



Third Party Software Licence Terms Matchcode
Version 0.2
Released: 01.12.15

MATCHCODE LICENCE TERMS

Matchcode (previously known as Capscan) is a third party software product licensed by GB Group plc (**GB Group**).

Use of Capscan is governed by the Global Local Install Agreement set out in Annex A.

ANNEX A

The Client wishes to obtain a license to use certain databases, software and data provided by GBG under the terms of this Agreement. As a Royal Mail accredited Solutions Provider, GBG is required to incorporate certain terms and conditions in respect of use of the Royal Mail Data which are contained within Schedule 1 to this Agreement. In the case of international territories, additional terms and conditions for the use of these databases are found within Appendix A, attached to this Agreement.

1. DEFINITIONS

"Affiliates" means any Subsidiary or Holding Company of a Party, any Subsidiary of a Holding Company of a Party and any person directly or indirectly associated with a Party or its Holding Company if that person or its Holding Company owns directly or indirectly securities in issue of such entity carrying more than 20% of all voting rights (being the right to vote at general meetings).

"Agreement" means this Global Local Install Agreement, the Exhibits, Schedules, Appendices and the Order Form, which in the case of conflict rank in the order of precedence set out above.

"Annual Extension" means each period of 12 months commencing on the expiry of the Initial Licence Period and each anniversary thereafter.

"Annual Licence Fees" means all fees payable by the Client within either the Initial Licence Period or any Renewal Period pursuant to this Agreement and shall include the Third Party Licence Fees, telephone support, Professional Services, quarterly updates to data files (unless specified otherwise on the Order Form).

"Client" means the individual, public authority or corporate body named on the Order Form. GBG may accept instructions from anyone who GBG reasonably believes is acting with the Client's authority or knowledge.

"Confidential Information" means any information of a confidential or proprietary nature (irrespective of the form of presentation or communications, 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 either Party, Royal Mail or any third party licensor of Data.

"Contract Start Date" means the date specified as the contract start date on the Order Form.

"Data" shall mean the Royal Mail Data, the National Register, Ordnance Survey Data and shall include any other territory specific data sets supplied with the Licensed Product and/or the Global Knowledge Repository ("GKR") and any other data from time to time supplied in conjunction or combination with or as part of the Licensed Products and any data or database derived directly or indirectly by any comparison with or reference to the Licensed Products, Royal Mail Data, the National Register or any such other data. This definition does not include proprietary data owned by the Client prior to the commencement of the Agreement.

"Designated Equipment" shall mean the type and quantity of computer hardware and Users as set out in the Order Form signed and submitted by the Client or the Third Party Solutions Provider (as the case may be) and such other hardware as may from time to time be approved in writing by GBG.

"Event of Force Majeure" means any one or more acts, events, omissions or accidents beyond the reasonable control of a Party, including (but not limited to) strikes, lock-outs or other industrial disputes, failure of a utility service, or transport network or information technology or telecommunications service, act of God (including without limitation fire, flood, earthquake, storm or other natural disaster), war, threat of war, riot, civil commotion, terrorist attack, malicious damage (including without limitation the acts of hackers), epidemic, compliance with any law or governmental order, rule, regulation or direction, accidental damage, failure of plant or machinery, or default, non-performance or late performance of suppliers or sub-contractors.

"GBG" or "GBGroup" means GB Group plc whose registered office is GB House, Kingsfield Court, Chester Business, Chester, CH4 9GB (registered in England number 2415211) including its authorised sub-contractors and agents.

"Holding Company" has the meaning ascribed to it by section 1159 of the Companies Act 2006.

"Initial Licence Period" means 12 months from the Contract Start Date or any other period specified in the Order Form (whichever is the earlier).

"Intellectual Property Rights" or "IPR" means (i) patents, rights to inventions, rights in designs, trade marks and trade names, copyright and related rights, rights in goodwill, database rights, know-how and confidential information, whether registered or not; (ii) all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals to any such rights.

