and Interpretation	34
2	Permission to Use the Data.....	37
3	Permission to Distribute	37
4	Permission to Display Data	39
5	Sub-licensee's Corporate Group	39
6	Prevention of Unauthorised Data Access.....	39
7	Data Protection	39
8	Property Rights in the Data	40
9	Termination	40
10	Consequences of Termination	41
11	General	41
	Annex 7.....	42
	Evaluation and Development Licence.....	42
1	Definitions and Interpretation	42
2	Prospective Sub-licensee Licence	43
3	Data Protection	44
4	Reporting.....	44
5	Property Rights in the Data	44
6	Termination	45
7	Consequences of Termination	45
8	General	45
	Annex 8.....	46
	Reporting and Audit	46
	Annex 9.....	48
	Licence Fees and Payment.....	48
1	Remote Map Licence Fees	48
2	Loaded Map Licence Fees	48
3	Combined Fee Option 2 Licence Fees	49
4	Timescales and Invoicing	49

PAF[®] - DIGITAL MAPPING AND LOCATION DISPLAY LICENCE AGREEMENT

THIS AGREEMENT is between **Royal Mail** and the **Licensee**.

The terms of this Agreement are intended to govern the use of all Data supplied to the Licensee pursuant to the Data Supply Agreement with Royal Mail and as specified in any Data Supply Order Form signed by the Licensee and accepted by Royal Mail from time to time. Such signed and accepted Data Supply Order Form will not operate to form a separate contract incorporating the terms and conditions of this Agreement.

RECITALS:

- (A) Royal Mail is the creator and owner of, or is otherwise authorised to use and exploit, the databases known as PAF[®] and Alias, and all Intellectual Property Rights subsisting in and/or relating to the same from time to time.
- (B) It is Royal Mail's intention that the terms and conditions of this Agreement are in accordance with the Direction issued on 1st October 2011 by Ofcom under section 116(5) of the Postal Services Act 2000 and such other directions as Ofcom may issue from time to time. Where it is reasonable to do so, Royal Mail enters into open consultation with the users of the Data so that all reasonable efforts are made to ensure that the terms and conditions of its licence agreements are in accordance with Ofcom's directions.
- (C) The Licensee wishes to use the data from the PAF[®] and Alias databases in its Data Solutions and/or Map Solutions (which may include Remote Maps and/or Loaded Maps) and has entered into the Data Supply Agreement with Royal Mail for the purposes of Royal Mail supplying certain of the databases known as PAF[®] and Alias, or extracts from or updates to the same, to the Licensee.
- (D) The Licensee wishes to be able to use such Data in:
- (i) its Remote Maps for licensing to Remote Map Users for their internal use; and/or
 - (ii) its Remote Maps for licensing to Remote Map Developers for the development of such Remote Maps, and/or sub-licensing of such Remote Maps to other Remote Map Developers and so on; and/or
 - (iii) its Loaded Maps for licensing to Loaded Device Users for their use on Loaded Devices; and/or
 - (iv) its Loaded Maps for licensing to Loaded Device Developers for use in the development and/or distribution of Loaded Devices, and/or sub-licensing of such Loaded Maps to other Loaded Device Developers and so on; and/or
 - (v) its Map Solutions for licensing to Sub-licensees for use in their Map Solutions (which may include Remote Maps and/or Loaded Maps), for sub-licensing such Map Solutions by such Sub-licensees as described in paragraphs (i) to (iv) above, and/or sub-licensing such Map Solutions by such Sub-licensees to other Sub-licensees and so on; and/or
 - (vi) its Data Solutions for licensing to Sub-licensees for use in their Data Solutions and/or Map Solutions (which may include Remote Maps and/or Loaded Maps), for sub-licensing such Map Solutions by such Sub-licensees as described in paragraphs (i) to (iv) above, and/or sub-licensing such Data Solutions and/or Map Solutions by such Sub-licensees to other Sub-licensees and so on,
- in each case, on the terms of this Agreement and Royal Mail has agreed to grant these rights to the Licensee.
- (E) It is not Royal Mail's intention that the licence contained in this Agreement should overlap with its standard licences for address management services and it has restricted the use of the Data under this Agreement accordingly.

THE PARTIES AGREE THAT

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the words and expressions set out below shall have the following meanings:

“Address Management Unit” shall mean Royal Mail’s Address Management Unit at Royal Mail, Address Management Unit, Southampton Mail Centre, Mitchell Way, Southampton International Airport, SOUTHAMPTON, SO18 2YY, or such other address as Royal Mail may notify the Licensee from time to time;

“Agreement” means the body of this agreement together with its annexes as each may be amended from time to time in accordance with its provisions;

“Agreement Year” means the Year commencing on the Effective Date and each successive Year thereafter;

“Alias” means the database known as the ‘Alias File’, which contains ‘Locality’, ‘Thoroughfare’, ‘Alias - Delivery Point’ and ‘County Alias’ details;

“Audit” shall have the meaning given in paragraph 1.1 of Part 2 of Annex 8;

“Cleansed Data” means any independent works, data or other materials collected in a Data Solution and/or Map Solution, which has been subjected to “Database Cleansing” against PAF[®] under any applicable licence (as such activity is defined in such licence);

“Confidential Information” means any information of a confidential or proprietary nature (irrespective of the form of presentation or communication including, but not limited to, computer software, databases and data, physical objects and samples) relating to the business, operations, customers, processes, budgets, product information, know-how and strategies of a party;

“Control” means the power to direct the management or policies of a relevant legal entity, whether by operation of law, by contract or otherwise, and “Controls” and “Controlled” shall be read accordingly;

“Corporate Group” means:

- (a) in relation to a body of corporate entities, the Licensee (or a Sub-licensee, as the context may dictate), its subsidiaries, its subsidiary undertakings, its holding companies and every subsidiary or subsidiary undertaking of each such holding company from time to time (“subsidiary” and “holding company” being defined as in section 1159 of the Companies Act 2006 and “subsidiary undertaking” being as defined in section 1162 of the Companies Act 2006, the “Companies Act 2006” meaning that Act together with the further provisions of law referred to in section 2 of that Act as repealed and re-enacted, or as modified by, and together with, all other statutes or subordinate legislation concerning companies, and “company” meaning any body corporate); or
- (b) in relation to a partnership, the Licensee (or a Sub-licensee, as the context may dictate) and any legal entity which from time to time Controls, is Controlled by or is under common Control with the Licensee (or the Sub-licensee);

“Corporate Group Member” means an entity within the Corporate Group;

“Data” means the databases known as PAF[®] and Alias and any extracts from or updates to any of the same that the Licensee has specified in the relevant Data Supply Order Form, and which form the subject matter of this Agreement;

“Data Provider” means any or all of the Licensee and each Sub-licensee, in their role as a provider of Data Solutions under this Agreement, in each case as the context shall dictate;

“Data Solution” means any product, service or other solution which: (a) is modified or enhanced by, incorporated with, developed or created using, derived from or derives benefit from, or involves the supply or the making available of, the Data or any part of the Data; and (b) neither is nor contains a Digital Map;

“Data Supply Agreement” means the agreement between the Licensee and Royal Mail for the supply of certain of the databases known as PAF[®] and Alias and any extracts from or updates to any of the same;

“Data Supply Order Form” means the Data Supply Order Form as defined in the Data Supply Agreement;

“Deal Sheet” means the deal sheet attached at the front of and forming part of this Agreement;

“Delivery Point” means a complete postal address (business or residential), including a Postcode, to which mail is delivered;

“Digital Map” means a map in electronic form which has been developed, created, modified and/or enhanced by the Data or any part of the Data and/or supplied with the Data or any part of the Data;

“Display” means the transmission of the digital information necessary for the electronic display of any of the Data, Cleansed Data or graphical indications of geographical locations on: (a) a Digital Map; (b) a web-page accompanying or directly linked to a Digital Map; or (c) in respect of such display to a Remote Map User, a web-page unrelated to a Digital Map, solely for the purpose of providing geographical location based information services (and **“Displayed”**, **“Displaying”**, and **“to Display”** shall be construed accordingly);

“Effective Date” shall have the meaning attributed to it on the Deal Sheet;

“Evaluation and Development Licence” means a licence granted to a Prospective Sub-licensee, which incorporates terms no less restrictive and no more permissive than those terms and conditions set out in Annex 7;

“Existing Licence” means an agreement under which a Map Provider is an Existing Licence Holder;

“Existing Licence Holder” means any Map Provider which, immediately prior to being licensed as a Map Provider, under this Agreement or any Sub-licence, is licensed to provide Map Solutions under an existing agreement with another licensee or sub-licensee of Royal Mail;

“Existing Licence Period” means any period throughout which a relevant Existing Licence is valid and effective;

“Fee Option” means the fee option selected under Clause 10.2 in relation to the use of Remote Maps and/or Loaded Maps as set out in Annex 9;

“Force Majeure Event” shall have the meaning given in Clause 17.1;

“Insolvency Event” means the occurrence of any of the following: (i) the Licensee is unable to pay its debts as they fall due or otherwise becomes insolvent; or (ii) a receiver or an administrative receiver is appointed over any or all of the assets of the Licensee; or (iii) any arrangement, compromise or composition of the Licensee’s debts is proposed or made by the Licensee; or (iv) the Licensee enters or is entered into any proceedings for administration or liquidation or otherwise becomes subject to dissolution proceedings; or (v) any event analogous to those set out in (i) to (iv) occurs in any other jurisdiction in which the Licensee carries out its business;

“Intellectual Property Rights” means all intellectual and industrial property rights including, without limitation, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), copyrights, database rights, semiconductor topography rights, proprietary information rights, any other similar proprietary rights and all applications, extensions and renewals in relation to such rights as may exist anywhere in the world or be recognised in the future;

“Licence Fees” means Remote Map Licence Fees and/or Loaded Map Licence Fees;

“Licence Fees Report” shall have the meaning given at paragraph 2.1 of Part 1 of Annex 8;

“Licensee” shall have the meaning attributed to it on the Deal Sheet;

“Licence Year” means: (a) in respect of the Licensee, the period between the Effective Date and the first day of the fourth full Quarter following such date, and each successive Year thereafter commencing on the first day of such fourth Quarter; and (b) in respect of a Sub-licensee, the period between the Sub-licence Effective Date and the first day of the fourth full Quarter following such date, and each successive Year thereafter commencing on the first day of such fourth Quarter;

“Loaded Device” means a combination of hardware and software that is, or forms part of, an electronic device for the storage and display of Digital Maps to a Loaded Device User;

“Loaded Device Developer” means any entity which is supplied with a Loaded Map by a Map Provider for the purposes of developing and distributing Loaded Devices and/or distributing Loaded Maps;

“Loaded Device Developer Licence” means a licence granted to a Loaded Device Developer which incorporates terms no less restrictive and no more permissive than those terms and conditions set out in Annex 4;

“Loaded Device User” means a user of a Loaded Device who/which is licensed to use a Loaded Map on such Loaded Device;

“Loaded Device User Licence” means a licence granted to a Loaded Device User which incorporates terms no less restrictive and no more permissive than those terms and conditions set out in Annex 3;

“Loaded Map” means a Map Solution designed to display a Digital Map and be stored permanently on a Loaded Device;

“Loaded Map Licence Fees” means the fees payable by the Licensee to Royal Mail for the inclusion of the Loaded Map in or with a Loaded Device pursuant to and calculated in accordance with Clause 10 and paragraph 2 of Annex 9;

“Map Provider” means any or all of the Licensee and each Sub-licensee, in their role as a licensed provider of Map Solutions under this Agreement, in each case as the context shall dictate;

“Map Solution” means any product, service or other solution which: (a) is modified or enhanced by, incorporated with, developed or created using, derived from or derives benefit from, or involves the supply or the making available of, the Data or any part of the Data; and (b) is or contains a Digital Map;

“Maximum Data Display” shall have the meaning given in the definition of “Transaction” in this Clause 1.1;

“Notice” shall have the meaning given in Clause 18.1;

“PAF[®]” means the database, or any part of it, known as the ‘Postcode Address File’ containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time. “PAF” is a registered trade mark of Royal Mail;

“PAF[®] Agreements” means the Data Supply Agreement, this Agreement and all other licence agreements between the parties which permit the Licensee to make certain use of the Data and which may, in certain circumstances, permit the Licensee to supply and license the Data to third parties;

“Postcode” means a single alphanumeric code owned and developed by Royal Mail and allocated by Royal Mail to identify an address or a number of addresses;

“Prospective Sub-licensee” means a prospective Sub-licensee that wishes to, or has, entered into an Evaluation and Development Licence;

“Quarter” means a three (3) month period beginning on 1st January, 1st April, 1st July, or 1st October, and **“Quarterly”** shall be construed accordingly;

“Registration Form” means the form (which may be a hard or electronic copy) notified to the Licensee by Royal Mail as the applicable registration form from time to time;

“Remote Map” means a Map Solution designed to display a Digital Map which is stored by a Map Provider and is accessible via an Internet connection;

“Remote Map Developer” means any entity which is licensed by a Map Provider to remotely access a Remote Map for the purposes of adding functionality to such Remote Map, by remote access, of that Remote Map;

“Remote Map Developer Licence” means a licence granted to a Remote Map Developer which incorporates terms no less restrictive and no more permissive than those terms and conditions set out in Annex 2;

“Remote Map Licence Fees” means the fees payable by the Licensee to Royal Mail for the use of the Remote Map by Remote Map Users pursuant to and calculated in accordance with Clause 10 and paragraph 1 of Annex 9;

“Remote Map User” means a user who/which is licensed to utilise by remote access a Remote Map;

“Remote Map User Licence” means a licence granted to a Remote Map User which incorporates terms no less restrictive and no more permissive than those terms and conditions set out in Annex 1;

“Royal Mail” shall have the meaning attributed to it on the Deal Sheet;

“RPI Increase” means, on the date of such Notice as may be provided by Royal Mail under Clause 10.10, any percentage increase in the Retail Prices Index (published by the Office for National Statistics or any successor body) as there may have been since, either, the anniversary of the Effective Date on which Royal Mail last varied the Licence Fees, or, if Royal Mail has not previously varied the Licence Fees, the Effective Date;

“Sub-contractor” means a sub-contractor of the Licensee which is party to a Sub-contractor Licence;

“Sub-contractor Licence” means a licence granted to a Sub-contractor which incorporates terms no less restrictive and no more permissive than those terms and conditions set out in Annex 5;

“Sub-licence” means a licence granted to a Sub-licensee which incorporates terms no less restrictive and no more permissive than those terms and conditions set out in Annex 6;

“Sub-licence Effective Date” means in respect of a Sub-licensee, the date of entry of a Sub-licence;

“Sub-licensee” shall mean any third party which is licensed to provide a Data Solution and/or Map Solution pursuant to this Agreement, but does not include Remote Map Developers and/or Loaded Device Developers;

“Term” means the period during which this Agreement is in full force and effect in accordance with Clause 2;

“Total Licence Fees” means all fees payable by the Licensee to Royal Mail in respect of the PAF[®] Agreements;

“Transaction” means a Display of any of the Data, Cleansed Data and/or graphical indications of geographical locations, relating to a maximum of one thousand (1,000) Delivery Points (**“Maximum Data Display”**). For the avoidance of doubt:

- (i) data comprising parts and/or the whole of Delivery Points may be Displayed;
- (ii) further searches within the Data or Cleansed Data Displayed pursuant to a Transaction (provided no additional Data or Cleansed Data is Displayed as part of such search) are not considered to be a further Transaction; and
- (iii) without prejudice to Clause 5.3.1, Displays of Data or Cleansed Data in excess of the Maximum Data Display shall be an additional Transaction or additional Transactions (as appropriate depending on the amount of Data Displayed or Cleansed Data Displayed);

“Use” means to use, copy, reproduce, extract, enhance, correct or amend;

“Working Day” means any day which is not a Saturday, Sunday or public holiday in England; and

“Year” means a period of twelve (12) calendar months.

