

Terms & Conditions (Licence)

These Terms & Conditions and attached Annex1 ("Licence", "Contract" or "Terms & Conditions") are a legal agreement between You ("Licensee" or "You") and INFOLOGIC LTD (Company Number: 5385965), MAP LOGIC LTD (Company No: 6722535), LIST LOGIC LTD (Company No: 6722571), ADDRESS LOGIC LTD (Company No: 9662435) and INFOLOGIC (a Partnership) whose registered address is Norton House, New Street, Chipping Norton, Oxfordshire, OX7 5LJ ("Licensor" "Us" or "We") who shall unless otherwise agreed in writing, always be the owner and or provider of the service and or product ("Product") supplied to You, including computer software, applications, code, APIs, web sites, web services, development work, designs and or data, and or documentation.

1. GRANT AND SCOPE OF LICENCE

- 1.1 In consideration of payment by you of the agreed licence fees and you agreeing to abide by these Terms & Conditions, the Licensor hereby grants to you a non-exclusive and non-transferable licence to use the Product.
- 1.2 This Licence shall commence on the order date and continue for one year, after which, subject to clause it shall automatically renew for further periods of one year.
- 1.3 When ordering you selected a specific Licence Type ("Licence Type") to indicate who and how many people ("Users") will have access to the Product your ordered. Only the Users You initially intended to give access to the Product may download, use and or have access to the Product for the duration of the Licence. For clarification: no other person, persons or entities or organisations unless provided by Licence Type You chose and paid for may access or otherwise see all or any part of the Product.
- 1.4 Licence Types:
 - (a) "Single User" means a licence wherby you assign sole access to or use of the Product over the course of the licence period to one person and that access or use cannot be shared or passed or given to another person during the licence term except in cases of holiday cover, maternity cover or similar or should the person leave your employ. If more than one person either whole or part time or as part of a job share needs access or use of the Product they will require their own single user licence.
 - (b) "Multi User" means a block of 300 "Single User" Licences where users are employed by one entity.
 - (c) "Organisation" means a licence permitting an unlimited number of "Single User" licences where users are employed by one entity.

- (d) “Transaction” or Internet or a “Pay Per Click” (PPC) means, the Product can be used online and viewed by anyone so long as end users are restricted to seeing no more than 100 records (a block of 100 records) per query performed.

Specifically: in response to a query you create that references or uses any part of the Product, the verification of that query or the return of data of up to the Maximum of 100 records: whether a whole or part of the data address records are returned; including any further searches within such returned data, which shall not be considered a further "Transaction" provided that no additional data is returned, and; not including returns of data in excess of 100 address records, which shall be considered as further "Transactions" by reference to the number of address records returned in hundred multiples you agree to pay a single per transaction fee unless your licence permits unlimited transactions in which case a fair usage cap of 5 million transactions are permitted within the term of the licence.

2. LICENSEE'S UNDERTAKINGS AND WARRANTY

2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- (a) to keep a record of the person or persons that will have access to the Product up to the total number of users allowed for in the Licence Type you chose when ordering;
- (b) with exception made for changes in roles such as a promotion and therefore no need to access the Product in their new role, maternity cover, adoption cover, holiday cover, leavers, not to transfer a licence or give access to the Product to another person or entity other than those identified in (a).
- (c) ensure all part time or job share or shift employees have access to the Product each have their own user licence. For clarity there is no part licence provisions and therefore each part time, job sharer, shift worker will be deemed by us to be a single user;
- (d) only allow access to the Product by user/s that are in your employ and contracted to you;
- (e) not to copy the Product except where such copying is incidental to normal use of the Product, or where it is necessary for the purpose of back-up or operational security;
- (f) to use all reasonable endeavours to supervise and control use of the Product and ensure that the Product is used by your employees and legal representatives only (unless otherwise agreed) in accordance with the terms of this Licence;
- (g) to include the copyright notice of the Licensor on all entire and partial copies you make of the Product on any medium;