"Licensed Products" means such of the products, software and data as set out in the Order Form to which this Agreement relates and such other products as may from time to time be agreed in writing by the parties.

"National Register" comprises the UK Electoral Rolls (those persons qualifying and registered to vote) and contains approximately 44 million names and residential addresses throughout the United Kingdom plus additional data appended to the Electoral Roll by GBG.

"Load-Balancing Purposes" means the purposes of splitting work, data, software or other materials between multiple computers, network links or other resources in order to optimise resource usage, minimise response time and improve reliability.

"Normal Business Day" means Monday to Friday (excluding public and bank holidays in England).

"Order Form" means the document provided to you in addition to this Agreement detailing amongst other things the Annual Licence Fees, the Licensed Products, the type of license granted (inclusive of number of Users and territories) Designated Equipment and Professional Services and other details of the Service.

"Ordnance Survey Data" means data provided by Ordnance Survey which contains Crown copyright and database rights.

"Party" means a party to this Agreement and **"Parties"** shall be construed accordingly.

"Production Server" shall mean any Server placed into live production or commercial use, including any servers utilized for Load Balancing Purposes. Production Servers shall not include backup, test or development, staging and active failover services. The number of Production Servers shall be specified in the Order Form.

"Professional Services" means the professional services as indicated on the Order Form and provided on the terms within Appendix 1.

"Royal Mail" means Royal Mail Group Limited whose registered office is 100 Victoria Embankment, London EC4Y 0HQ (registered in England number 4138203).

"Royal Mail Data" means the information of the Royal Mail including, without limitation, "PAF", "Alias" & "Postzon" and any updates of the same, the terms and conditions relating to the Client's permitted use of this data are detailed in Schedule 1 to this Agreement.

"Service Bureau" means a person(s) or organisation that provides services to third party customers to cleanse data belonging to that third party on a commercial basis for reward or gain. For the avoidance of doubt this will include operations or processes to validate, format, correct and append information to the data by or through the use of the Licensed Products. An organisation that processes its own data using the Licensed Products is not a Service Bureau.

"Solutions Provider" means GBG who is licensed by Royal Mail to obtain copies and updates of the Royal Mail Data to enhance its own Licensed Products and services for supply to Clients and to license Third Party Solutions Providers for the same purposes.

"Subsidiary" has the meaning ascribed to it by Section 1159 of the Companies Act 2006.

"Technical Support" means assistance and advice in the use of the Licensed Products provided by trained personnel over the telephone.

"Term" means the Initial Licence Period together with each Annual Extension thereafter.

"Third Party Licence Fees" means the fees payable by GBG for the Data.

"Third Party Solutions Provider" means an organisation licensed by GBG to obtain copies and updates of the Data from GBG to enhance its own products and services to supply to its customers under terms and conditions consistent with those contained in this Agreement.

"User" means an individual work station or terminal or hand-held or otherwise portable device internal to the Client which has access to the whole or part of the Data, which shall include indirect access via the supply by GBG or Third Party Solutions Provider of their products and/or services. For the avoidance of doubt, where an individual has access to more than one work station or terminal or hand-held or otherwise portable device then a separate fee will be due for each work station or terminal or hand-held or otherwise portable device within a Client's organisation which has access to the whole or part of the Data.

2. LICENCE AND TECHNICAL SUPPORT

2.1 Subject to the terms of this Agreement and during the Term, GBG hereby grants to the Client a non-exclusive, non-transferable revocable licence for its own employees to use the Licensed Products and to use and process the Data, extracts