1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa.

1.3 Unless otherwise stated, a reference to a Clause or Annex is a reference to a clause of or an annex to this Agreement. In the event of any inconsistency or conflict between any provisions of the clauses of the main body of this Agreement and any provision of the Annexes, the former shall prevail, but only to the extent of the conflict or inconsistency.

1.4 Clause headings are for ease of reference only and do not affect the construction of this Agreement.

- 1.5 Any references in this Agreement to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

2 DURATION

- 2.1 This Agreement shall commence on the Effective Date and shall continue in full force and effect until and including 31 March 2016, subject to earlier termination in accordance with the provisions of this Agreement or the law.
- 2.2 This Agreement shall not automatically terminate on 31 March 2016. If, on that date, this Agreement has not been terminated in accordance with the provisions of this Agreement or the law, it shall continue in full force and effect until such date as it is so terminated.

3 PERMISSION TO USE THE DATA

- 3.1 Subject to the Licensee being at all times a party to a valid and current Data Supply Agreement in respect of the Data, Royal Mail hereby grants to the Licensee the non-exclusive, non-transferable, revocable right for the Term to Use the Data in, or to develop, create, modify and/or enhance, its Data Solutions and/or Map Solutions, provided that:

3.1.1 its Map Solutions are intended for licensing as Remote Maps and/or Loaded Maps, and/or for licensing to Sub-licensees in accordance with this Agreement; and/or

3.1.2 its Data Solutions are intended for licensing to Sub-licensees in accordance with this Agreement for the purposes of ultimately facilitating the creation of Map Solutions,

and Data Solutions to which Clause 3.1.2 applies may: (i) be produced in any form, including any device, solution, software or database; (ii) be in written form or produced electronically; and/or (iii) include functionality, software, services or other data in addition to the Data.

- 3.2 Except as expressly permitted pursuant to this Agreement, the Licensee shall not:

3.2.1 Use the whole or any part of the Data for any purpose, including its own internal use;

3.2.2 Use the whole or any part of the Data for the benefit of any third party (including, but not limited to, Prospective Sub-licensees, Sub-licensees, Sub-contractors, Remote Map Developers, Remote Map Users, Loaded Device Developers and Loaded Device Users); or

3.2.3 transfer, sell, license, disseminate or in any way part with possession of the whole or any part of the Data to any third party (including, but not limited to, Prospective Sub-licensees, Sub-licensees, Sub-contractors, Remote Map Developers, Remote Map Users, Loaded Device Developers and Loaded Device Users).

- 3.3 Where the Licensee wishes to Use the Data, or to permit a Sub-licensee to Use the Data, other than as expressly permitted pursuant to this Agreement, including for its or a Sub-licensee's own internal use or otherwise, it shall enter into the appropriate licence agreement with Royal Mail or an appropriate licensee of Royal Mail.

- 3.4 The Licensee shall not advertise any Data Solutions and/or Map Solutions, including, but not limited to, Remote Maps and/or Loaded Maps, as Royal Mail approved or anything similar or imply that such is the case unless Royal Mail has given its express prior written permission to the form of such an advertisement. Notwithstanding the foregoing, the Licensee shall ensure that each of its own Data Solutions and/or Map Solutions includes a prominent notice stating that Royal Mail's PAF® is included in or has been used in the development or creation of such Data Solutions and/or Map Solutions.

- 3.5 The Licensee shall comply with all laws and regulations applicable to its use of the Data as permitted (or otherwise) pursuant to this Agreement.

4 PERMISSION TO DISTRIBUTE

- 4.1 Subject to Clauses 4.2 to 4.10, and subject to the Licensee being at all times a party to a valid and current Data Supply Agreement in respect of the Data, Royal Mail hereby grants to the Licensee the non-exclusive, non-transferable, revocable right for the Term to grant:

- 4.1.1 Remote Map User Licences; and/or
 - 4.1.2 Remote Map Developer Licences; and/or
 - 4.1.3 Loaded Device User Licences; and/or
 - 4.1.4 Loaded Device Developer Licences; and/or
 - 4.1.5 Sub-contractor Licences; and/or
 - 4.1.6 Sub-licences; and/or
 - 4.1.7 Evaluation and Development Licences,
- and to supply the relevant Data Solutions and/or Map Solutions for use in accordance with such licences.
- 4.2 A Loaded Device User Licence may only be granted by the Licensee for the purpose of supplying Loaded Maps to Loaded Device Users:
- 4.2.1 which are pre-loaded onto a Loaded Device;
 - 4.2.2 which are pre-loaded onto a data storage medium, only for the purpose of loading onto a Loaded Device; or
 - 4.2.3 for download from the Internet, only for the purpose of loading onto a Loaded Device.
- 4.3 The Licensee shall remain primarily responsible for the acts and omissions of its Sub-contractors as though they were its own. The Licensee shall also be responsible for all loss or damage (whether direct, or indirect or consequential) howsoever arising out of or in connection with such Sub-contractor's use of or access to the Data.
- 4.4 Evaluation and Development Licences may be granted by the Licensee to Prospective Sub-licensees only:
- 4.4.1 to demonstrate a Data Solution and/or Map Solution to a Prospective Sub-licensee and/or to allow such party to evaluate that Data Solution and/or Map Solution with a view to entering into a Sub-licence; and/or
 - 4.4.2 to fulfil a genuine requirement to develop a wider solution and to evaluate the integration of a Data Solution and/or Map Solution within that wider solution.
- 4.5 The Licensee shall ensure that it has appropriate technical restrictions in place to ensure compliance by a Prospective Sub-licensee with the terms of the Evaluation and Development Licence.
- 4.6 Each response by the Prospective Sub-licensee to an enquiry to a Data Solution and/or Map Solution (under the Evaluation and Development Licence) shall be deemed to be a Transaction and the Licensee shall ensure that the Maximum Data Display is not exceeded in any single Transaction.
- 4.7 Where the Licensee grants an Evaluation and Development Licence for the purposes described at Clause 4.4.2 then it shall provide to Royal Mail:
- 4.7.1 details of those Prospective Sub-licensees that have been permitted to extract Data from a Data Solution and/or Map Solution pursuant to such Evaluation and Development Licence and the commencement date of such period of permitted extraction; and
 - 4.7.2 reasonable evidence of the genuine requirement of those Prospective Sub-licensees to develop a wider solution and to evaluate the integration of such Data Solution and/or Map Solution within that wider solution.
- 4.8 Unless otherwise agreed in writing with Royal Mail, the Licensee shall be responsible for all third parties' compliance with the terms of all Sub-licences, Sub-contractor Licences, Evaluation and Development Licences, Loaded Device Developer Licences, and Loaded Device User Licences.

- 4.9 The Licensee shall:
- 4.9.1 comply with all laws and regulations applicable to its supply of the Data to other parties as permitted (or otherwise) pursuant to this Agreement; and
 - 4.9.2 ensure that Prospective Sub-licensees, Sub-licensees, Sub-contractors, Remote Map Developers, Remote Map Users, Loaded Device Developers, and Loaded Device Users, comply with all laws and regulations applicable to their use of the Data.
- 4.10 The Licensee shall not warrant, represent or in any way imply to any person that Royal Mail is in any way warranting that a Data Solution and/or Map Solution is suitable for or is capable of being used by any person named in Clause 4.9 above.

5 PERMISSION TO DISPLAY DATA

- 5.1 Subject to Clauses 5.2, 5.3 and 5.4, and subject to the Licensee being at all times a party to a valid and current Data Supply Agreement in respect of the Data, Royal Mail hereby grants to the Licensee the non-exclusive, non-transferable, revocable right for the Term to Display Data, Cleansed Data and/or graphical indications of geographical locations of Delivery Points pursuant to Transactions to Remote Map Users and/or Loaded Device Users. This Clause 5 is without prejudice to the ownership of Intellectual Property Rights in databases containing Cleansed Data.
- 5.2 In respect of each Remote Map User and each Loaded Device User, the Licensee shall not Display Data, Cleansed Data, and/or any graphical indications of geographical locations of Delivery Points pursuant to two or more Transactions simultaneously.
- 5.3 In respect of any Data, Cleansed Data and/or graphical indications of geographical locations of Delivery Points that are Displayed pursuant to Transactions, Licensee shall ensure that:
- 5.3.1 the Maximum Data Display is not exceeded in any single Transaction; and
 - 5.3.2 neither the Remote Map Users or Loaded Device Users are permitted to copy or distribute to any third parties any Data or Cleansed Data that are Displayed by the Licensee, except to the extent expressly permitted in the Remote Map User Licence or the Loaded Device User Licence.
- 5.4 This Agreement does not permit any Map Provider to Display any Data to a Remote Map User for the purpose of confirming such Remote Map User's address details to which a sale of a product or service is being made.

6 LICENSEE'S CORPORATE GROUP

- 6.1 Royal Mail hereby grants to each Licensee's Corporate Group Member licences equivalent to those granted to the Licensee in Clauses 3, 4, and 5, subject to and in accordance with the terms and conditions of this Agreement.
- 6.2 The Licensee shall procure that each Licensee's Corporate Group Member that accesses or uses any of the Data, shall comply with the terms of this Agreement applicable to such Data. The Licensee shall not be relieved of any of its obligations under this Agreement by virtue of, and shall be primarily responsible for, the acts and omissions of all its Corporate Group Members. The Licensee hereby indemnifies Royal Mail against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis), losses and damages arising from any failure by it to procure compliance by any of its Corporate Group Members with the terms of this Agreement or otherwise arising out of or in connection with any its Corporate Group Members' use of or access to the Data.

7 PREVENTION OF UNAUTHORISED DATA ACCESS

- 7.1 The Licensee warrants that it has in place and shall maintain measures (including, where practicable, but not limited to, technical restrictions, download monitoring tools, IP address blocking, investigation procedures and account closing procedures) to prevent unlicensed extraction and/or unlicensed re-utilisation of the Data.

8 DATA PROTECTION

- 8.1 The parties' attention is drawn to the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them (the "**Data Protection Requirements**").

- 8.1.1 To the extent that there is any personal data included in the Data, the Licensee acknowledges that Royal Mail is the data controller in respect of any such personal data and that the Licensee shall be the data controller of copies of any such personal data that it receives for the purposes of further processing in accordance with the terms of this Agreement.
- 8.1.2 The Licensee agrees it will not do or omit to do any act in respect of any such personal data which would place it or Royal Mail in breach of the Data Protection Requirements and each party warrants to the other that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with any such personal data. In particular and without limitation to the foregoing, each party agrees that, as data controller of any such personal data, it shall promptly notify the other party of any queries from data subjects, the Information Commissioner or any other law enforcement authority in respect of the processing and/or disclosure of any such personal data by the other under this Agreement (“**Query**”) and each party shall promptly provide the other with such information, co-operation and assistance as the other may require in order to respond to any Query, provided always that such notification and/or provision of co-operation and assistance is reasonable, proportionate and lawful.

For the purposes of this Clause 8, “data protection principles”, “data controller”, “data subject”, “personal data” and “processing” shall have the meanings ascribed to them in the Data Protection Act 1998. For the avoidance of doubt, the parties agree that there is no intention to impose obligations under this Clause 8 on either party in respect of data and/or rights that are not, as a matter of law, subject to the Data Protection Requirements.

9 REPORTING AND AUDIT

- 9.1 The parties shall comply with the provisions of Annex 8 (Reporting and Audit).

10 LICENCE FEES AND PAYMENT

- 10.1 The parties shall comply with the provisions of Annex 9 and the Licensee shall pay Royal Mail the Licence Fees as calculated in accordance with and in the manner and at the times set out in this Clause 10 and Annex 9.
- 10.2 In respect of this Agreement and each Sub-licence, in order to determine the Licence Fees payable to Royal Mail, the Licensee shall notify Royal Mail of which Fee Option will apply to each of its (including its Corporate Group Members’) and the relevant Sub-licensee’s (including its Corporate Group Members’) use and licensing of any Map Solution, as follows:
- 10.2.1 in respect of the Licensee’s (including its Corporate Group Members’) licensing of Remote Maps to Remote Map Users and licensing of Loaded Maps to Loaded Device Users, in each case, the Licensee shall within twenty (20) Working Days of the first day of the first Licence Year for the Licensee provide a Notice to Royal Mail specifying which Fee Option will apply in respect of such licensing; and
- 10.2.2 in respect of each Sub-licensee’s (including its Corporate Group Members’) licensing of Remote Maps to Remote Map Users and licensing of Loaded Maps to Loaded Device Users, in each case, the Licensee shall within twenty (20) Working Days of the first day of the first Licence Year for such Sub-licensee provide a Notice to Royal Mail specifying which Fee Option will apply in respect of such licensing.

Where the Licensee fails to provide any such Notice then the Licensee will be deemed to have applied Fee Option 2 in respect of such use or licensing. Each Fee Option notified or deemed to apply in accordance with this Clause 10.2 shall continue to apply in respect of the relevant use or licensing until Royal Mail is notified otherwise in accordance with Clause 10.3.

- 10.3 The Licensee shall be entitled to change the Fee Option which shall apply to its (including its Corporate Group Members’) and/or to the relevant Sub-licensee’s (including its Corporate Group Members’) licensing of each of: (a) Remote Maps to Remote Map Users; and/or (b) Loaded Maps to Loaded Device Users, as follows:
- 10.3.1 in respect of such licensing to which Fee Option 1 then applies, the Licensee shall be entitled to provide at least twenty (20) Working Days’ Notice to Royal Mail specifying that Fee Option 2 shall apply from the end of the then current Quarter (the “**current Quarter**”) to which Fee Option 1 applies (and the Licence Year for the purposes of such Fee Option 2 shall be the Year commencing on the first day of the Quarter following the current Quarter and each successive Year thereafter); and

- 10.3.2 in respect of such licensing to which Fee Option 2 then applies, the Licensee shall be entitled to provide at least twenty (20) Working Days' Notice to Royal Mail specifying that Fee Option 1 shall apply from the end of the then current Licence Year to which Fee Option 2 applies.
- 10.4 In respect of its own (including its Corporate Group Members') and each Sub-licensee's (including its Corporate Group Members') licensing of a Remote Map to Remote Map Users, the Licensee shall pay the Remote Map Licence Fees to Royal Mail in accordance with the Fee Option applied under Clause 10.2.
- 10.5 In respect of its own (including its Corporate Group Members') and each Sub-licensee's (including its Corporate Group Members') licensing of a Loaded Map to Loaded Device Users, the Licensee shall pay the Loaded Map Licence Fees to Royal Mail in accordance with the Fee Option applied under Clause 10.2.
- 10.6 Within twenty (20) Working Days of any Sub-licence being agreed by the Licensee (including any of its Corporate Group Members) and a Sub-licensee, or being agreed by a Sub-licensee (including any of its Corporate Group Members) and another Sub-licensee, the Licensee shall provide a Notice of such Sub-licence to Royal Mail, which shall specify:
- 10.6.1 the name and address of the new Sub-licensee; and
- 10.6.2 whether the new Sub-licensee has an Existing Licence.
- 10.7 Notwithstanding the other provisions of this Clause 10, the Licensee will not be liable to pay Licence Fees direct to Royal Mail under this Agreement for an Existing Licence Holder's licensing of Remote Maps or Loaded Maps during the relevant Existing Licence Period.
- 10.8 Within twenty (20) Working Days of the end of any Existing Licence Period, the Licensee shall provide a Notice of such event to Royal Mail. For the avoidance of doubt, any failure to provide such Notice will not prevent Licence Fees from becoming payable by the Licensee to Royal Mail from the end of the Existing Licence Period in respect of the relevant Sub-licensee's (including its Corporate Group Members') licensing of Remote Maps and Loaded Maps, in accordance with the relevant Fee Options applied, or deemed to have been applied, under Clause 10.2.
- 10.9 The Licensee shall also be responsible for agreeing and collecting any and all fees that it charges to any Sub-licensees, Remote Map Developers, Loaded Device Developers, Remote Map Users and Loaded Device Users and such collection (or otherwise) shall not affect its liability to pay the applicable Licence Fees due to Royal Mail. For the avoidance of doubt, nothing in this Agreement shall impose any price controls on the Licensee or any third parties.
- 10.10 At any time after the Effective Date, Royal Mail, at its sole discretion, having provided at least twelve (12) months' advance Notice to the Licensee, may vary the Licence Fees in respect of the remainder of the Term. Where such a variation would increase the Licence Fees by a greater percentage than the RPI Increase, the Licensee may terminate this Agreement by providing not less than one (1) month's Notice to Royal Mail, such Notice expiring before the date on which Royal Mail's Notice would otherwise have expired.
- 10.11 Any price variations under Clause 10.10 shall take effect: (a) in respect of Fee Option 1, on and from the first day of the Quarter following expiry of Royal Mail's Notice; and (b) in respect of Fee Option 2, on and from the first day of the Licence Year commencing after expiry of Royal Mail's Notice.