- (h) not to provide or otherwise make available the Product in whole or in part, in any form to any person other than licenced entities, persons or employees without written consent from the Licensor;
- (i) not to use, store or otherwise allow or disseminate any of the Product (or any derivative including lists or hard copy) beyond the expiry of the Licence Period and to confirm in writing that the Product (and any derivative including lists or hard copy) has been deleted entirely prior to the end of the Licence Period;
- (j) to pay on demand the requisite licence fees including the initial 12-month period and then additional Licence Periods, including but not limited to instances where you have failed to terminate the licence prior to the previous 12-month period lapsing and automatically rolling over into a new 12-month minimum Licence Period;
- (k) to pay the appropriate licence fees should you go beyond the initial number of licenced users that you identified when first ordering. For sake of clarity, and by example, should you have taken out a single user licence and subsequently during the course of the licence term you offer public access to the Product you would need to pay a subsequent licence fee for that change, for example an internet or organisation licence.
- (l) not to transfer or store the Product in a country or territory outside the EU, Iceland, Liechtenstein, Andorra, Argentina, Canada, United States, Faroe Islands, Guernsey, Isle of Man, Israel, Jersey, New Zeland, Switzerland, Uruguay or Norway, unless that country, state or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data; for the avoidance of doubt, unless expressly agreed by us, a licence holder end user from outside these named territories or states or the EU may be a licensee however the storage device serving the Data to end users must be physically based in the EU or one of the above names territories, countries or states;
- (m) not to use the Product in part or whole to provide a service, solution or otherwise benefit an unlicensed person or entity.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 You acknowledge that unless expressly agreed by us in writing, all intellectual property rights in the Product anywhere in the world belong to the Licensor, that rights in the Product are licensed (not sold) to you, and that you have no rights in, or to, the Product or any part of the Product other than the right to use it in accordance with the terms of this Licence.

4. WARRANTY

- 4.1 Providing Licensor updates are applied by the Licensee throughout the Licence Period (as offered by the Licensor to the Licensee from time to time), the Licensor warrants that for the entire Contract period remaining from the date of payment (Warranty Period) the Product will, when properly used, perform substantially in accordance with the product description provided to you.
- 4.2 You acknowledge that unless otherwise agreed by us in writing, the Product has not been supplied to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Product meet your requirements.
- 4.3 You acknowledge that the Product may not be free of errors, and agree that the existence of minor errors shall not constitute a breach of this Licence.
- 4.4 If, within the Warranty Period, you notify the Licensor in writing of any defect or fault in the Product in consequence of which it fails to resemble substantially in accordance with the product description, and such defect or fault does not result from you having amended the Product or used it in contravention of the terms of this Licence, the Licensor will, as soon as reasonably practical, replace the Product, provided that you make available all the information that may be necessary to help the Licensor to remedy the defect, including sufficient information to enable the Licensor to recreate the defect.

5. LIABILITY

- 5.1 Nothing in this Licence shall limit or exclude the liability of either party for death or personal injury resulting from negligence, fraud, fraudulent misrepresentation, or deliberate personal repudiatory breaches of this agreement.
- 5.2 Subject to condition 5.1, the Licensor's liability for losses suffered by you arising out of or in connection with this agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall be limited as follows,
- (a) loss of income;
 - (b) loss of business profits or contracts;
 - (c) business interruption;
 - (d) loss of the use of money or anticipated savings;

- (e) loss of information;
- (f) loss of opportunity, goodwill or reputation;
- (g) loss of, damage to or corruption of data; or
- (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

The Licensor's maximum aggregate liability under or in connection with this Licence, or any Product supplied, or collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to 100% of the Licence Fee.

Prior to using the Product you agree to have and maintain throughout the term of this Licence adequate insurance and liability coverage (minimum £5 million cover) with an insurance office of repute to protect yourself and to indemnify us against any and all liabilities, errors, omissions and wrong doings arising in respect of all and any Products and Services we have supplied to you.