- and derivatives from the Data and updates to the Licensed Products and Data provided to the Client by GBG or a Third Party Solutions Provider (as the case may be) in conjunction with the Designated Equipment within the Client's organisation and for the Client's own internal purposes only and in accordance with the specification for the use of the Licensed Products and Data as updated from time to time by GBG and notified to the Client.
- 2.2 The Client shall acknowledge the terms of this Agreement by signing the completed and authorised Order Form and returning it to GBG and GBG shall acknowledge to the Client or Third Party Solutions Provider acceptance of the order subject to the terms of this Agreement. This Agreement shall only come into force once the Order Form has been signed by both Parties.
- 2.3 The Client shall ensure that any changes in the details relating to its use of the Licensed Products and/or Data are notified to and authorised by GBG or the Third Party Solutions Provider (as the case may be) prior to implementation of such change.
- 2.4 The Client shall ensure that any changes to the number of Production Servers and/or Users in relation to the Licensed Products and/or Data are immediately notified to GBG or the Third Party Solutions Provider (as the case may be) and that the number of Users does not exceed that permitted by the number and type of licences granted to the Client and stipulated in this Agreement.
- 2.5 The Client shall install and use any new release or updates to the Licensed Products and Data supplied by GBG within 60 days of receipt.
- 2.6 The Client 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.
- 2.7 The Client shall, in respect of the use of any of the Licensed Products and Data incorporating or utilising the National Register or any data derived by comparison with or reference to the National Register, comply with any relevant codes of practice published by the UK Direct Marketing Association, the Advertising Standards Authority and any other recognised authority in so far as its use of the Licensed Products and Data falls within the scope of such codes of practice.
- 2.8 The supply of certain elements of Data provided under license to GBG by third parties is subject to special licensing conditions specified by those third party suppliers. Details of all third party special license terms and conditions applicable and incorporated into this Agreement (including copies of relevant third party licence agreements) are specified and are either attached as schedules to this Agreement or available upon request from GBG. To the extent GB is to provide Professional Services to the Client, it shall do so in accordance with the provisions of Appendix 1 and the Client shall comply with its obligations therein.
- 2.9 GBG agrees to provide reasonable Technical Support for the duration of this Agreement, between the hours of 9.00 a.m and 5.00 p.m (UK Time) Monday to Friday excluding statutory holidays, with effect from the date of this Agreement or the first use of the Licensed Products by the Client, whichever is the earlier. Technical Support does not include the diagnosis and rectification of any fault resulting from the operational failure through improper use, operation or neglect of the Licensed Products and/or Designated Equipment; or except by prior written agreement with GBG the Client's failure to install and use upon the Designated Equipment in substitution for the previous release any new release of the Licensed Products within 60 days of receipt of the same.
- 3. LIMIT ON CLIENT'S USE OF THE DATA AND LICENSED PRODUCTS**
- 3.1 Except as is expressly permitted by the terms of this Agreement, the Client shall not:
- 3.1.1 use any of the Data or Licensed Products to create its own products or services containing any of the Data to provide or offer to any third party;
- 3.1.2 copy or reproduce (subject to clauses 3.4 and 3.5), extract, publish or reuse the whole or any part of the Data or Licensed Products;
- 3.1.3 transfer, sell, let, license, lend, disseminate or in any way part with possession of the whole or any part of the Data or Licensed Products to any third party.
- 3.1.4 use the Licensed Products and Data in breach of any third party licence terms.