11 CONFIDENTIALITY

- 11.1 Each party agrees that it shall, in relation to any Confidential Information disclosed to it or received or obtained by it from the other party or its agents or sub-contractors:
- 11.1.1 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;
- 11.1.2 not copy or reproduce (other than as is reasonably necessary for administrative purposes only) any part of the Confidential Information without the prior written consent of the other party;

- 11.1.3 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
 - 11.1.4 use the Confidential Information only for the purposes of this Agreement.
 - 11.2 Each party shall take all reasonable measures to ensure that their respective professional advisers, employees, agents and sub-contractors comply with the terms of this Clause 11.
 - 11.3 The obligations contained in this Clause 11 shall not apply to any Confidential Information which:
 - 11.3.1 was, is or has become lawfully available to the public otherwise than through breach of this Agreement;
 - 11.3.2 was disclosed to one party by a third party legally in possession of the Confidential Information and who was not restricted from disclosing it; and/or
 - 11.3.3 was independently created or already in the possession of one party.
 - 11.4 Any party who is required by a court of competent jurisdiction or any other regulatory authority to disclose any Confidential Information in order to comply with any law or order of any such court or regulatory authority may do so, but any such party shall, where reasonably practicable, give the other party not less than five (5) Working Days' Notice of such disclosure.
 - 11.5 Where the Licensee supplies to Royal Mail any information relating to Prospective Sub-licensees, Sub-licensees, Sub-contractors, Remote Map Developers, Loaded Device Developers, Remote Map Users or Loaded Device Users, which is relevant to this Agreement or the performance of obligations under it, Royal Mail shall treat such information as Confidential Information of the Licensee.
 - 11.6 Notwithstanding the foregoing provisions of this Clause 11, Royal Mail is permitted to disclose the names of Sub-licensees to a third party where that third party is an actual or prospective licensee of the Data on the terms of a 'PAF® - Digital Mapping and Location Display Licence Agreement' or similar agreement with Royal Mail.
- 12 LIABILITY**
- 12.1 Royal Mail does not warrant the accuracy or completeness of the Data nor does it warrant that the Data will meet the requirements of the Licensee or any Sub-licensee, Remote Map Developer, Loaded Device Developer, Remote Map User or Loaded Device User.
 - 12.2 Each party's total aggregate liability to the other for claims brought (including for claims brought after termination) during each Agreement Year under or in relation to any or all of the PAF® Agreements including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including, but not limited to, negligence) and breach of statutory duty shall not exceed:
 - 12.2.1 the aggregate Total Licence Fees in respect of the previous Agreement Year; or
 - 12.2.2 if the aggregate Total Licence Fees in respect of such previous Year were nil, the aggregate Total Licence Fees for the last Agreement Year in which the Total Licence Fees were greater than nil,
 unless such claim is brought in the first Agreement Year, in which case it shall not exceed the aggregate Total Licence Fees in respect of that Agreement Year as at the date on which such claim is brought.
 - 12.3 Nothing in this Agreement shall operate to limit or exclude either party's liability for any negligence which results in personal injury or death, or for any other liability which may not be limited or excluded by law.
 - 12.4 The express provisions of this Agreement are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the maximum extent permitted by law.

12.5 Each provision of this Clause 12 is to be construed as a separate limitation or other provision (applying and surviving even if for any reason one or other of the said limitations or provisions is held inapplicable or unreasonable in any circumstances).

12.6 Nothing in this Clause 12 shall operate to limit the Licensee's obligations to pay Licence Fees to Royal Mail.

13 PROPERTY RIGHTS

13.1 All copies of the Data and all supporting documentation and all Intellectual Property Rights subsisting in and/or relating to the same from time to time are and shall remain the property of Royal Mail or its licensors. The Licensee shall acquire no rights in the Data, such supporting documentation, or such Intellectual Property Rights except as expressly provided in this Agreement. This Agreement shall not operate as an assignment by Royal Mail of any Intellectual Property Right that may subsist in or relate to the Data or any supporting documentation.

13.2 Royal Mail reserves all its Intellectual Property Rights in the Data and the supporting documentation and reserves its rights under this Agreement (including all its rights to take enforcement action in respect of the same) in relation to any use of the same by the Licensee, or any third party, including, but not limited to, any Prospective Sub-licensee, Sub-licensee, Sub-contractor, Remote Map Developer, Loaded Device Developer, Remote Map User and/or any Loaded Device User which is not permitted under this Agreement.

13.3 The Licensee shall not remove or tamper with any existing Intellectual Property Rights notice attached to or used in relation to the Data or any supporting documentation.

13.4 Property in any media format on which the Data are supplied to the Licensee and all supporting documentation remains vested in Royal Mail at all times. Where any such media and/or documentation is outdated it shall be securely stored, destroyed or returned to Royal Mail by the Licensee at its discretion.

13.5 Except as provided in this Clause 13.5, this Agreement does not grant to the Licensee any rights to use any of the trade marks, service marks, business names or logos of Royal Mail. The Licensee may use such trade marks, service marks, business names or logos only where:

11.5.1 it receives prior written consent from Royal Mail and in accordance with the terms of any such consent; or

11.5.2 Clause 3.4 requires such use.

14 ASSIGNMENT

14.1 The Licensee shall not assign any of its rights or obligations under this Agreement or otherwise deal with this Agreement or any part of it without the prior consent in writing of Royal Mail, such consent not to be unreasonably withheld or delayed. Royal Mail shall have the rights to assign the benefit of, and/or sub-contract any of its obligations under, this Agreement without consent.

15 TERMINATION

15.1 The parties may terminate this Agreement at any time where they mutually agree to do so. The parties agree that they will evidence such termination in writing and ensure that the same is signed by an authorised signatory of each party.

15.2 Either party may terminate this Agreement on 31 March 2013, or on any date thereafter, by giving Notice of such termination to the other party at least twelve (12) months prior to such date.

15.3 This Agreement may be terminated forthwith by Royal Mail by Notice to the Licensee upon the occurrence of any of the following:

15.3.1 if the Licensee breaches any material term of this Agreement or the Data Supply Agreement and such failure is incapable of remedy, or, where such failure is capable of remedy, the Licensee further fails to remedy the position within twenty (20) Working Days (or such other period as agreed with Royal Mail) of the date of written notification of such breach by Royal Mail; or

15.3.2 if any Insolvency Event occurs in respect of the Licensee; or

15.3.3 if the Data Supply Agreement is terminated.

- 15.4 The Licensee may terminate this Agreement if Royal Mail fails to provide the Data in accordance with the terms of the Data Supply Agreement and such failure is not due to any act or omission of the Licensee, its employees, agents or sub-contractors or due to any Force Majeure Event, and Royal Mail fails to remedy the position within twenty (20) Working Days of the date of written notification of the failure served by the Licensee.

16 CONSEQUENCES OF TERMINATION

- 16.1 Subject to the remainder of this Clause 16, as at the date of termination of this Agreement the licence granted to the Licensee also terminates and accordingly the Licensee shall cease to be permitted to, or to permit any third party to, make any use of any of the Data or to transfer, sell, license, disseminate or in any way part with possession of any of the Data to any third party (including Prospective Sub-licensees, Sub-licensees, Sub-contractors, Remote Map Developers, Loaded Device Developers, Remote Map Users and Loaded Device Users) whether as part of a Data Solution, Map Solution, Remote Map, Loaded Map or otherwise. For the avoidance of doubt, upon termination of this Agreement, and subject to the other provisions of this Clause 16, only those terms of the Licensee's agreements with its sub-licensees (including, without limitation, the grant of any sub-licence of the Data) which relate directly to the licensing of the Data will terminate.
- 16.2 Royal Mail acknowledges that it may not be possible for the Licensee immediately to remove the Data from its Remote Maps upon termination of this Agreement. Therefore, notwithstanding the contents of Clause 16.1, the Licensee shall be permitted to continue its pre-termination use of such Data, only in relation to such Remote Maps and where necessary, for up to ninety (90) days after any termination of this Agreement.
- 16.3 The Licensee shall be entitled to permit each Remote Map Developer Licence and Loaded Device Developer Licence that is valid and in force as at the date of any termination of this Agreement by Royal Mail pursuant to Clause 15.2 or 15.3 (the "**Royal Mail Termination Date**") to continue until the earlier of: (i) the expiry or termination of such Remote Map Developer Licence or Loaded Device Developer Licence; or (ii) the period ending three (3) months after the Royal Mail Termination Date, (the "**Post-Termination Period**") provided that:
- 16.3.1 this shall apply only in relation to such Data as the relevant Remote Map Developer or Loaded Device Developer has already received as at the Royal Mail Termination Date and no updates to that Data are to be provided to the relevant Remote Map Developer or Loaded Device Developer as from that Royal Mail Termination Date;
- 16.3.2 such Remote Map Developer's, Loaded Device Developer's and the Licensee's obligations in relation to the same shall continue to be subject to the terms and conditions of this Agreement, including in respect of Licence Fees.
- 16.4 Subject to Clause 16.5, within twelve (12) months of the date of termination of this Agreement the Licensee shall destroy all copies of the Data and supporting documentation and any Confidential Information of Royal Mail, to the extent that it is possible to do so, and provide Royal Mail with written certification of such destruction.
- 16.5 Following any termination or expiry of this Agreement:
- 16.5.1 the Licensee and each Sub-licensee and each Loaded Device Developer shall be entitled to retain a copy of the Data for:
- 16.5.1.1 archive purposes, to be used only in the event of and for the purposes of audit, to meet any legal or regulatory requirements or the requirements of a court of competent jurisdiction or as otherwise agreed with Royal Mail;
- 16.5.1.2 the purpose of providing technical support to Loaded Device Developers and Loaded Device Users in relation to Loaded Maps (but for no other purpose); and
- 16.5.2 the Licensee and any Sub-licensee, Loaded Device Developer or Loaded Device User in possession or control of any Loaded Devices upon which any Loaded Map has been loaded (in accordance with the terms of this Agreement) prior to the date of expiry or termination of this Agreement is permitted to continue to use the Loaded Map on such Loaded Devices and to supply the same to Loaded Device Users for their use, including via distributors, provided this is in accordance with all terms and conditions of this Agreement which would have applied to such use and supply had it not been for such termination or expiry.

- 16.6 Subject to Clause 16.7, termination of this Agreement shall not prejudice or affect the right of Royal Mail to recover from the Licensee the amount of any Licence Fees outstanding at the date of termination nor any other right whatsoever of either party which may have accrued at that date or which may accrue thereafter.
- 16.7 Only where the Licensee has paid Licence Fees to Royal Mail in advance, if the Licensee validly terminates this Agreement in accordance with Clause 10.10 or Clause 15.4, or if Royal Mail terminates this Agreement in accordance with Clause 15.2, Royal Mail shall refund to the Licensee any overpayment of the Licence Fees that the Licensee has made to Royal Mail under Clause 10, such refund to be calculated pro rata to the number of full months remaining of the Term in respect of which Licence Fees have been so paid.
- 16.8 The termination of this Agreement shall not affect any provision of this Agreement which is expressed to survive or to operate in the event of termination of this Agreement, and which shall include (but is not limited to): Clauses 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19 and 20.

17 FORCE MAJEURE

- 17.1 Except in relation to the Licensee's obligation to pay the Licence Fees, neither party shall be liable for any delay or failure to perform any of its obligations under this Agreement if such failure is due to industrial action or any circumstances beyond its reasonable control, including but not limited to inability to obtain the information or materials necessary to carry out its obligations under this Agreement (the "**Force Majeure Event**"). The party affected by the Force Majeure Event shall be under a duty to mitigate the effects of that Force Majeure Event, shall continue to perform its obligations to the extent reasonably possible and shall promptly resume performance of all its obligations once the Force Majeure Event has ended.

18 NOTICES

- 18.1 Any notice from one party ("**Sender**") to the other party ("**Recipient**") which is required to be given under this Agreement ("**Notice**") must be in writing (which for this purpose excludes e-mail), signed on behalf of the Sender, and be addressed to the Recipient using the details below. Notices must be sent by a postal delivery service which includes written proof of sending and delivery and such proof must be retained by the Sender. Any Notice shall be deemed to have been served on the date indicated on such proof of delivery. The details of the parties for the purpose of Notices are as follows (and each party shall promptly notify the other of any change):

Royal Mail: Address Management Unit, Southampton Mail Centre, Mitchell Way, Southampton International Airport, SOUTHAMPTON, SO18 2YY;

Licensee: the address and contact details given on the Licensee's Registration Form.

19 ENTIRE AGREEMENT

- 19.1 Save as otherwise agreed in writing, this Agreement and the documents referred to in this Agreement constitute the entire agreement between the parties in relation to its subject matter and replaces and extinguishes any previous statements, collateral or other warranties, assurances, representations, agreements, draft agreements, arrangements, undertakings or collateral contracts of any nature made between the parties whether oral or written, in relation to such subject matter, and there are no additional terms or obligations other than those contained therein.
- 19.2 Each party acknowledges that in entering into this Agreement it is not relying on, and shall have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) by the other party to this Agreement.
- 19.3 Nothing in this Clause 19 shall exclude or restrict the liability of either party arising out of fraudulent misrepresentation or fraudulent concealment.
- 19.4 Nothing in this Clause 19 shall waive any rights or remedies that either party may have accrued or which may accrue hereafter in respect of any other agreement or licence entered into between the parties whether before, on or after the date of this Agreement.

20 GENERAL

- 20.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the English courts.
- 20.2 The failure of either party to enforce or to exercise, at any time, or for any period, any term of, or right arising pursuant to, this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall not affect the party's right later to enforce or exercise it.
- 20.3 In the event of any Clause or part of a Clause contained in this Agreement being declared invalid or unenforceable by any court or other regulatory authority of competent jurisdiction, all of the other Clauses or parts of Clauses contained in this Agreement shall remain in full force and effect and shall not be affected thereby.
- 20.4 Any additions to or variations of this Agreement must be in writing and signed on behalf of both parties.
- 20.5 A person who is not a party to this Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999, but this clause will not affect any remedy available to such a person apart from that Act.

ANNEX 1

REMOTE MAP USER LICENCE

THIS AGREEMENT is between the **Remote Map Provider** and the **Remote Map User**.