This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the Product. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the supply of the Product which might otherwise be implied into, or incorporated in, this Licence, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

6. BROKERS, SOLUTION PROVIDERS AND SUB LICENCES

The Product and service we provide may be sublicenced or provided to another entity or party where written consent has been issued by us. In which case, you remain bound by these Terms & Conditions and remain responsible for any breach by your client the end user and their end users.

7. TERMINATION

7.1 Either party may end this Licence immediately by written notice to the other party if:

- (a) The other party commits a material or persistent breach of this Licence which it fails to remedy (if remediable) within 14 days after the service of written notice requiring it to do so; or

- (b) a petition for a bankruptcy order to be made against the other party has been presented to the court; or
- (c) the other party (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986).

7.2 Either party may end this Licence by notifying the other party in writing at least three months before the end of the applicable Licence Year. Written notice must state that the Product and any copies have been deleted and or destroyed.

7.3 Upon termination:

- (a) all rights granted to each party under this Licence shall cease;
- (b) each party must cease all activities authorised by this Licence;
- (c) the Licensee must immediately pay to the Licensor any sums due to the Licensor under this Licence;
- (d) the Licensee must use all reasonable endeavours to immediately delete or remove the Product from its possession, and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Product in part and in full including components of the Product then in its possession, custody or control and, in the case of destruction, certify to the Licensor that it has done so.

8. PAYMENTS AND FEES

8.1 The Licensee agrees to pay the Licensor all fees associated with the Product including the initial licence fee and all subsequent annual renewal licence fees in a timely fashion and certainly within 30 days of our Invoice.

8.2 You agree to compensate us for any late payments that are overdue in accordance with the late payment of commercial debts (interest) act 1998. For avoidance of any doubt, for every overdue invoice (not settled within 45 days of the invoice date) we shall increase the amount due by 8% and apply a £100 fixed administration fee per invoice.

8.3 You also agree to compensate us in full for all and any costs associated with the recovery of licence fees outstanding beyond 60 days including internal and external charges made to us by third parties.

8.4 Licensees with a Transaction Licence, otherwise known as a Pay Per Click (PPC) Licence, agree to submit at the end of every calendar month to the Licensor a report showing the total number of Transactions processed by the Licensee in that given month and to pay the Licensor's invoice for those transactions in a timely fashion and certainly within 30 days of our Invoice.

9. RENEWALS AND ROLL OVERS

9.1 Unless written instruction to terminate has been received by us, the Licence Period will automatically roll into new extended 12-month minimum licence periods on the anniversary date unless we have written (email will be accepted) instruction from you to terminate the agreement. Written instruction must be received by us before the current licence term rolls over (before the anniversary date for the current period) and must clearly state that you do not wish the licence to renew and that you will delete the Product and copies of the product before the roll over date (or words to that effect).

10. TRANSFER OF RIGHTS AND OBLIGATIONS

10.1 This Licence is binding on you and us, and on our respective successors.

10.2 You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.

11. EVENTS OUTSIDE OUR CONTROL

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by events outside our reasonable control (Force Majeure Event).

11.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks;
- (f) the acts, decrees, legislation, regulations or restrictions of any government;
- (g) the non-performance or acts or non-acts of any partners or suppliers.

11.3 Our performance under this Licence is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Licence may be performed despite the Force Majeure Event.

11.4 The Licensee may terminate the Licence in its discretion if the Force Majeure Event has not been rectified by the Licensor within thirty (30) days of it occurring. In the event of such termination, the Licensor will immediately pay to the licensee a pro-rated refund of the agreed licence fee from the date of termination.

12. WAIVER

12.1 If we fail, at any time during the term of this Licence, to insist upon strict performance of any of your obligations under this Licence, or if we fail to exercise any of the rights or remedies to which we are entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

12.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

12.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

13. SEVERABILITY

If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14. ENTIRE AGREEMENT

- 14.1 This Licence and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Product and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 14.2 We each acknowledge that, in entering into this Licence, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into this Licence except as expressly stated in this Licence.
- 14.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into this Licence (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

15. LAW AND JURISDICTION

This Licence, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.