- 3.2 Subject to the limited right with regard to Data in clause 7.4., the Client is not authorised to sub-license the Licensed Products or Data or any data derived by reference to or comparison with the Licensed Products or Data. The Client shall not use the Licensed Products or Data in the provision of any services or information to or for the benefit of any person other than the Client (including individuals, partnerships and bodies corporate and all other third parties) unless such use is specifically authorised in this Agreement or subsequently agreed in writing and authorised by an officer of GBG.
- 3.3 The Licensed Products cannot be used in a web based environment without the prior permission of GBG, and GBG reserves the right to charge additional fees as part of any permission granted. For the purposes of this clause "web based" use of the Licensed Products is defined as both the interactive and batch use of the Data and Licensed Products across an internet. The "internet" is defined as one or more of the following: the Internet, World Wide Web, a local intranet or an extranet network.
- 3.4 The Client may make copies of the Data to the extent reasonably necessary for the following purposes only: back-up, security, disaster recovery purposes and testing (such copies to be subject to the terms and conditions of this Agreement and deemed to form part of the Data save that no further copies may be made thereof) unless such use is specifically authorised in this Agreement or subsequently agreed in writing and authorised by an officer of GBG.
- 3.5 The Client may also make identical copies of the Data supplied to it to the extent reasonably necessary for Load-Balancing Purposes. Any server used for Load-Balancing will be deemed a Production Server for the purposes of this Licence Agreement.
- 4. ANNUAL LICENCE FEES**
- 4.1 The Client shall pay to GBG either directly or via the Third Party Solutions Provider (as the case may be) the Annual Licence Fees within fourteen days of the date of any invoice to which this Agreement relates.
- 4.2 Where monthly usage based fees are specified in the Order Form the Client hereby undertakes to submit to GBG, no later than the 14th day of each calendar month, a statement containing such information as shall be reasonably required by GBG to enable GB to monitor and exercise its rights under this Agreement (specifically but not limited to the right to receive such information as shall be necessary to calculate or verify the monthly fees due to GBG under this Agreement) where after GBG shall issue an invoice to the Client and the Client undertakes to pay such invoices within 30 days from the date of invoice.
- 4.3 The Annual Licence Fees during the Initial Licence Period are as set out on the Order Form and may only be revised by GBG upon written notice to the Client if a third party on whom GBG is reliant to provide the Licensed Products and/or Data increases its charges and fees to GBG. Any such increase in charges and fees to the Client shall be capped at the increase in charges and fees incurred by GBG.
- 4.4 The Annual Licence Fees for each Annual Extension shall be the then prevailing license fees and charges of GBG applicable to the relevant products and services unless the Parties otherwise agree in writing prior to the commencement of each Annual Extension.
- 4.5 The Annual Licence Fees shall be invoiced and paid in pounds sterling. GBG shall (where applicable) add Value Added Tax (or any other applicable tax) to each invoice.
- 4.6 If the Client fails to pay any part of the Annual Licence Fees when due pursuant to this Agreement, it shall be liable to GBG to pay interest on such part of the Annual Licence Fees from the due date for payment at an annual rate of 4% above the base lending rate of National Westminster Bank plc from time to time accruing at a daily rate until payment is made in full.
- 4.7 The Client shall make all payments under this Agreement without any deduction whether by set-off, counterclaim discount abatement or otherwise.
- 4.8 The Annual Licence Fees are calculated in accordance with Third Party Licence Fees which are beyond GBG's control and so consequently GBG reserve the right to vary the Annual Licence Fees from time to time.