THE PARTIES AGREE THAT

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the words and expressions set out below shall have the following meanings:

“Alias” means the database known as the ‘Alias File’, which contains ‘Locality’, ‘Thoroughfare’, ‘Alias - Delivery Point’ and ‘County Alias’ details;

“Data” means the databases known as PAF[®] and Alias and any extracts from or updates to any of the same;

“Digital Map” means a map in electronic form which has been developed, created, modified and/or enhanced by the Data or any part of the Data and/or supplied with the Data or any part of the Data;

“Intellectual Property Rights” means all intellectual and industrial property rights including, without limitation, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), copyrights, database rights, semiconductor topography rights, proprietary information rights, any other similar proprietary rights and all applications, extensions and renewals in relation to such rights as may exist anywhere in the world or be recognised in the future;

“Map Solution” means any product, service or other solution which: (a) is modified or enhanced by, incorporated with, developed or created using, derived from or derives benefit from, or involves the supply or the making available of, the Data or any part of the Data; and (b) is or contains a Digital Map;

“PAF[®]” means the database, or any part of it, known as the ‘Postcode Address File’ containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time. “PAF” is a registered trade mark of Royal Mail;

“Postcode” means a single alphanumeric code owned and developed by Royal Mail and allocated by Royal Mail to identify an address or number of addresses;

“Remote Map” means a Map Solution designed to display a Digital Map which is stored by the Remote Map Provider and is accessible via an Internet connection;

“Remote Map Provider” means the licensor under this Agreement;

“Remote Map User” means the licensee under this Agreement; and

“Royal Mail” means Royal Mail Group Limited (company number 4138203) and any successors or assigns.

1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa.

1.3 Any references in this Agreement to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

2 PERMISSION TO USE

2.1 The Remote Map Provider hereby grants to the Remote Map User the non-exclusive, non-transferable, right (revocable without notice) to remotely access the Remote Map Provider’s Remote Maps for the purposes of the Remote Map User’s own internal use (including reasonable viewing, copying, printing and sharing with third parties, but not in consideration of any payment).

- 2.2 Except as expressly provided in this Agreement, the Remote Map User may not:
- 2.2.1 offer the Data (or any part of the Data) to any third party;
 - 2.2.2 develop or create its own product or service containing any of the Data and/or offer it to any third party; or
 - 2.2.3 extract, copy or store any of the Data from a Remote Map other than the temporary copying of Data onto a local device that is necessary to enable the Remote Map User to use a Remote Map via a connection to the Internet.

3 DATA PROTECTION

- 3.1 If the Remote Map User's use of any personal data in the Data is subject to the Data Protection Act 1998 and Directive 95/46/EC of the European Parliament (together the "**Data Protection Legislation**"), the Remote Map User shall be the data controller of such personal data under the Data Protection Legislation. The Remote Map User agrees that it will not do or omit to do any act in respect of such personal data which would place it, Royal Mail or the Remote Map Provider in breach of the Data Protection Legislation.

4 PROPERTY RIGHTS IN THE DATA

- 4.1 The Remote Map User acknowledges that Royal Mail is the creator and owner of, or is otherwise authorised to use and exploit, the databases known as PAF[®] and Alias, and all Intellectual Property Rights subsisting in and/or relating to the same from time to time, and that the Remote Maps have been developed, created, modified and/or enhanced by the data or some part of the data and/or supplied with the data or some part of the data in such databases.
- 4.2 The Data and all supporting documentation and all Intellectual Property Rights subsisting in and/or relating to the same from time to time are and shall remain the property of Royal Mail or its licensors. The Remote Map User shall acquire no rights in the Data, the supporting documentation or any Intellectual Property Rights therein. This Agreement shall not operate as an assignment by Royal Mail of any Intellectual Property Right that may subsist in or relate to the Data or any supporting documentation.
- 4.3 Royal Mail reserves all its Intellectual Property Rights in the Data and the supporting documentation.
- 4.4 This Agreement does not grant to the Remote Map User any rights to use any of the trade marks, service marks, business names or logos of Royal Mail.

5 GENERAL

- 5.1 The failure of either party to enforce or to exercise, at any time, or for any period, any term of, or right arising pursuant to, this Agreement does not constitute, and shall not be construed as a waiver of such term or right and shall not affect the party's right later to enforce or exercise it.
- 5.2 The Remote Map User shall comply with all laws and regulations applicable to its use of the Data.
- 5.3 Royal Mail shall be entitled to enforce directly any or all of the rights of the Remote Map Provider under this Agreement.

ANNEX 2

REMOTE MAP DEVELOPER LICENCE

THIS AGREEMENT is between the **Remote Map Provider** and the **Remote Map Developer**.

THE PARTIES AGREE THAT

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the words and expressions set out below shall have the following meanings:

“**Alias**” means the database known as the ‘Alias File’, which contains ‘Locality’, ‘Thoroughfare’, ‘Alias - Delivery Point’ and ‘County Alias’ details;

“**Cleansed Data**” means any independent works, data or other materials collected in a Data Solution and/or Map Solution, which has been subjected to “Database Cleansing” against PAF[®] under any applicable licence (as such activity is defined in such licence);

“**Data**” means the databases known as PAF[®] and Alias and any extracts from or updates to any of the same;

“**Delivery Point**” means a complete postal address (business or residential), including a Postcode, to which mail is delivered;

“**Developed Maps**” means Remote Maps that have been developed by the Remote Map Developer using an application programming interface made available by the Remote Map Provider in respect of such Remote Maps;

“**Digital Map**” means a map in electronic form which has been developed, created, modified and/or enhanced by the Data or any part of the Data and/or supplied with the Data or any part of the Data;

“**Intellectual Property Rights**” means all intellectual and industrial property rights including, without limitation, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), copyrights, database rights, semiconductor topography rights, proprietary information rights, any other similar proprietary rights and all applications, extensions and renewals in relation to such rights as may exist anywhere in the world or be recognised in the future;

“**Map Solution**” means any product, service or other solution which: (a) is modified or enhanced by, incorporated with, developed or created using, derived from or derives benefit from, or involves the supply or the making available of, the Data or any part of the Data; and (b) is or contains a Digital Map;

“**PAF[®]**” means the database, or any part of it, known as the ‘Postcode Address File’ containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time. “PAF” is a registered trade mark of Royal Mail;

“**Postcode**” means a single alphanumeric code owned and developed by Royal Mail and allocated by Royal Mail to identify an address or number of addresses;

“**Remote Map**” means a Map Solution designed to display a Digital Map which is stored by the Remote Map Provider and is accessible via an Internet connection;

“**Remote Map Developer**” means the licensee under this Agreement;

“**Remote Map Provider**” means the licensor under this Agreement.

“**Royal Mail**” means Royal Mail Group Limited (company number 4138203) and any successors or assigns; and

“**Transaction**” means a Display of any of the Data, Cleansed Data and/or graphical indications of geographical locations, relating to a maximum of one thousand (1,000) Delivery Points (“**Maximum Data Display**”). For the avoidance of doubt:

(i) data comprising parts and/or the whole of Delivery Points may be Displayed;

- (ii) further searches within the Data or Cleansed Data Displayed pursuant to a Transaction (provided no additional Data or Cleansed Data is Displayed as part of such search) are not considered to be a further Transaction; and
 - (iii) Displays of Data or Cleansed Data in excess of the Maximum Data Display shall be an additional Transaction or additional Transactions (as appropriate depending on the amount of Data Displayed or Cleansed Data Displayed).
- 1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa.
- 1.3 Any references in this Agreement to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

2 PERMISSION TO USE THE DATA

- 2.1 The Remote Map Provider hereby grants to the Remote Map Developer the non-exclusive, non-transferable, revocable right to remotely access the Remote Map Provider's Remote Maps and to use such Remote Maps by remote access to develop Developed Maps.
- 2.2 The Remote Map Developer shall not extract any Data from a Remote Map other than to the extent that it is returned for display with such Remote Map as part of a Transaction.
- 2.3 The Remote Map Developer shall not advertise Developed Maps as Royal Mail approved or anything similar or imply such is the case unless Royal Mail has given its express prior written permission to the form of such an advertisement.

3 DATA PROTECTION

- 3.1 The parties' attention is drawn to the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them (the "**Data Protection Requirements**").
- 3.1.1 To the extent that there is any personal data included in the Data, the Remote Map Developer acknowledges that the Remote Map Provider is the data controller in respect of any such personal data and that the Remote Map Developer shall be the data controller of copies of any such personal data that it receives for the purposes of further processing in accordance with the terms of this Agreement.
- 3.1.2 The Remote Map Developer agrees it will not do or omit to do any act in respect of any such personal data which would place it, Royal Mail, or the Remote Map Provider in breach of the Data Protection Requirements and each party warrants to the other that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with any such personal data. In particular and without limitation to the foregoing, each party agrees that, as data controller of any such personal data, it shall promptly notify the other party of any queries from data subjects, the Information Commissioner or any other law enforcement authority in respect of the processing and/or disclosure of any such personal data by the other under this Agreement ("**Query**") and each party shall promptly provide the other with such information, co-operation and assistance as the other may require in order to respond to any Query, provided always that such notification and/or provision of co-operation and assistance is reasonable, proportionate and lawful.

For the purposes of this Clause 3, "data protection principles", "data controller", "data subject", "personal data" and "processing" shall have the meanings ascribed to them in the Data Protection Act 1998. For the avoidance of doubt, the parties agree that there is no intention to impose obligations under this Clause 3 on either party in respect of data and/or rights that are not, as a matter of law, subject to the Data Protection Requirements.

4 PROPERTY RIGHTS IN THE DATABASES

- 4.1 The Remote Map Developer acknowledges that Royal Mail is the creator and owner of, or is otherwise authorised to use and exploit, the databases known as PAF[®] and Alias, and all Intellectual Property Rights subsisting in and/or relating to the same from time to time, and that the Remote Maps have been developed, created, modified and/or enhanced by the data or some part of the data and/or supplied with the data or some part of the data in such databases.
- 4.2 The Data and all supporting documentation and all Intellectual Property Rights subsisting in and/or relating to the same from time to time are and shall remain the property of Royal Mail or its licensors. The Remote Map Developer shall acquire no rights in the Data, the supporting documentation or the Intellectual Property Rights. This Agreement shall not operate as an assignment by Royal Mail of any Intellectual Property Right that may subsist in or relate to the Data or any supporting documentation.
- 4.3 Royal Mail reserves all its Intellectual Property Rights in the Data and the supporting documentation in relation to any use of the same which is not permitted under this Agreement.
- 4.4 Subject to Clause 2.3, this Agreement does not grant to the Remote Map Developer any rights to use any of the trade marks, service marks, business names or logos of Royal Mail.

5 GENERAL

- 5.1 The failure of either party to enforce or to exercise, at any time, or for any period, any term of, or right arising pursuant to, this Agreement does not constitute, and shall not be construed as a waiver of such term or right and shall not affect the party's right later to enforce or exercise it.
- 5.2 The Remote Map Developer shall comply with all laws and regulations applicable to its use of the Data.
- 5.3 Royal Mail shall be entitled to enforce directly any or all of the rights of the Remote Map Provider under this Agreement.

ANNEX 3

LOADED DEVICE USER LICENCE

THIS AGREEMENT is between the **Loaded Map Provider** and the **Loaded Device User**.

THE PARTIES AGREE THAT

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the words and expressions set out below shall have the following meanings:

“Alias” means the database known as the ‘Alias File’, which contains ‘Locality’, ‘Thoroughfare’, ‘Alias - Delivery Point’ and ‘County Alias’ details;

“Data” means the databases known as PAF[®] and Alias and any extracts from or updates to any of the same;

“Digital Map” means a map in electronic form which has been developed, created, modified and/or enhanced by the Data or any part of the Data and/or supplied with the Data or any part of the Data;

“Intellectual Property Rights” means all intellectual and industrial property rights including, without limitation, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), copyrights, database rights, semiconductor topography rights, proprietary information rights, any other similar proprietary rights and all applications, extensions and renewals in relation to such rights as may exist anywhere in the world or be recognised in the future;

“Loaded Device” means a combination of hardware and software that is, or forms part of, an electronic device for the storage and display of Digital Maps to a Loaded Device User;

“Loaded Map” means a Map Solution designed to display a Digital Map and be stored permanently on a Loaded Device;

“Loaded Map Provider” means the licensor under this Agreement;

“Loaded Device User” means the licensee under this Agreement;

“Map Solution” means any product, service or other solution which: (a) is modified or enhanced by, incorporated with, developed or created using, derived from or derives benefit from, or involves the supply or the making available of, the Data or any part of the Data; and (b) is or contains a Digital Map;

“PAF[®]” means the database, or any part of it, known as the ‘Postcode Address File’ containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time. “PAF” is a registered trade mark of Royal Mail;

“Postcode” means a single alphanumeric code owned and developed by Royal Mail and allocated by Royal Mail to identify an address or number of addresses; and

“Royal Mail” means Royal Mail Group Limited (company number 4138203) and any successors or assigns.

1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa.

1.3 Any references in this Agreement to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

2 PERMISSION TO USE

2.1 The Loaded Map Provider hereby grants to the Loaded Device User the non-exclusive, non-transferable, revocable right:

- 2.1.1 to use the Loaded Map in conjunction with a Loaded Device supplied by the supplier of that Loaded Map; and
 - 2.1.2 to supply a Loaded Device that has been pre-loaded with a Loaded Map to any user of such Loaded Device, and the Loaded Device User agrees and undertakes to ensure that such user is aware of and accepts the terms and conditions of this Agreement (as a Loaded Device User) prior to using the Loaded Map on such Loaded Device.
- 2.2 Except as expressly provided in this Agreement, the Loaded Device User shall not use the Loaded Map:
- 2.2.1 to offer the Data (or any part of the Data) to any third party;
 - 2.2.2 to develop or create its own product or service containing any of the Data and offer it to any third party; or
 - 2.2.3 to extract, copy or store any Data from a Loaded Map.

3 DATA PROTECTION

- 3.1 If the Loaded Device User's use of any personal data in the Data is subject to the Data Protection Act 1998 and Directive 95/46/EC of the European Parliament (together the "**Data Protection Legislation**"), the Loaded Device User shall be the data controller of such personal data under the Data Protection Legislation. The Loaded Device User agrees that it will not do or omit to do any act in respect of such personal data which would place it, Royal Mail or the Loaded Map Provider in breach of the Data Protection Legislation.

4 PROPERTY RIGHTS IN THE DATA

- 4.1 The Loaded Device User acknowledges that Royal Mail is the creator and owner of, or is otherwise authorised to use and exploit, the databases known as PAF[®] and Alias, and all Intellectual Property Rights subsisting in and/or relating to the same from time to time, and that the Loaded Maps have been developed, created, modified and/or enhanced by the data or some part of the data and/or supplied with the data or some part of the data in such databases.
- 4.2 The Data and all supporting documentation and all Intellectual Property Rights subsisting in and/or relating to the same from time to time are and shall remain the property of Royal Mail or its licensors. The Loaded Device User shall acquire no rights in the Data, the supporting documentation or any Intellectual Property Rights therein. This Agreement shall not operate as an assignment by Royal Mail of any Intellectual Property Right that may subsist in or relate to the Data or any supporting documentation.
- 4.3 Royal Mail reserves all its Intellectual Property Rights in the Data and the supporting documentation in relation to any use of the same which is not permitted under this Agreement.
- 4.4 This Agreement does not grant to the Loaded Device User any rights to use any of the trade marks, service marks, business names or logos of Royal Mail.

5 GENERAL

- 5.1 The failure of either party to enforce or to exercise, at any time, or for any period, any term of, or right arising pursuant to, this Agreement does not constitute, and shall not be construed as a waiver of such term or right and shall not affect the party's right later to enforce or exercise it.
- 5.2 The Loaded Device User shall comply with all laws and regulations applicable to its use of the Data.
- 5.3 Royal Mail shall be entitled to enforce directly any or all of the rights of the Loaded Map Provider and/or the rights of Royal Mail.

ANNEX 4

LOADED DEVICE DEVELOPER LICENCE

THIS AGREEMENT is between the **Loaded Map Provider** and the **Loaded Device Developer**.