Licensee confirms herewith that he has taken notice of this License and its Annexes and by ordering the Product agrees with the content thereof and is bound to all terms and conditions contained in this License. In witness whereof, the Parties hereto have caused their duly empowered representatives to execute this License Agreement.

ANNEX 1: SPECIFIC ROYAL MAIL TERMS & CONDITIONS FOR USERS OF PAF® DATA PRODUCTS

1 – END USERS PERMITTED USE OF THE PRODUCTS

1. END USERS MAY FREELY USE THE PRODUCTS PROVIDED BY US AND THE PAF® DATA OBTAINED FROM THE PRODUCTS (DATA) IN ACCORDANCE WITH THESE END USER TERMS.

2 – CONDITIONS OF USE

1. END USERS SHALL ONLY USE THE PRODUCTS AND DATA IN ACCORDANCE WITH ALL APPLICABLE LAWS.
2. END USERS MUST NOT MAKE COPIES OF THE PRODUCTS OR DATA EXCEPT AS PERMITTED BY THESE END USER TERMS OR AS REASONABLY NECESSARY FOR BACK UP, SECURITY, BUSINESS CONTINUITY AND SYSTEM TESTING PURPOSES.
3. END USERS MAY USE DATA BUT SUCH DATA MAY ONLY BE ACCESSED BY INDIVIDUALS AUTHORISED BY THE END USER AND MUST NOT BE SUPPLIED TO OR ACCESS GRANTED TO ANY THIRD PARTY.
4. END USERS MUST NOT USE THE PRODUCTS OR PERMIT ACCESS TO, DISPLAY OR COMMUNICATE TO THE PUBLIC THE PRODUCTS EXCEPT FOR THE PURPOSES OF CAPTURING OR CONFIRMING ADDRESS DETAILS OF THIRD PARTIES.
5. EXCEPT AS DETAILED IN THESE END USER TERMS, END USERS MUST NOT:
 1. TRANSFER, ASSIGN, SELL OR LICENCE THE PRODUCTS OR THE USE OF THE PRODUCTS TO ANY OTHER PERSON; OR
 2. USE THE PRODUCTS TO CREATE A PRODUCT OR SERVICE WHICH IS DISTRIBUTED OR SOLD TO ANY THIRD PARTY AND WHICH RELIES ON ANY USE OF THE PRODUCTS OR

DATA, INCLUDING COPY, LOOKING UP OR ENQUIRING, PUBLISHING, SEARCHING, ANALYSING, MODIFYING AND REFORMATTING; OR

3. COPY, REPRODUCE, EXTRACT, REUTILISE OR PUBLISH ANY PRODUCT OR ANY DATA.

3 – SUBCONTRACTING

1. END USERS MAY PROVIDE DATA TO THEIR SUB-CONTRACTORS WHO MAY USE IT TO THE EXTENT NECESSARY FOR THE PROVISION OF INFORMATION TECHNOLOGY SERVICES TO THE END USER OR ACTING ON BEHALF OF THE END USER, PROVIDING SUCH USE IS FOR THE END USER'S OWN BUSINESS PURPOSES AND NOT THOSE OF THE SUB-CONTRACTOR AND PROVIDING THAT EACH SUB-CONTRACTOR AGREES TO OBSERVE THESE END USER TERMS. THE END USER IS RESPONSIBLE FOR ANY BREACH OF THESE END USER TERMS BY THE SUBCONTRACTOR.