- 4.9 Any other increase in Annual License Fees shall be limited to the increases in the Retail Price Index and will take effect, automatically, as part of the Annual Extension.
- 5. LIMITATIONS OF LIABILITY**
- 5.1 Neither Party excludes or limits its liability for death or personal injury resulting from its negligence, fraudulent misrepresentation or any other type of liability that cannot by law be excluded or limited.
- 5.2 GBG does not exclude or limit its liability for the indemnity it offers to the Client pursuant to clause 10.1 of this Agreement nor for a breach of its obligations pursuant to clauses 8.1 and 18.1.
- 5.3 The Client does not exclude or limit its liability arising from or in connection with any mis-use or unauthorised use of the Licensed Products and/or Data or any use of the Licensed Products and/or Data that is not expressly permitted under this Agreement or otherwise expressly authorised by GBG.
- 5.4 The Client does not exclude or limit its liability for the indemnity it offers to GBG pursuant to clauses 10.3 and 18.3 of this Agreement nor for a breach of its obligations pursuant to clauses 8.1 and 18.2 of this Agreement.
- 5.5 Subject to clauses 5.1, 5.2, 5.3 and 5.4, each Party limits its liability to the other Party under or in connection with this Agreement, whether such liability arises in contract, tort (including without limitation negligence) misrepresentation or otherwise as follows:
- (a) neither Party shall be liable for loss of profits, business or anticipated savings, loss of reputation, loss of goodwill, any special, indirect or consequential loss or damage;
- (b) each Party's entire aggregate liability to the other Party in respect of all claims arising out of this or connection with this Agreement or its subject matter in any 12 month period (considered retrospectively from the date on which the cause of action arose) shall not exceed the greater of £5,000 or an amount equal to the Licence Fees paid or payable to GBG pursuant to this Agreement during that 12 month period.
- 6. WARRANTIES**
- 6.1 GBG's aim is to provide the Client with reliable Data and Licensed Products. As GBG sources the Data from a number of reputable third party suppliers over which it has no direct control, there are limitations on the warranties that GBG can grant to the Client. GB does not warrant that:
- 6.1.1 the use of the Licensed Products and/or Data will meet the Client's data processing or other business requirements or that the operation of the Licensed Products will be uninterrupted or error free and the Client accepts that the Licensed Products were not designed and produced to its individual requirements and that it was responsible for their selection; and
- 6.1.2 the accuracy, completeness, quality or suitability of the Data or the Licensed Products and GBG does not accept any liability for the same.
- 6.2 GBG warrants that:
- 6.2.1 it has the right to license the Licensed Products and Data but otherwise the Licensed Products and Data are licensed on an "as-is" basis without warranty of any kind, express or implied, oral or written, including without limitation the implied conditions of merchantable quality, fitness for purpose and description, all of which are specifically and unreservedly excluded;
- 6.2.2 it has taken reasonable precautions to ensure that all software supplied by GBG will be virus-free checked prior to delivery to the Client;
- 6.2.3 the Licensed Products and all supporting literature shall materially conform to all descriptions applied to them in writing by GBG;
- 6.2.4 it shall use reasonable skill and care in providing the Professional Services and Technical Support and the Client agrees that GBG's sole and exclusive liability for breach of the warranty under this sub-clause, and the Client's sole and exclusive remedy shall be that GBG will re-perform Professional Services and/or the Technical Support at no additional charge to the Client.
- 6.3 GBG and the Client each warrants to the other that it holds all necessary registrations, licences and consents including but not limited to those required by law and in particular the Data Protection Act 1998 (as the same may be amended