THE PARTIES AGREE THAT

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the words and expressions set out below shall have the following meanings:

“Alias” means the database known as the ‘Alias File’, which contains ‘Locality’, ‘Thoroughfare’, ‘Alias - Delivery Point’ and ‘County Alias’ details;

“Data” means the databases known as PAF[®] and Alias and any extracts from or updates to any of the same;

“Digital Map” means a map in electronic form which has been developed, created, modified and/or enhanced by the Data or any part of the Data and/or supplied with the Data or any part of the Data;

“Insolvency Event” means the occurrence of any of the following: (i) the Loaded Device Developer is unable to pay its debts as they fall due or otherwise becomes insolvent; or (ii) a receiver or an administrative receiver is appointed over any or all of the assets of the Loaded Device Developer; or (iii) any arrangement, compromise or composition of the Loaded Device Developer’s debts is proposed or made by the Loaded Device Developer; or (iv) the Loaded Device Developer or is entered into any proceedings for administration or liquidation or otherwise becomes subject to dissolution proceedings; or (v) any event analogous to those set out in (i) to (iv) occurs in any other jurisdiction in which the Loaded Device Developer carries out its business;

“Intellectual Property Rights” means all intellectual and industrial property rights including, without limitation, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), copyrights, database rights, semiconductor topography rights, proprietary information rights, any other similar proprietary rights and all applications, extensions and renewals in relation to such rights as may exist anywhere in the world or be recognised in the future;

“Loaded Device” means a combination of hardware and software that is, or forms part of, an electronic device for the storage and display of Digital Maps to a Loaded Device User;

“Loaded Device Developer” means the licensee under this Agreement;

“Loaded Device User” means a user of a Loaded Device who/which is licensed to use a Loaded Map on such Loaded Device;

“Loaded Device User Licence” means a licence granted to a Loaded Device User which incorporates terms no less restrictive and no more permissive than those terms and conditions set out in Annex 3 of the standard form “PAF[®] - Digital Mapping and Location Display Licence Agreement”, such Annex to be attached to this Agreement for ease of reference;

“Loaded Map” means a Map Solution designed to display a Digital Map and be stored permanently on a Loaded Device;

“Loaded Map Provider” means the licensor under this Agreement;

“Map Solution” means any product, service or other solution which: (a) is modified or enhanced by, incorporated with, developed or created using, derived from or derives benefit from, or involves the supply or the making available of, the Data or any part of the Data; and (b) is or contains a Digital Map;

“PAF[®]” means the database, or any part of it, known as the ‘Postcode Address File’ containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time. “PAF” is a registered trade mark of Royal Mail;

“Postcode” means a single alphanumeric code owned and developed by Royal Mail and allocated by Royal Mail to identify an address or number of addresses;

“Royal Mail” means Royal Mail Group Limited (company number 4138203) and any successors or assigns;

“Term” means the period from the date on which this Agreement becomes effective until the date on which this Agreement is terminated under Clause 7; and

“Working Day” means any day which is not a Saturday, Sunday or public holiday in England.

1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa.

1.3 Any references in this Agreement to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

2 PERMISSION TO USE LOADED MAPS

2.1 The Loaded Map Provider hereby grants to the Loaded Device Developer the non-exclusive, non-transferable, revocable right for the Term to use the Loaded Map Provider’s Loaded Maps in the development of Loaded Devices.

2.2 Except as expressly permitted pursuant to this Agreement, the Loaded Device Developer shall not:

2.2.1 use the Data for any purpose, including its own internal use;

2.2.2 use the whole or any part of the Data for any third party; and/or

2.2.3 transfer, sell, license, disseminate or in any way part with possession of the whole or any part of the Data to any third party.

2.3 The Loaded Device Developer shall not advertise Loaded Maps as Royal Mail approved or anything similar or imply such is the case unless Royal Mail has given its express prior written permission to the form of such an advertisement.

3 PERMISSION TO DISTRIBUTE LOADED MAPS

3.1 The Loaded Map Provider hereby grants to the Loaded Device Developer the non-exclusive, non-transferable, revocable right, for the Term to supply a copy of the Loaded Map Provider’s Loaded Map to users of Loaded Devices, provided that such Loaded Map is supplied pre-loaded on to a Loaded Device, pre-loaded on to a data storage medium and supplied only for the purpose of loading on to a Loaded Device, or supplied for download from the Internet only for the purpose of loading on to a Loaded Device.

3.2 The Loaded Device Developer agrees and undertakes to ensure that users of the Loaded Devices are aware of and accept the terms and conditions of the Loaded Device User Licence prior to using the Loaded Map on such Loaded Devices.

3.3 The Loaded Map Provider hereby grants to the Loaded Device Developer the non-exclusive, non-transferable, revocable right, for the Term to grant “Loaded Device Developer Licences” to third parties on terms no more permissive and no less restrictive than those contained in this Agreement and to supply the relevant Loaded Maps for use in accordance with such licences.

4 DATA PROTECTION

4.1 The parties’ attention is drawn to the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them (the **“Data Protection Requirements”**).

- 4.1.1 To the extent that there is any personal data included in the Data, the Loaded Device Developer acknowledges that the Loaded Map Provider is the data controller in respect of any such personal data and that the Loaded Device Developer shall be the data controller of copies of any such personal data that it receives for the purposes of further processing in accordance with the terms of this Agreement.
- 4.1.2 The Loaded Device Developer agrees it will not do or omit to do any act in respect of any such personal data which would place it, Royal Mail, or the Loaded Map Provider in breach of the Data Protection Requirements and each party warrants to the other that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with any such personal data. In particular and without limitation to the foregoing, each party agrees that, as data controller of any such personal data, it shall promptly notify the other party of any queries from data subjects, the Information Commissioner or any other law enforcement authority in respect of the processing and/or disclosure of any such personal data by the other under this Agreement (“**Query**”) and each party shall promptly provide the other with such information, co-operation and assistance as the other may require in order to respond to any Query, provided always that such notification and/or provision of co-operation and assistance is reasonable, proportionate and lawful.

For the purposes of this Clause 4, “data protection principles”, “data controller”, “data subject”, “personal data” and “processing” shall have the meanings ascribed to them in the Data Protection Act 1998. For the avoidance of doubt, the parties agree that there is no intention to impose obligations under this Clause 4 on either party in respect of data and/or rights that are not, as a matter of law, subject to the Data Protection Requirements.

5 REPORTING

- 5.1 The Loaded Device Developer shall, within fourteen (14) days of the Loaded Map Provider’s written request, provide such information as the Loaded Map Provider may reasonably require to determine the Loaded Device Developer’s compliance (or otherwise) with the terms of this Agreement.

6 PROPERTY RIGHTS IN THE DATA

- 6.1 The Loaded Device Developer acknowledges that Royal Mail is the creator and owner of, or is otherwise authorised to use and exploit, the databases known as PAF[®] and Alias, and all Intellectual Property Rights subsisting in and/or relating to the same from time to time, and that the Loaded Maps have been developed, created, modified and/or enhanced by the data or some part of the data and/or supplied with the data or some part of the data in such databases.
- 6.2 The Data and all supporting documentation and all Intellectual Property Rights subsisting in and/or relating to the same from time to time are and shall remain the property of Royal Mail or its licensors. The Loaded Device Developer shall acquire no rights in the Data, the supporting documentation or any Intellectual Property Rights therein. This Agreement shall not operate as an assignment by Royal Mail of any Intellectual Property Right that may subsist in or relate to the Data or any supporting documentation.
- 6.3 Royal Mail reserves all its Intellectual Property Rights in the Data and the supporting documentation in relation to any use of the same which is not permitted under this Agreement.
- 6.4 Subject to Clause 2.3, this Agreement does not grant to the Loaded Device Developer any rights to use any of the trade marks, service marks, business names or logos of Royal Mail.

7 TERMINATION

- 7.1 If the Loaded Map Provider’s licence with Royal Mail (or the relevant sub-licensee of Royal Mail) terminates by notice, the Loaded Map Provider shall provide notice of such termination to the Loaded Device Developer within twenty (20) Working Days of the date of such notice (the “**Royal Mail Termination Date**”).
- 7.2 This Agreement may be terminated forthwith by the Loaded Map Provider or Royal Mail by written notice to the Loaded Device Developer upon the occurrence of any of the following:

- 7.2.1 if the Loaded Device Developer breaches any material term of this Agreement and such failure is incapable of remedy, or, where such failure is capable of remedy, the Loaded Device Developer further fails to remedy the position within twenty (20) Working Days (or such other period as agreed with the Loaded Map Provider and/or Royal Mail, as applicable) of the date of written notification of such breach by the Loaded Map Provider or Royal Mail; or
- 7.2.2 if any Insolvency Event occurs in respect of the Loaded Device Developer.
- 7.3 The terms of this Agreement shall continue to be of effect until the earlier of (i) the expiry or termination of this Agreement in accordance with its terms; or (ii) the period ending three (3) months after the Royal Mail Termination Date (the **"Post-Termination Period"**) provided that:
- 7.3.1 this shall only apply to such Loaded Maps as the Loaded Device Developer has already received as at the Royal Mail Termination Date and no updates to those Loaded Maps are to be provided to the Loaded Device Developer as from that Royal Mail Termination Date; and
- 7.3.2 the Loaded Device Developer's obligations in relation to the same shall continue to be subject to the terms and conditions of this Agreement.
- 7.4 Within twelve (12) months of the date of termination of this Agreement the Loaded Device Developer shall destroy all copies of the Data and supporting documentation, to the extent that it is possible to do so. The Loaded Device Developer shall promptly confirm in writing to the Loaded Map Provider that this has been done.
- 7.5 Following any termination or expiry of this Agreement:
- 7.5.1 the Loaded Device Developer shall be entitled to retain a copy of the Data for:
- (a) archiving purposes, to be used only in the event of and for the purposes of audit, to meet any legal or regulatory requirement or the requirement of a court of competent jurisdiction or as otherwise agreed with Royal Mail; or
 - (b) the purpose of providing technical support to Loaded Device Users in relation to Loaded Maps (but for no other purpose).
- 7.5.2 the Loaded Device Developer, being in possession or control of any Loaded Devices upon which any Loaded Map has been loaded (in accordance with this Agreement) prior to the date of expiry or termination of this Agreement, is permitted to continue to use the Loaded Map on such Loaded Devices and to supply the same to purchasers of Loaded Devices, provided this is in accordance with all terms and conditions of this Agreement which would have applied to such use and supply had it not been for such termination or expiry.

8 GENERAL

- 8.1 The failure of either party to enforce or to exercise, at any time, or for any period, any term of, or right arising pursuant to, this Agreement does not constitute, and shall not be construed as a waiver of such term or right and shall not affect the party's right later to enforce or exercise it.
- 8.2 The Loaded Device Developer shall comply with all laws and regulations applicable to its use of the Data.
- 8.3 Royal Mail shall be entitled to enforce directly any or all of the rights of the Loaded Map Provider and/or the rights of Royal Mail under this Agreement.

ANNEX 5

SUB-CONTRACTOR LICENCE

THIS AGREEMENT is between the **Licensor** and the **Sub-contractor**.

THE PARTIES AGREE THAT

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the words and expressions set out below shall have the following meanings:

“**Alias**” means the database known as the ‘Alias File’, which contains ‘Locality’, ‘Thoroughfare’, ‘Alias - Delivery Point’ and ‘County Alias’ details;

“**Data**” means the databases known as PAF[®] and Alias and any extracts from or updates to any of the same;

“**Data Solution**” means any product, service or other solution which: (a) is modified or enhanced by, incorporated with, developed or created using, derived from or derives benefit from, or involves the supply or the making available of, the Data or any part of the Data; and (b) neither is nor contains a Digital Map;

“**Digital Map**” means a map in electronic form which has been developed, created, modified and/or enhanced by the Data or any part of the Data and/or supplied with the Data or any part of the Data;

“**Insolvency Event**” means the occurrence of any of the following: (i) the Sub-contractor is unable to pay its debts as they fall due or otherwise becomes insolvent; or (ii) a receiver or an administrative receiver is appointed over any or all of the assets of the Sub-contractor; or (iii) any arrangement, compromise or composition of the Sub-contractor’s debts is proposed or made by the Sub-contractor; or (iv) the Sub-contractor enters or is entered into any proceedings for administration or liquidation or otherwise becomes subject to dissolution proceedings; or (v) any event analogous to those set out in (i) to (iv) occurs in any other jurisdiction in which the Sub-contractor carries out its business;

“**Intellectual Property Rights**” means all intellectual and industrial property rights including, without limitation, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), copyrights, database rights, semiconductor topography rights, proprietary information rights, any other similar proprietary rights and all applications, extensions and renewals in relation to such rights as may exist anywhere in the world or be recognised in the future;

“**Licensor**” shall mean the licensor under this Agreement;

“**Map Solution**” means any product, service or other solution which: (a) is modified or enhanced by, incorporated with, developed or created using, derived from or derives benefit from, or involves the supply or the making available of, the Data or any part of the Data; and (b) is or contains a Digital Map;

“**PAF[®]**” means the database, or any part of it, known as the ‘Postcode Address File’ containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time. “PAF” is a registered trade mark of Royal Mail;

“**Postcode**” means a single alphanumeric code owned and developed by Royal Mail and allocated by Royal Mail to identify an address or a number of addresses;

“**Royal Mail**” means Royal Mail Group Limited (company number 4138203) and any successors or assigns;

“**Sub-contractor**” means the licensee under this Agreement;

“**Use**” means to use, copy, reproduce, extract, enhance, correct or amend; and

“**Working Day**” means any day which is not a Saturday, Sunday or public holiday in England.

1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa.

1.3 Any references in this Agreement to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

2 SUB-CONTRACTOR LICENCE

2.1 The Licensor hereby grants to the Sub-contractor the non-exclusive, non-transferable, revocable right for the term of this Agreement to Use the Data to provide services to the Licensor which relate to the development, creation, modification or enhancement of the Licensor's own Data Solutions and/or Map Solutions, provided that the Sub-contractor complies with the terms of this Agreement.

2.2 The Sub-contractor is only permitted to Use the Data for the Licensor's business purposes (and not otherwise for the Sub-contractor's or any third party's purposes or benefit or for the creation of the Sub-contractor's or any third party's products, Data Solutions and/or Map Solutions).

2.3 The Sub-contractor shall not:

2.3.1 transfer, sell, license, disseminate or in any way part with possession of the whole or any part of the Data to any third party except the Licensor or Royal Mail; or

2.3.2 advertise its products and/or services as Royal Mail approved or anything similar or imply such is the case unless Royal Mail has given its express prior written permission to the form of such an advertisement; or

2.3.3 remove, obscure, or otherwise tamper with any Royal Mail trade mark or copyright notices contained within a Data Solution and/or Map Solution.

2.4 The Sub-contractor shall comply with all laws and regulations applicable to its use of the Data as permitted (or otherwise) pursuant to this Agreement.

3 DATA PROTECTION

3.1 The parties' attention is drawn to the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them (the "**Data Protection Requirements**"). The Sub-contractor acknowledges that the Licensor is the data controller in respect of any personal data in the Data and that the Sub-contractor shall be the data processor of copies of the Data that it receives for the purposes of further processing in accordance with the terms of this Agreement. The Sub-contractor agrees it will not do or omit to do any act which would place it, the Licensor, or Royal Mail in breach of the Data Protection Requirements and each party warrants 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 Agreement. In particular and without limitation to the foregoing, the Sub-contractor agrees that, as data processor, it shall:

3.1.1 comply with the data protection principles in the Data Protection Act 1998 in respect of its processing under this Agreement;

3.1.2 promptly notify the Licensor of any queries from data subjects, the Information Commissioner or any other law enforcement authority relating to the Data which the Sub-contractor receives. The Sub-contractor shall provide the Licensor with a copy of any such queries and consult with the Licensor prior to replying; and

3.1.3 promptly upon request from the Licensor provide such information to the Licensor as the Licensor may reasonably require to allow it to comply with the rights of data subjects, including subject access rights, or with information notices served by the Information Commissioner.

For the purposes of this Clause 3 "data protection principles", "data controller", "data subject", "personal data" and "processing" shall have the meanings ascribed to them in the Data Protection Act 1998.