4 – PERSONAL RIGHTS

1. END USER RIGHTS ARE PERSONAL, LIMITED AND NON-TRANSFERABLE.

5 – INTELLECTUAL PROPERTY

1. THE END USER ACKNOWLEDGES THAT WE ARE THE OWNER OF THE INTELLECTUAL PROPERTY RIGHTS IN THE PRODUCTS AND ROYAL MAIL IS THE OWNER THE INTELLECTUAL PROPERTY RIGHTS IN THE DATA AND THE PAF® BRAND AND THAT THE END USER DOES NOT ACQUIRE AND IS NOT GRANTED ANY RIGHTS TO USE THOSE INTELLECTUAL PROPERTY RIGHTS OTHER THAN AS SET OUT IN THESE END USER TERMS.
2. THE END USER SHALL NOT REMOVE ANY NOTICE RELATING TO THE ULTIMATE OWNERS INTELLECTUAL PROPERTY RIGHTS IN THE PRODUCTS OR DATA AND SHALL DISPLAY ANY

ACKNOWLEDGEMENT OF THE OWNERSHIP OF SUCH INTELLECTUAL PROPERTY RIGHTS IN THE FORM AND MANNER WHICH MAY BE REQUIRED FROM TIME TO TIME.

3. END USERS SHALL NOT ADVERTISE OR PROMOTE ANY GOODS OR SERVICES AS BEING ENDORSED OR APPROVED BY US OR ROYAL MAIL.

6 – CESSATION OF USE OF PRODUCTS AND DATA

1. END USERS MUST CEASE USE OF THE PRODUCTS OR DATA IF THEIR RIGHT TO USE IT IS TERMINATED.
2. ON TERMINATION OF THEIR RIGHT TO USE THE PRODUCTS OR DATA, END USERS SHALL DESTROY ANY COPIES OF DATA THAT THEY HOLD.

7 – USE BY AUTHORISED USERS

1. END USERS SHALL ENSURE THAT ANY PERSON AUTHORISED TO USE THE PRODUCTS OR DATA UNDER THESE END USER TERMS SHALL COMPLY IN ALL RESPECTS WITH THESE END USER TERMS AND THAT THE RIGHTS OF SUCH PERSONS TO USE THE PRODUCTS OR THE DATA SHALL TERMINATE WHEN THE END USER’S RIGHTS ALSO TERMINATE.

8 – AUDIT

1. END USERS MUST KEEP AN ACCURATE RECORD OF ALL USE OF THE PRODUCTS OR DATA AND RETAIN IT FOR A MINIMUM OF SIX YEARS AFTER THE RELEVANT USE OR TRANSACTION.
2. END USERS SHALL PERMIT US OR THE PROVIDER OR ANY APPOINTED AGENT OF OURS TO AUDIT SUCH RECORDS AND SHALL PROVIDE REASONABLE CO-OPERATION AND ASSISTANCE TO US OR OUR AUTHORISED AGENTS) IN RELATION TO SUCH AUDITS. THIS INCLUDES, ON REASONABLE PRIOR NOTICE, GRANTING ACCESS TO RELEVANT PREMISES DURING WORKING HOURS TO INSPECT RELEVANT RECORDS FOR THE PURPOSE OF VERIFYING COMPLIANCE WITH THESE END USER TERMS, AND A RIGHT TO COPY ANY SUCH RECORDS FOR THAT PURPOSES.
3. IN THE EVENT THAT AN AUDIT FINDS THAT AN END USER HAS NOT COMPLIED WITH ITS OBLIGATIONS REGARDING THE PRODUCTS OR DATA OR IF THE END USER FAILS TO COMPLY

WITH THESE TERMS REGARDING CO-OPERATING AND ACCESS TO PREMISES FOR THE PURPOSES OF AUDITING, THE END USER SHALL BE RESPONSIBLE FOR THE COSTS OF THE AUDIT.

4. IN THE EVENT THAT ANY END USER PROVIDES ACCESS TO THE PRODUCTS OR DATA TO ANY OTHER PARTY (INCLUDING ANY GROUP COMPANY) AS PERMITTED BY THESE END USER TERMS OR ANY OTHER DOCUMENT, THE END USER SHALL ENSURE THAT SUCH PARTIES SHALL COMPLY IN ALL RESPECTS WITH THESE END USER TERMS.