- or superseded) ("DPA") and will comply with and keep in force all such registrations, licenses and consents and produce evidence of the same to the other on request.
- 6.4 The Client warrants that none of the activities for which it shall use the Licensed Products or Data shall constitute, involve or facilitate, either directly or indirectly, the commission of any unlawful or illegal act or any offence or infringement of the rights of any person.
- 6.5 The Client agrees that except as expressly set out in this Agreement, all warranties, conditions and other terms relating to the Licensed Products, the Data and/or this Agreement whether express or implied by statute, law, custom or otherwise, are to the fullest extent permitted by law, excluded from this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights subsisting in and/or relating to the Data and the Licensed Products, from time to time are and shall remain the property of GBG, Royal Mail or GBG's third party licensors. The Client shall acquire no rights in the Data or the Licensed Products except as expressly provided in this Agreement. This Agreement shall not operate as an assignment of any Intellectual Property Right. The Client shall not remove or tamper with any copyright notice attached to any Licensed Products, Data or other materials supplied to it pursuant to this Agreement. The provisions of this clause shall continue to operate after the termination of this Agreement.
- 7.2 The Client shall not perform the following acts:
- 7.2.1 copy the whole or any part of the Licensed Products documentation;
- 7.2.2 save to the extent permitted by law, modify, merge or combine with any other software or documentation or reverse engineer or decompile the whole or any part of Licensed Products or Data. In the event that the Client wishes to create an interoperable program with the Licensed Products or Data, it shall give GBG prior notification of such intent and GBG shall if it considers the request to be reasonable make readily available to the Client such information as is necessary to enable the Client to create such an interoperable program provided that on termination of this Agreement, the Client shall remove the Licensed Products and Data from any software with which they have been so inter-operated and comply with the provisions of clause 9.7 below. GBG reserves the right to make additional charges to the Client for giving its approval for the Client to make an interoperable program under this clause 7.2.2.
- 7.3 The Client undertakes to perform the following acts:
- 7.3.1 keep the Licensed Products and Data confidential and take all steps to protect GBG's confidential information and all Intellectual Property Rights in the Licensed Products;
- 7.3.2 reproduce on any copy of the Licensed Products or Data GBG's or third party copyright and trade mark notices;
- 7.3.3 ensure that where the Client is authorised to use the Licensed Products and/or Data in the provision of any services to or for any person (including individuals, partnerships and bodies corporate and all other third parties) that in every instance GBG's Intellectual Property Rights and the Intellectual Property Rights of GBG's third party data suppliers are fully protected and the Client shall ensure that the restrictions of use specified under clause 3 shall be incorporated within all agreements involving the use of the Licensed Products and/or Data by the Client.
- 7.4 The Client shall be permitted to provide Data or allow the provision of or access to Data to its sub-contractors only for the purposes of and to the extent necessary for:
- 7.4.1 the provision of data storage and/or information technology services to the Client; and/or
- 7.4.2 the sub-contractor to otherwise act on behalf of the Client for the Client's own internal business purposes; and, in each case, only using the Data for the Client's own business purposes and not otherwise for the sub-contractor's own purposes or benefit and only provided that it at all times complies with clause 7.5.
- 7.5 The Client shall ensure that:
- 7.5.1 GBG has given its prior written consent to the Client's use of such sub-contractor's within ten (10) Normal Business Days of request and the Client shall inform GBG of the name and address of the sub-contractor and such other details as GBG may reasonably request; and
- 7.5.2 such sub-contractor has entered into a written agreement with the Client on terms which reflect the use of the Data permitted and which are otherwise no less onerous, and which do not grant more extensive rights, than those contained in this Agreement (the "Sub-Contractor Agreement") in relation to the Data and which:
- (a) includes termination provisions equivalent, as between the Client and its sub-contractor, to those set out in this Agreement and which provide that the agreement will automatically terminate if this Agreement is terminated or if the Client otherwise ceases to be licensed to use and/or permit the sub-contractor to use the Data;
- (b) contains provisions relating to confidentiality and to the ownership and protection of the Data and Intellectual Property Rights subsisting in and/or relating to the rights than those contained in this Agreement; and
- (c) enables Royal Mail to directly enforce all terms relating to its UK Data by virtue of the Contracts (Rights of Third Parties) Act 1999; and
- 7.5.3 the Client shall not be relieved of any of its obligations under this Agreement and shall remain primarily responsible for the acts and omissions of its sub-contractors as though they were its on and shall 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;
- 7.5.4 the Client promptly provides to GBG copies of such Sub-Contractor Agreements as may be requested by GBG on behalf of Royal Mail or otherwise from time to time.