4 REPORTING

- 4.1 The Sub-contractor shall, within fourteen (14) days of the Licensor's written request, provide such information as the Licensor may reasonably require to determine the Sub-contractor's compliance (or otherwise) with the terms of this Agreement.

5 PROPERTY RIGHTS IN THE DATA

- 5.1 The Sub-contractor acknowledges that Royal Mail is the creator and owner of, or is otherwise authorised to use and exploit, the databases known as PAF[®] and Alias, and all Intellectual Property Rights subsisting in and/or relating to the same from time to time, and that the Data Solutions and/or Map Solutions have been developed, created, modified and/or enhanced by the data or some part of the data and/or supplied with the data or some part of the data in such databases.
- 5.2 The Data and all supporting documentation and all Intellectual Property Rights subsisting in and/or relating to the same from time to time are and shall remain the property of Royal Mail or its licensors. The Sub-contractor shall acquire no rights in the Data, the supporting documentation or any Intellectual Property Rights therein. This Agreement shall not operate as an assignment by Royal Mail of any Intellectual Property Right that may subsist in or relate to the Data or any supporting documentation.
- 5.3 Royal Mail reserves all its Intellectual Property Rights in the Data and the supporting documentation in relation to any use of the same which is not permitted under this Agreement.
- 5.4 This Agreement does not grant to the Sub-contractor any rights to use any of the trade marks, service marks, business names or logos of Royal Mail.

6 TERMINATION

- 6.1 This Agreement shall terminate upon termination or expiry of the Licensor's right to use the Data.
- 6.2 This Agreement may be terminated forthwith by the Licensor or Royal Mail by written notice to the Sub-contractor upon the occurrence of any of the following:
- 6.2.1 if the Sub-contractor breaches any material term of this Agreement and such failure is incapable of remedy, or, where such failure is capable of remedy, the Sub-contractor further fails to remedy the position within twenty (20) Working Days (or such other period as agreed with the Licensor and/or Royal Mail, as applicable) of the date of written notification of such breach by the Licensor or Royal Mail; or
- 6.2.2 if any Insolvency Event occurs in respect of the Sub-contractor.

7 CONSEQUENCES OF TERMINATION

- 7.1 As at the date of termination of this Agreement the licence granted to the Sub-contractor also terminates and accordingly the Sub-contractor shall cease to be permitted to, or to permit any third party to, make any use of any of the Data.
- 7.2 Within fourteen (14) days of termination of this Agreement, the Sub-contractor shall destroy all copies of the Data and supporting documentation to the extent that it is possible to do so. The Sub-contractor shall promptly confirm in writing to the Licensor that this has been done.

8 GENERAL

- 8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the English courts.
- 8.2 The failure of either party to enforce or to exercise, at any time, or for any period, any term of, or right arising pursuant to, this Agreement does not constitute, and shall not be construed as a waiver of such term or right and shall not affect the party's right later to enforce or exercise it.

- 8.3 The Sub-contractor shall comply with all laws and regulations applicable to its use of the Data.
- 8.4 Royal Mail shall be entitled to enforce directly any or all of the rights of the Licensor and/or the rights of Royal Mail under this Agreement.

ANNEX 6

SUB-LICENCE

THIS AGREEMENT is between the **Sub-licensor** and the **Sub-licensee**.

THE PARTIES AGREE THAT

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the words and expressions set out below shall have the following meanings:

“Alias” means the database known as the ‘Alias File’, which contains ‘Locality’, ‘Thoroughfare’, ‘Alias - Delivery Point’ and ‘County Alias’ details;

“Cleansed Data” means any independent works, data or other materials collected in a Data Solution and/or Map Solution, which has been subjected to “Database Cleansing” against PAF[®] under any applicable licence (as such activity is defined in such licence);

“Corporate Group” means:

(a) in relation to a body of corporate entities, a Sub-licensee, its subsidiaries, its subsidiary undertakings, its holding companies and every subsidiary or subsidiary undertaking of each such holding company from time to time (“subsidiary” and “holding company” being defined as in section 1159 of the Companies Act 2006 and “subsidiary undertaking” being as defined in section 1162 of the Companies Act 2006, the “Companies Act 2006” meaning that Act together with the further provisions of law referred to in section 2 of that Act as repealed and re-enacted, or as modified by, and together with, all other statutes or subordinate legislation concerning companies, and “company” meaning any body corporate); or

(b) in relation to a partnership, a Sub-licensee and any legal entity which from time to time Controls, is Controlled by or is under common Control with such Sub-licensee;

“Corporate Group Member” means an entity within the Corporate Group;

“Data” means the databases known as PAF[®] and Alias and any extracts from or updates to any of the same;

“Data Solution” means any product, service or other solution which: (a) is modified or enhanced by, incorporated with, developed or created using, derived from or derives benefit from, or involves the supply or the making available of, the Data or any part of the Data; and (b) neither is nor contains a Digital Map;

“Delivery Point” means a complete postal address (business or residential), including a Postcode, to which mail is delivered;

“Digital Map” means a map in electronic form which has been developed, created, modified and/or enhanced by the Data or any part of the Data and/or supplied with the Data or any part of the Data;

“Display” means a transmission of the digital information necessary for the electronic display of any of the Data, Cleansed Data or graphical indications of geographical locations on: (a) a Digital Map; (b) a web-page accompanying or directly linked to a Digital Map; or (c) in respect of such display to a Remote Map User, a web-page unrelated to a Digital Map, solely for the purpose of providing geographical location based information services (and **“Displayed”** and **“Displaying”** shall be construed accordingly);

“Evaluation and Development Licence” means a licence granted to a Prospective Sub-licensee which incorporates terms no less restrictive and no more permissive than those terms and conditions set out in Annex 7 of the standard form “PAF[®] - Digital Mapping and Location Display Licence Agreement”, such Annex to be attached to this Agreement for ease of reference;

“Insolvency Event” means the occurrence of any of the following: (i) the Sub-licensee is unable to pay its debts as they fall due or otherwise becomes insolvent; or (ii) a receiver or an administrative receiver is appointed over any or all of the assets of the Sub-licensee; or (iii) any arrangement, compromise or composition of the Sub-licensee’s debts is proposed or made by the Sub-licensee; or (iv) the Sub-licensee enters or is entered into any proceedings for administration or liquidation or otherwise becomes subject to dissolution proceedings; or (v) any event analogous to those set out in (i) to (iv) occurs in any other jurisdiction in which the Sub-licensee carries out its business;

“Intellectual Property Rights” means all intellectual and industrial property rights including, without limitation, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), copyrights, database rights, semiconductor topography rights, proprietary information rights, any other similar proprietary rights and all applications, extensions and renewals in relation to such rights as may exist anywhere in the world or be recognised in the future;

“Loaded Device” means a combination of hardware and software that is, or forms part of, an electronic device for the storage and display of Digital Maps to a Loaded Device User;

“Loaded Map” means a Map Solution designed to display a Digital Map and be stored permanently on a Loaded Device;

“Loaded Device Developer” means any entity which is supplied with a Loaded Map by a Map Provider for the purposes of developing and distributing Loaded Devices and/or distributing Loaded Maps;

“Loaded Device Developer Licence” means a licence granted to a Loaded Device Developer which incorporates terms no less restrictive and no more permissive than those terms and conditions set out in Annex 4 of the standard form “PAF[®] - Digital Mapping and Location Display Licence Agreement”, such Annex to be attached to this Agreement for ease of reference;

“Loaded Device User” means a user of a Loaded Device who/which is licensed to use a Loaded Map on such Loaded Device;

“Loaded Device User Licence” means a licence granted to a Loaded Device User which incorporates terms no less restrictive and no more permissive than those terms and conditions set out in Annex 3 of the standard form “PAF[®] - Digital Mapping and Location Display Licence Agreement”, such Annex to be attached to this Agreement for ease of reference;

“Map Provider” means any or all of the Sub-licensee and each subsequent sub-licensee, in their role as a licensed provider of Map Solutions under this Agreement, in each case as the context shall dictate;

“Map Solution” means any product, service or other solution which: (a) is modified or enhanced by, incorporated with, developed or created using, derived from or derives benefit from, or involves the supply or the making available of, the Data or any part of the Data; and (b) is or contains a Digital Map;

“Maximum Data Display” shall have the meaning given in the definition of “Transaction” in this Clause 1.1;

“PAF[®]” means the database, or any part of it, known as the ‘Postcode Address File’ containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time. “PAF” is a registered trade mark of Royal Mail;

“Postcode” means a single alphanumeric code owned and developed by Royal Mail and allocated by Royal Mail to identify an address or number of addresses;

“Prospective Sub-licensee” means a prospective sub-licensee of the Sub-licensee that wishes to, or has, entered into an Evaluation and Development Licence;

“Remote Map” means a Map Solution designed to display a Digital Map which is stored by a Map Provider and is accessible via an Internet connection;

“Remote Map Developer” means an entity which is licensed by a Map Provider to remotely access a Remote Map for the purposes of adding functionality to such Remote Map, by

remote access, of that Remote Map;

“Remote Map Developer Licence” means a licence granted to a Remote Map Developer which incorporates terms no less restrictive and no more permissive than those terms and conditions set out in Annex 2 of the standard form “PAF[®] - Digital Mapping and Location Display Licence Agreement”, such Annex to be attached to this Agreement for ease of reference;

“Remote Map User” means a user who/which is licensed to utilise by remote access a Remote Map;

“Remote Map User Licence” means a licence granted to a Remote Map User which incorporates terms no less restrictive and no more permissive than those terms and conditions set out in Annex 1 of the standard form “PAF[®] - Digital Mapping and Location Display Licence Agreement”, such Annex to be attached to this Agreement for ease of reference;

“Royal Mail” means Royal Mail Group Limited (company number 4138203) and any successors or assigns;

“Royal Mail Termination Date” means the date of any termination of any agreement in the form of Royal Mail’s “PAF - Digital Mapping and Location Display Licence Agreement” between Royal Mail and the Sub-licensor;

“Sub-contractor” means a sub-contractor of the Sub-licensee who is a party to a Sub-contractor Licence;

“Sub-contractor Licence” means a licence which incorporates terms no less restrictive and no more permissive than those terms and conditions set out in Annex 5 of the standard form “PAF[®] - Digital Mapping and Location Display Licence Agreement”, such Annex to be attached to this Agreement for ease of reference;

“Sub-licensee” means the licensee under this Agreement or any third party provider of Data Solutions and/or Map Solutions which is licensed to do so pursuant to this Agreement, as the context dictates;

“Sub-licensor” means the licensor under this Agreement;

“Sub-licence” means a licence (of which this Agreement is an example) granted to a licensee which incorporates terms no less restrictive and no more permissive than those terms and conditions set out in Annex 6 of the standard form “PAF[®] - Digital Mapping and Location Display Licence Agreement”, such Annex to be attached to this Agreement for ease of reference;

“Transaction” means a Display of any of the Data, Cleansed Data and/or graphical indications of geographical locations, relating to a maximum of one thousand (1,000) Delivery Points (**“Maximum Data Display”**). For the avoidance of doubt:

- (i) data comprising parts and/or the whole of Delivery Points may be Displayed;
- (ii) further searches within the Data or Cleansed Data Displayed pursuant to a Transaction (provided no additional Data or Cleansed Data is Displayed as part of such search) are not considered to be a further Transaction; and
- (iii) without prejudice to Clause 4.3.1, Displays of Data or Cleansed Data in excess of the Maximum Data Display shall be an additional Transaction or additional Transactions (as appropriate depending on the amount of Data Displayed or Cleansed Data Displayed);

“Use” means to use, copy, reproduce, extract, enhance, correct or amend; and

“Working Day” means any day which is not a Saturday, Sunday or public holiday in England.

- 1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa.

- 1.3 Any references in this Agreement to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

2 PERMISSION TO USE THE DATA

- 2.1 Subject to Clause 2.2, the Sub-licensor hereby grants to the Sub-licensee the non-exclusive, non-transferable, revocable right for the term of this Agreement to Use the Sub-licensor's Data Solutions and/or Map Solutions in, or to develop, create, modify and/or enhance, its Data Solutions and/or Map Solutions, provided that:

2.1.1 its Map Solutions are intended for licensing as Remote Maps or Loaded Maps, and/or for licensing to Sub-licensees in accordance with this Agreement; and/or

2.1.2 its Data Solutions are intended for licensing to Sub-licensees in accordance with this Agreement for the purposes of ultimately facilitating the creation of Map Solutions,

and Data Solutions to which Clause 2.1.2 applies may: (i) be produced in any form, including, without limitation, any device, solution, software or database; (ii) be in written form or produced electronically; and/or (iii) include functionality, software, services or other data in addition to the Data.

- 2.2 The Sub-licensee may not Use the Sub-licensor's Map Solutions in, or to develop, create, modify and/or enhance the Sub-licensee's Data Solutions.

- 2.3 Except as expressly permitted pursuant to this Agreement, the Sub-licensee shall not:

2.3.1 Use the whole or any part of the Data for any purpose, including its own internal use;

2.3.2 Use the whole or any part of the Data for any third party (including, but not limited to, Prospective Sub-licensees, Sub-licensees, Sub-contractors, Remote Map Developers, Remote Map Users, Loaded Device Developers and Loaded Device Users); or

2.3.3 transfer, sell, license, disseminate or in any way part with possession of the whole or any part of the Data to any third party (including, but not limited to, Prospective Sub-licensees, Sub-licensees, Sub-contractors, Remote Map Developers, Remote Map Users, Loaded Device Developers and Loaded Device Users).

- 2.4 Where the Sub-licensee wishes to Use the Data, or to permit another Sub-licensee to Use the Data, other than as expressly permitted pursuant to this Agreement, including for its or a Sub-licensee's own internal use or otherwise, it shall enter into the appropriate licence agreement with Royal Mail or an appropriate licensee of Royal Mail.

- 2.5 The Sub-licensee shall not advertise any Data Solutions and/or Map Solutions, including, but not limited to, Remote Maps and/or Loaded Maps, as Royal Mail approved or anything similar or imply that such is the case unless Royal Mail has given its express prior written permission to the form of such an advertisement. Notwithstanding the foregoing, the Sub-licensee shall ensure that each of its own Data Solutions and/or Map Solutions includes a prominent notice stating that Royal Mail's PAF® is included in or has been used in the development or creation of such Data Solutions and/or Map Solutions.

- 2.6 The Sub-licensee shall comply with all laws and regulations applicable to its use of the Data as permitted (or otherwise) pursuant to this Agreement.

3 PERMISSION TO DISTRIBUTE

- 3.1 Subject to Clauses 3.2 to 3.10, the Sub-licensor hereby grants to the Sub-licensee the non-exclusive, non-transferable, revocable right for the term of this Agreement to grant:

3.1.1 Remote Map User Licences; and/or

3.1.2 Remote Map Developer Licences; and/or

3.1.3 Loaded Device User Licences; and/or

- 3.1.4 Loaded Device Developer Licences; and/or
 - 3.1.5 Sub-contractor Licences; and/or
 - 3.1.6 Sub-licences; and/or
 - 3.1.7 Evaluation and Development Licences,
- and to supply the relevant Data Solutions and/or Map Solutions for use in accordance with such licences.
- 3.2 A Loaded Device User Licence may only be granted by the Sub-licensee for the purpose of supplying Loaded Maps to Loaded Device Users:
 - 3.2.1 which are pre-loaded onto a Loaded Device;
 - 3.2.2 which are pre-loaded onto a data storage medium, only for the purpose of loading onto a Loaded Device; or
 - 3.2.3 for download from the Internet, only for the purpose of loading onto a Loaded Device.
 - 3.3 The Sub-licensee shall remain primarily responsible for the acts and omissions of its Sub-contractors as though they were its own. The Sub-licensee shall also be responsible for all loss or damage (whether direct, or indirect or consequential) howsoever arising out of or in connection with such Sub-contractor's use of or access to the Data.
 - 3.4 Evaluation and Development Licences may be granted by the Sub-licensee to Prospective Sub-licensees only:
 - 3.4.1 to demonstrate a Data Solution and/or Map Solution to a Prospective Sub-licensee and/or to allow such party to evaluate that Data Solution and/or Map Solution with a view to entering into a Sub-licence; and/or
 - 3.4.2 to fulfil a genuine requirement to develop a wider solution and to evaluate the integration of a Data Solution and/or Map Solution within that wider solution.
 - 3.5 The Sub-licensee shall ensure that it has appropriate technical restrictions in place to ensure compliance by a Prospective Sub-licensee with the terms of the Evaluation and Development Licence.
 - 3.6 Each response by the Prospective Sub-licensee to an enquiry to a Data Solution and/or Map Solution (under the Evaluation and Development Licence) shall be deemed to be a Transaction and the Sub-licensee shall ensure that the Maximum Data Display is not exceeded in any single Transaction.
 - 3.7 Where the Sub-licensee grants an Evaluation and Development Licence for the purposes described at Clause 3.4.2 then it shall provide to Royal Mail:
 - 3.7.1 details of those Prospective Sub-licensees that have been permitted to extract Data from a Data Solution and/or Map Solution pursuant to such Evaluation and Development Licence and the commencement date of such period of permitted extraction; and
 - 3.7.2 reasonable evidence of the genuine requirement of those Prospective Sub-licensees to develop a wider solution and to evaluate the integration of such Data Solution and/or Map Solution within that wider solution.
 - 3.8 The Sub-licensee shall be responsible for all third parties' compliance with the terms of all Sub-licences, Sub-contractor Licences, Evaluation and Development Licences, Loaded Device Developer Licences and Loaded Device User Licences.
 - 3.9 The Sub-licensee shall:
 - 3.9.1 comply with all laws and regulations applicable to its use of the Data and its supply to other parties as permitted (or otherwise) pursuant to this Agreement; and
 - 3.9.2 ensure that Prospective Sub-licensees, Sub-licensees, Remote Map Developers, Remote Map Users, Loaded Device Developers, and Loaded Device Users, comply

with all laws and regulations applicable to use of the Data.

- 3.10 The Sub-licensee shall not warrant, represent or in any way imply to any person that Royal Mail is in any way warranting that a Data Solution and/or Map Solution is suitable for or is capable of being used by such person.

4 PERMISSION TO DISPLAY DATA

- 4.1 Subject to Clauses 4.2, 4.3 and 4.4, the Sub-licensor hereby grants to the Sub-licensee the non-exclusive, non-transferable, revocable right for the term of this Agreement to Display Data, Cleansed Data and/or graphical indications of geographical locations of Delivery Points pursuant to Transactions to Remote Map Users and/or Loaded Device Users. This Clause 4 is without prejudice to the ownership of Intellectual Property Rights in databases containing Cleansed Data.

- 4.2 In respect of each Remote Map User and each Loaded Device User, the Sub-licensee shall not Display Data, Cleansed Data, and/or any graphical indications of geographical locations of Delivery Points pursuant to two or more Transactions simultaneously.

- 4.3 In respect of any Data, Cleansed Data and/or graphical indications of geographical locations of Delivery Points that are Displayed pursuant to Transactions, the Sub-licensee shall ensure that:

4.3.1 the Maximum Data Display is not exceeded in any single Transaction; and

4.3.2 the Remote Map Users and/or Loaded Device Users are not permitted to copy or distribute to any third parties any Data or Cleansed Data that are Displayed by the Sub-licensee, except to the extent expressly permitted in the Remote Map User Licence or the Loaded Device User Licence.

- 4.4 This Agreement does not permit any Remote Map Provider to Display any Data to a Remote Map User for the purpose of confirming such Remote Map User's address details to which a sale of a product or service is being made.

5 SUB-LICENSEE'S CORPORATE GROUP

- 5.1 Sub-licensor hereby grants to each Sub-licensee's Corporate Group Member licences equivalent to those granted to the Sub-licensee in Clauses 2, 3, and 4, subject to and in accordance with the terms and conditions of this Agreement.

- 5.2 The Sub-licensee shall procure that each Sub-licensee's Corporate Group Member that accesses or uses any of the Data, shall comply with the terms of this Agreement applicable to it. The Sub-licensee shall not be relieved of any of its obligations under this Agreement by virtue of, and shall be primarily responsible for, the acts and omissions of all its Corporate Group Members. The Sub-licensee hereby indemnifies Royal Mail against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis), losses and damages arising from any failure by it to procure compliance by any of its Corporate Group Members with the terms of this Agreement or otherwise arising out of or in connection with any its Corporate Group Members' use of or access to the Data.

6 PREVENTION OF UNAUTHORISED DATA ACCESS

- 6.1 The Sub-licensee warrants that it has in place and shall maintain measures (including, where practicable, but not limited to, technical restrictions, download monitoring tools, IP address blocking, investigation procedures and account closing procedures) to prevent unlicensed extraction and/or unlicensed re-utilisation of the Data.

7 DATA PROTECTION

- 7.1 The parties' attention is drawn to the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them (the "**Data Protection Requirements**").

- 7.1.1 To the extent that there is any personal data included in the Data, the Sub-licensee acknowledges that the Sub-licensor is the data controller in respect of any such personal data and that the Sub-licensee shall be the data controller of copies of any such personal data that it receives for the purposes of further processing in accordance with the terms of this Agreement.
- 7.1.2 The Sub-licensee agrees it will not do or omit to do any act in respect of any such personal data which would place it, Royal Mail, or the Sub-licensor in breach of the Data Protection Requirements and each party warrants to the other that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with any such personal data. In particular and without limitation to the foregoing, each party agrees that, as data controller of any such personal data, it shall promptly notify the other party of any queries from data subjects, the Information Commissioner or any other law enforcement authority in respect of the processing and/or disclosure of any such personal data by the other under this Agreement (“**Query**”) and each party shall promptly provide the other with such information, co-operation and assistance as the other may require in order to respond to any Query, provided always that such notification and/or provision of co-operation and assistance is reasonable, proportionate and lawful.

For the purposes of this Clause 7, “data protection principles”, “data controller”, “data subject”, “personal data” and “processing” shall have the meanings ascribed to them in the Data Protection Act 1998. For the avoidance of doubt, the parties agree that there is no intention to impose obligations under this Clause 7 on either party in respect of data and/or rights that are not, as a matter of law, subject to the Data Protection Requirements.

8 PROPERTY RIGHTS IN THE DATA

- 8.1 The Sub-licensee acknowledges that Royal Mail is the creator and owner of, or is otherwise authorised to use and exploit, the databases known as PAF[®] and Alias, and all Intellectual Property Rights subsisting in and/or relating to the same from time to time, and that the Data Solutions and/or Map Solutions have been developed, created, modified and/or enhanced by the data or some part of the data and/or supplied with the data or some part of the data in such databases.
- 8.2 The Data and all supporting documentation and all Intellectual Property Rights subsisting in and/or relating to the same from time to time are and shall remain the property of Royal Mail or its licensors. The Sub-licensee shall acquire no rights in the Data, the supporting documentation or any Intellectual Property Rights therein. This Agreement shall not operate as an assignment by Royal Mail of any Intellectual Property Right that may subsist in or relate to the Data or any supporting documentation.
- 8.3 Royal Mail reserves all its Intellectual Property Rights in the Data and the supporting documentation in relation to any use of the same which is not permitted under this Agreement.
- 8.4 Subject to Clause 2.4, this Agreement does not grant to the Sub-licensee any rights to use any of the trade marks, service marks, business names or logos of Royal Mail.

9 TERMINATION

- 9.1 This Agreement may be terminated forthwith by the Sub-licensor or Royal Mail by written notice to the Sub-licensee upon the occurrence of any of the following:
- 9.1.1 if the Sub-licensee breaches any material term of this Agreement and such failure is incapable of remedy, or, where such failure is capable of remedy, the Sub-licensee further fails to remedy the position within twenty (20) Working Days (or such other period as agreed with the Sub-licensor and/or Royal Mail, as applicable) of the date of written notification of such breach by the Sub-licensor or Royal Mail; or
- 9.1.2 if any Insolvency Event occurs in respect of the Sub-licensee.
- 9.2 The terms of this Agreement shall continue to be of effect until the earlier of (i) the expiry or termination of this Agreement in accordance with its terms; or (ii) the period ending three (3) months after the Royal Mail Termination Date, (the “**Post-Termination Period**”) provided that:

- 9.2.1 this shall apply only in relation to such Data as the Sub-licensee has already received as at the Royal Mail Termination Date and no updates to that Data are to be provided to the Sub-licensee as from that Royal Mail Termination Date; and
- 9.2.2 the Sub-licensee's obligations in relation to the same shall continue to be subject to the terms and conditions of this Agreement.

10 CONSEQUENCES OF TERMINATION

- 10.1 The Sub-licensee shall destroy all copies of the Data in its possession within twelve (12) months of termination of this Agreement, and shall provide to the Sub-licensor written certification of such destruction.
- 10.2 Following the Royal Mail Termination Date:
 - 10.2.1 the Sub-licensee shall be entitled to retain a copy of the Data for:
 - 10.2.1.1 archiving purposes, to be used only in the event of and for the purposes of audit, to meet any legal or regulatory requirements or the requirements of a court of competent jurisdiction or as otherwise agreed with Royal Mail; and
 - 10.2.1.2 the purpose of providing technical support to Remote Map Developers, Loaded Device Developers, Remote Map Users and Loaded Device Users in relation to Remote Maps and Loaded Maps (but for no other purpose);
 - 10.2.2 if the Sub-licensee is in possession or control of any Loaded Device upon which any Loaded Map has been loaded (in accordance with the terms of this Agreement) prior to the Royal Mail Termination Date, it is permitted to continue to use the Loaded Map on such Loaded Devices and to supply the same to Loaded Device Users for their use, including through Loaded Device Developers, provided this is in accordance with all terms and conditions of this Agreement which would have applied to such use and supply had it not been for such termination or expiry.

11 GENERAL

- 11.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the English courts.
- 11.2 The failure of either party to enforce or to exercise, at any time, or for any period, any term of, or right arising pursuant to, this Agreement does not constitute, and shall not be construed as a waiver of such term or right and shall not affect the party's right later to enforce or exercise it.
- 11.3 The Sub-licensee shall comply with all laws and regulations applicable to its use of the Data.
- 11.4 Royal Mail shall be entitled to enforce directly any or all of the rights of the Sub-licensor and/or the rights of Royal Mail under this Agreement.

ANNEX 7

EVALUATION AND DEVELOPMENT LICENCE

THIS AGREEMENT is between the **Sub-licensor** and the **Prospective Sub-licensee**.

THE PARTIES AGREE THAT

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the words and expressions set out below shall have the following meanings:

“**Alias**” means the database known as the ‘Alias File’, which contains ‘Locality’, ‘Thoroughfare’, ‘Alias - Delivery Point’ and ‘County Alias’ details;

“**Data**” means the databases known as PAF[®] and Alias and any extracts from or updates to any of the same;

“**Data Solution**” means any product, service or other solution which: (a) is modified or enhanced by, incorporated with, developed or created using, derived from or derives benefit from, or involves the supply or the making available of, the Data or any part of the Data; and (b) neither is nor contains a Digital Map;

“**Digital Map**” means a map in electronic form which has been developed, created, modified and/or enhanced by the Data or any part of the Data and/or supplied with the Data or any part of the Data;

“**Insolvency Event**” means the occurrence of any of the following: (i) the Prospective Sub-licensee is unable to pay its debts as they fall due or otherwise becomes insolvent; or (ii) a receiver or an administrative receiver is appointed over any or all of the assets of the Prospective Sub-licensee; or (iii) any arrangement, compromise or composition of the Prospective Sub-licensee’s debts is proposed or made by the Prospective Sub-licensee; or (iv) the Prospective Sub-licensee enters or is entered into any proceedings for administration or liquidation or otherwise becomes subject to dissolution proceedings; or (v) any event analogous to those set out in (i) to (iv) occurs in any other jurisdiction in which the Prospective Sub-licensee carries out its business;

“**Intellectual Property Rights**” means all intellectual and industrial property rights including, without limitation, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), copyrights, database rights, semiconductor topography rights, proprietary information rights, any other similar proprietary rights and all applications, extensions and renewals in relation to such rights as may exist anywhere in the world or be recognised in the future;

“**Loaded Device**” means a combination of hardware and software that is, or forms part of, an electronic device for the storage and display of Digital Maps to a Loaded Device User;

“**Loaded Device User**” means a user of a Loaded Device who/which is licensed to use a Loaded Map on such Loaded Device;

“**Loaded Map**” means a Map Solution designed to display a Digital Map and be stored permanently on a Loaded Device;

“**Map Solution**” means any product, service or other solution which: (a) is modified or enhanced by, incorporated with, developed or created using, derived from or derives benefit from, or involves the supply or the making available of, the Data or any part of the Data; and (b) is or contains a Digital Map;

“**PAF[®]**” means the database, or any part of it, known as the ‘Postcode Address File’ containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time. “PAF” is a registered trade mark of Royal Mail;

“**Postcode**” means a single alphanumeric code owned and developed by Royal Mail and allocated by Royal Mail to identify an address or a number of addresses;

“**Prospective Sub-licensee**” means the licensee under this Agreement;

“Remote Map” means a Map Solution designed to display a Digital Map which is stored by the Sub-licensor and is accessible via an Internet connection;

“Remote Map User” means a user who/which is licensed to utilise by remote access a Remote Map;

“Royal Mail” means Royal Mail Group Limited (company number 4138203) and any successors or assigns;

“Sub-licensor” means the licensor under this Agreement;

“Sub-licensee” shall mean an appropriately licensed third party provider of Data Solutions and/or Map Solutions under an agreement in the form of Royal Mail’s “PAF® - Digital Mapping and Location Display Licence Agreement”;

“Use” means to use, copy, reproduce, extract, enhance, correct or amend; and

“Working Day” means any day which is not a Saturday, Sunday or public holiday in England.

1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa.

1.3 Any references in this Agreement to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

2 PROSPECTIVE SUB-LICENSEE LICENCE

2.1 The Sub-licensor hereby grants to the Prospective Sub-licensee the non-exclusive, non-transferable, revocable right for a period of three (3) months from the date of this Agreement to Use the Data to:

2.1.1 evaluate a Data Solution and/or Map Solution of the Sub-licensor with a view to the entering into of an agreement with the Sub-licensor under which the Prospective Sub-licensee will be allowed to provide such Data Solution and/or Map Solution; and/or

2.1.2 to evaluate the integration of a Data Solution and/or Map Solution of the Solution Provider within a wider solution, provided that in the case that any Data is extracted from such Data Solution and/or Map Solution: (i) such extraction is only to the extent that it is reasonably required to integrate such Data Solution and/or Map Solution as part of that wider solution for evaluation within that wider solution; and (ii) such Data Solution and/or Map Solution is only accessible to a maximum of ten (10) (or such higher number as may be agreed in writing with Royal Mail in advance) individuals in each case,

provided that the Prospective Sub-licensee complies with the terms of this Agreement, and provided further that:

2.1.3 such Data Solutions and/or Map Solutions are Remote Maps or Loaded Maps; or

2.1.4 such Data Solutions and/or Map Solutions are intended for licensing to Sub-licensees for the purposes of ultimately facilitating the creation of Map Solutions,

and Data Solutions and/or Map Solutions to which Clause 2.1.4 applies may: (i) be produced in any form, including, without limitation, any device, solution, software or database; (ii) be in written form or produced electronically; and/or (iii) include functionality, software, services or other data in addition to the Data.

2.2 Where a Data Solution and/or Map Solution is made available via a publicly available website (or technical equivalent):

2.2.1 the Prospective Sub-licensee is permitted only to submit a maximum of thirty (30) enquiries of the Data to such Data Solution and/or Map Solution; and

- 2.2.2 the Sub-licensor is permitted only to respond to a maximum of thirty (30) enquiries of the Data to such Data Solution and/or Map Solution.
- 2.3 The Prospective Sub-licensee shall not:
- 2.3.1 subject to Clause 2.1.2, extract Data from any Data Solution and/or Map Solution other than for use in connection with such Data Solution and/or Map Solution (as applicable); or
- 2.3.2 transfer, sell, license, disseminate or in any way part with possession of the whole or any part of the Data to any third party except the Sub-licensor or Royal Mail; or
- 2.3.3 advertise its products and/or services as Royal Mail approved or anything similar or imply such is the case unless Royal Mail has given its express prior written permission to the form of such an advertisement; or
- 2.3.4 remove, obscure, or otherwise tamper with any Royal Mail trade mark or copyright notices contained within the Data Solutions and/or Map Solutions.
- 2.4 The Prospective Sub-licensee shall comply with all laws and regulations applicable to its use of the Data as permitted (or otherwise) pursuant to this Agreement.
- 2.5 The Prospective Sub-licensee warrants and represents that it is a bona fide prospective Sub-licensee.

3 DATA PROTECTION

- 3.1 The parties' attention is drawn to the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them (the "**Data Protection Requirements**").
- 3.1.1 To the extent that there is any personal data included in the Data, the Prospective Sub-licensee acknowledges that the Sub-licensor is the data controller in respect of any such personal data and that the Prospective Sub-licensee shall be the data controller of copies of any such personal data that it receives for the purposes of further processing in accordance with the terms of this Agreement.
- 3.1.2 The Prospective Sub-licensee agrees it will not do or omit to do any act in respect of any such personal data which would place it, Royal Mail, or the Sub-licensor in breach of the Data Protection Requirements and each party warrants to the other that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with any such personal data. In particular and without limitation to the foregoing, each party agrees that, as data controller of any such personal data, it shall promptly notify the other party of any queries from data subjects, the Information Commissioner or any other law enforcement authority in respect of the processing and/or disclosure of any such personal data by the other under this Agreement ("**Query**") and each party shall promptly provide the other with such information, co-operation and assistance as the other may require in order to respond to any Query, provided always that such notification and/or provision of co-operation and assistance is reasonable, proportionate and lawful.

For the purposes of this Clause 3, "data protection principles", "data controller", "data subject", "personal data" and "processing" shall have the meanings ascribed to them in the Data Protection Act 1998. For the avoidance of doubt, the parties agree that there is no intention to impose obligations under this Clause 3 on either party in respect of data and/or rights that are not, as a matter of law, subject to the Data Protection Requirements.

4 REPORTING

- 4.1 The Prospective Sub-licensee shall, within fourteen (14) days of the Sub-licensor's written request, provide such information as the Sub-licensor may reasonably require to determine the Prospective Sub-licensee's compliance (or otherwise) with the terms of this Agreement.

5 PROPERTY RIGHTS IN THE DATA

- 5.1 The Prospective Sub-licensee acknowledges that Royal Mail is the creator and owner of, or is otherwise authorised to use and exploit, the databases known as PAF[®] and Alias, and all Intellectual Property Rights subsisting in and/or relating to the same from time to time, and

that the Data Solutions and/or Map Solutions have been developed, created, modified and/or enhanced by the data or some part of the data and/or supplied with the data or some part of the data in such databases.

5.2 The Data and all supporting documentation and all Intellectual Property Rights subsisting in and/or relating to the same from time to time are and shall remain the property of Royal Mail or its licensors. The Prospective Sub-licensee shall acquire no rights in the Data, the supporting documentation or any Intellectual Property Rights therein. This Agreement shall not operate as an assignment by Royal Mail of any Intellectual Property Right that may subsist in or relate to the Data or any supporting documentation.

5.3 Royal Mail reserves all its Intellectual Property Rights in the Data and the supporting documentation in relation to any use of the same which is not permitted under this Agreement.

5.4 This Agreement does not grant to the Prospective Sub-licensee any rights to use any of the trade marks, service marks, business names or logos of Royal Mail.

6 TERMINATION

6.1 This Agreement shall terminate upon termination or expiry of the Sub-licensor's right to use the Data.

6.2 This Agreement shall terminate upon expiry of the Prospective Sub-licensee's right to use the Data (granted under Clause 2.1).

6.3 This Agreement may be terminated forthwith by the Sub-licensor or Royal Mail by written notice to the Prospective Sub-licensee upon the occurrence of any of the following:

6.3.1 if the Prospective Sub-licensee breaches any material term of this Agreement and such failure is incapable of remedy, or, where such failure is capable of remedy, the Prospective Sub-licensee further fails to remedy the position within twenty (20) Working Days (or such other period as agreed with the Sub-licensor and/or Royal Mail, as applicable) of the date of written notification of such breach by the Sub-licensor or Royal Mail; or

6.3.2 if any Insolvency Event occurs in respect of the Prospective Sub-licensee.

7 CONSEQUENCES OF TERMINATION

7.1 As at the date of termination of this Agreement the licence granted to the Prospective Sub-licensee also terminates and accordingly the Prospective Sub-licensee shall cease to be permitted to, or to permit any third party to, make any use of any of the Data.

7.2 Within fourteen (14) days of termination of this Agreement, the Prospective Sub-licensee shall destroy all copies of the Data and supporting documentation to the extent that it is possible to do so. The Prospective Sub-licensee shall promptly confirm in writing to the Sub-licensor that this has been done.

8 GENERAL

8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the English courts.

8.2 The failure of either party to enforce or to exercise, at any time, or for any period, any term of, or right arising pursuant to, this Agreement does not constitute, and shall not be construed as a waiver of such term or right and shall not affect the party's right later to enforce or exercise it.

8.3 The Prospective Sub-licensee shall comply with all laws and regulations applicable to its use of the Data.

8.4 Royal Mail shall be entitled to enforce directly any or all of the rights of the Sub-licensor and/or the rights of Royal Mail under this Agreement.

ANNEX 8

REPORTING AND AUDIT

PART 1 - REPORTING

1 General Reporting: the Agreement and Registration Forms

- 1.1 The Licensee shall sign and date two copies of the Registration Form and return them to the Address Management Unit together with two signed and dated copies of this Agreement. These may be returned by post to Royal Mail, Address Management Unit, Southampton Mail Centre, Mitchell Way, Southampton International Airport, SOUTHAMPTON, SO18 2YY, or scanned and emailed as a "pdf" document to amureseller@royalmail.com, or such other details as Royal Mail may notify the Licensee from time to time.
- 1.2 The Licensee shall ensure that each Sub-licensee (whether a direct or indirect Sub-licensee of the Licensee) as soon as reasonably practicable completes a Registration Form and the Licensee shall forward such form by email (unless otherwise agreed with Royal Mail) to the Address Management Unit (amureseller@royalmail.com) with the next Licence Fees Report that the Licensee is due to send to Royal Mail. The Licensee shall ensure that each Sub-licensee's Registration Form specifies the date on which that Sub-licensee's Sub-licence was entered into.
- 1.3 The Licensee shall use all reasonable endeavours to ensure that the details contained in the Registration Forms completed by Sub-licensees are correct. Royal Mail shall be entitled to require the Licensee to advise Royal Mail of any changes to such details and the Licensee shall provide the same to Royal Mail within twenty (20) Working Days of request.

2 Quarterly Reporting: Licence Fees Reports

- 2.1 If the parties have agreed to Fee Option 1 in relation to Remote Map Licence Fees and/or Loaded Map Licence Fees, in respect of such Licence Fees, the Licensee shall provide to the Address Management Unit, within ten (10) Working Days of the start of each Quarter (unless otherwise agreed with Royal Mail), reports in such format and by such method as is required by Royal Mail (the "**Licence Fees Reports**"). The Licence Fees Reports shall accurately specify the following:
- 2.1.1 the Remote Map Licence Fees due to Royal Mail in respect of the Licensee and each Sub-licensee as calculated in accordance with Clause 10 and Annex 9; and
- 2.1.2 the Loaded Map Licence Fees due to Royal Mail in respect of the Licensee and each Sub-licensee as calculated in accordance with Clause 10 and Annex 9,
- and, in each case, including "nil" returns.
- 2.2 The Licensee shall provide to the Address Management Unit, within ten (10) Working Days of the start of each Quarter (unless otherwise agreed with Royal Mail), written notification of any changes or updates to the information to be provided by the Licensee pursuant to Clause 10.6.

3 Information to be provided on Request

- 3.1 The Licensee shall within twenty (20) Working Days of request from Royal Mail provide to Royal Mail such of the following as Royal Mail may request from time to time:
- 3.1.1 copies of Sub-licences; and
- 3.1.2 details of the names and addresses of Sub-contractors and such other details as Royal Mail may reasonably request and copies of Sub-contractor Licences.

PART 2 - AUDIT

- 1.1 The Licensee shall keep a complete and accurate audit trail of all financial and non-financial transactions relating to this Agreement and shall retain the same for a period of six (6) years. The Licensee shall grant Royal Mail and/or its agents reasonable accompanied access upon reasonable prior notice, during working hours, to its premises to inspect, and/or take copies of, the Licensee's accounts and records relevant to this Agreement for the purpose of verifying and monitoring the Licensee's performance of its obligations under this Agreement (an "**Audit**") and shall provide all reasonable cooperation and assistance in relation to each such Audit. Royal Mail shall not carry out an Audit more than once in any twelve (12) month period except where it reasonably suspects that the Licensee has failed to comply with any of its obligations under this Agreement. Where it is identified (through an Audit or otherwise) that:
- 1.1.1 the Licensee has failed to comply with any of its obligations under this Agreement, the Licensee will promptly take all steps necessary to implement appropriate remedial action;
 - 1.1.2 the Licensee has failed to pay any payable and due Licence Fees, the Licensee shall pay that amount to Royal Mail within twenty (20) Working Days, unless otherwise agreed with Royal Mail in writing;
 - 1.1.3 the Licensee has paid to Royal Mail an amount in excess of the payable and due Licence Fees, then Royal Mail shall pay that amount to the Licensee within twenty (20) Working Days, unless otherwise agreed with the Licensee in writing.
- 1.2 The cost of each Audit carried out under paragraph 1.1 above shall be borne by Royal Mail unless such Audit was carried out because Royal Mail suspected that the Licensee had failed to comply with any of its obligations under this Agreement and such Audit reveals that the Licensee either has not complied, or is not complying, with any of its obligations under this Agreement, in which case Royal Mail shall be entitled to be reimbursed by the Licensee for all reasonable costs of the Audit (including any agent's fees) and the Licensee shall so reimburse Royal Mail within ten (10) Working Days of such request.
- 1.3 Where the Licensee does not grant access to Royal Mail and/or any of its agents for the purposes of an Audit on the date notified pursuant to paragraph 1.1, above, then it shall be liable for Royal Mail's costs incurred in connection with such attempted Audit and shall pay such costs to Royal Mail within ten (10) Working Days of the date of Royal Mail's invoice in respect of the same.

ANNEX 9

LICENCE FEES AND PAYMENT

1 REMOTE MAP LICENCE FEES

- 1.1 Where Fee Option 1 is applicable in respect of Displays relating to Remote Maps, the Remote Map Licence Fees in respect of such Remote Maps shall be calculated as set out in the following table:

Fee Option 1: Payment Per Quarter (in arrears)			
Band	No. of Transactions		Fee
A	1	to 25,000,000	£0.001 (per Transaction)
B	25,000,001	to 60,000,000	£25,000.00 (Flat Fee)
C	60,000,001	to 125,000,000	£50,000.00 (Flat Fee)
D	125,000,001	to 250,000,000	£75,000.00 (Flat Fee)
E	250,000,001	to Unlimited	£100,000.00 (Flat Fee)

- 1.2 Subject to paragraph 3.1 below, where Fee Option 2 is applicable in respect of Displays relating to Remote Maps, the Remote Map Licence Fees in respect of such Remote Maps shall be calculated as set out in the following table:

Fee Option 2: Payment Per Licence Year (in advance)			
Band	No. of Transactions		Fee
E	0	to Unlimited	£400,000.00 (Flat Fee)

2 LOADED MAP LICENCE FEES

- 2.1 Where Fee Option 1 is applicable in respect of Loaded Maps, the Loaded Map Licence Fees for such Loaded Maps shall be calculated as set out in the following table:

Fee Option 1: Payment Per Quarter (in arrears)			
Band	No. of Loaded Device User Licences granted		Fee
A	1	to 25,000	£1.00 (per Loaded Map)
B	25,001	to 60,000	£25,000.00 (Flat Fee)
C	60,001	to 125,000	£50,000.00 (Flat Fee)
D	125,001	to 250,000	£75,000.00 (Flat Fee)
E	250,001	to Unlimited	£100,000.00 (Flat Fee)

- 2.2 Subject to paragraph 3.1 below, where Fee Option 2 is applicable in respect of Loaded Maps, the Loaded Map Licence Fees for such Loaded Maps shall be calculated as set out in the following table:

Fee Option 2: Payment Per Licence Year (in advance)		
Band	No. of Loaded Device User Licences granted	Fee
E	0 to Unlimited	£400,000.00 (Flat Fee)

3 COMBINED FEE OPTION 2 LICENCE FEES

- 3.1 Where Fee Option 2 is applicable both in respect of Displays relating to Remote Maps and in respect of Loaded Maps, the Remote Map Licence Fees and the Loaded Map Licence Fees shall be a single combined fee of £700,000.00 per Licence Year, payable in advance.

4 TIMESCALES AND INVOICING

- 4.1 Where Fee Option 1 is applicable in relation to Remote Map Licence Fees and/or Loaded Map Licence Fees, in respect of such Licence Fees, Royal Mail shall be entitled to send to the Licensee valid Quarterly invoices in respect of the Licence Fees due from the Licensee under this Agreement.
- 4.2 Where Fee Option 2 is applicable in relation to Remote Map Licence Fees and/or Loaded Map Licence Fees, in respect of such Licence Fees, Royal Mail shall be entitled to send to the Licensee valid invoices at the beginning of each Licence Year in respect of the Licence Fees due from the Licensee under this Agreement.
- 4.3 Where further to Clause 10.2 Fee Option 2 is applicable to a Licence Year which is less than a Year in duration, Royal Mail's invoice for Licence Fees for such Fee Option 2 shall be reduced on a pro-rata basis to reflect the number of months in that Licence Year (and for the purposes of calculating that number of months, the month in which that Licence Year begins shall be included).
- 4.4 In respect of Licence Fees agreed under Fee Option 1, Royal Mail shall be entitled in good faith to estimate the Licence Fees payable by the Licensee if the Licence Fees Reports are not received by the due date and invoice the Licensee for the same. The Licensee shall, unless otherwise agreed in writing with Royal Mail, pay such invoices in accordance with this paragraph 4 of Annex 9. Any discrepancy between the amount actually due and the amount estimated by Royal Mail shall be either added to or subtracted from the sum due pursuant to a future invoice, provided that Royal Mail is in receipt of proper Licence Fee Reports in accordance with Annex 8.
- 4.5 The Licensee shall pay all Royal Mail's invoices in full within thirty (30) days of the date of invoice.
- 4.6 All sums due to Royal Mail under this Agreement are exclusive of VAT, if any, which shall be charged in addition to such sums in accordance with the relevant regulations in force at the time of making the relevant taxable supply and shall be paid by the Licensee against receipt from Royal Mail of a valid VAT invoice.
- 4.7 All amounts due under or in relation to this Agreement shall be paid in full without any deduction or withholding other than as required by law and the Licensee shall not be entitled to assert any credit, set-off or counterclaim against Royal Mail in order to justify withholding payment of any amount.
- 4.8 If the Licensee does not pay Royal Mail the Licence Fees due in accordance with this Agreement, without prejudice to any other right or remedy available to Royal Mail, Royal Mail shall be entitled to charge interest on all overdue amounts until payment is received in full. The daily rate of interest charged shall be 4% above the prevailing Bank of England base rate.