8. CONFIDENTIALITY AND PUBLICITY

- 8.1 Each Party undertakes that it shall not at any time disclose to any person the terms of this Agreement and any information Confidential Information of the

other Party, its Affiliates or Royal Mail except as permitted by clause 8.2 or to the extent necessary for the proper performance of this Agreement.

- 8.2 No Party shall use any other Party's or Royal Mail's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 8.3 Each Party may disclose the other Party's or Royal Mail's Confidential Information: to its or its Affiliates' employees, officers, representatives, advisers and third party suppliers who need to know such information for the purposes connected to this Agreement. Each Party shall ensure that its and its Affiliates' employees, officers, representatives, advisers and third party suppliers to whom it discloses the Confidential Information comply with this clause 8; and
- (b) as may be required by law, court order or any governmental or regulatory authority;
- (c) which becomes generally available to the public (other than through a breach of this Agreement);
- (d) lawfully in the possession of the other Party before the disclosure under this Agreement took place;
- (e) obtained from a third party who is free to disclose it.
- 8.4 Once the Order Form has been signed by both Parties, GBG may issue a press release (or if GBG wish, another form of public communication) relating to the Parties' entry into this Agreement.

9. TERM AND TERMINATION AND SUSPENSIONS

- 9.1 This Agreement shall commence on the date indicated on the Order Form as the commencement of the Initial Licence Period and shall continue for the Initial Licence Period and thereafter for each Annual Extension (the "Term") unless and until it is terminated in accordance with the terms of this Agreement.
- 9.2 GBG may suspend all or part of the license granted to the Client to use the Data and/or Licensed Products pursuant to this Agreement immediately and without notice upon the Client's breach of any term of this Agreement including without limitation any breach of any of the provisions under clause 4 (Annual Licence Fees).
- 9.3 Either Party may terminate this Agreement by giving at least 90 days' prior written notice to the other such termination to take effect on the expiry of the Initial Licence Period or an Annual Extension.
- 9.4 Either Party may terminate this Agreement (or, if GBG wish, part of it) on immediate notice in writing notice to the other if any of the following applies:
- (a) the other Party commits a material or persistent breach of this Agreement or commits a breach of any term in Schedule 1, which is capable of remedy and it fails to remedy the breach within 10 Normal Business Days of a written notice to do so. A breach shall be capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance;
- (b) the other Party commits a material or persistent breach of this Agreement which cannot be remedied. This will include but is not limited to any failure by the Client to comply with the obligations and restrictions within clauses 2 and 3;
- (c) any meeting of creditors of the other Party is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the other Party (other than for the purpose of a bona fide solvent re-construction, re-organisation or amalgamation);
- (d) the other Party ceases or threatens to cease carrying on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- (e) a nominee, supervisor, receiver, administrator, administrative receiver or liquidator is appointed in respect of the other Party or any encumbrancer takes possession of, or any distress, lien, execution or other process is levied or enforced (and is not discharged within seven days) upon, the assets of the other Party;
- (f) an order is made for the bankruptcy or winding-up of the other Party or a resolution for its winding up is passed;
- (g) a notice of intention to appoint an administrator is filed with the court or served on any creditor of the other Party;
- (h) an application for an administration order is issued at court in respect of the other Party;
- (i) a meeting is convened for the purpose of considering a resolution for the winding up of the other Party or the making of an application for an administration order or the dissolution of the other Party;
- (j) any event analogous to any of paragraph 9.4 (c) to (i) above occurs in any jurisdiction;
- (k) the other Party, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation;
- (l) the other Party is prevented by an Event of Force Majeure from performing any of its responsibilities under this Agreement for a period of three consecutive calendar months or more.
- 9.5 GBG may terminate this Agreement or any part of it on immediate notice in writing to the Client if:
- (a) the Client in any way brings GBG or Royal Mail into disrepute or challenges the Intellectual Property Rights of GBG, Royal Mail or any of GBG's third party data suppliers;
- (b) the Client discloses any information relating to the business of Royal Mail which is specified by Royal Mail as being confidential or is Confidential Information of Royal Mail;
- (c) the Client is subject to a change of control. "Control" for the purpose this clause means the ability to direct the affairs of the Client, whether by virtue of ownership of shares or otherwise;
- (d) GBG's licence to use the Data is terminated for any reason whatsoever.
- 9.6 When this Agreement terminates the Client shall:
- (a) return or destroy at GBG's option and request any Confidential Information belonging to GBG in its possession or control;
- (b) upon GBG's request immediately pay any outstanding unpaid invoices submitted to it whether before or after the termination of this Agreement.

- 9.7 Upon the termination of this Agreement (howsoever arising) all copies of the Licensed Products and Data and any information derived from comparison with, by reference to, or resulting from the authorised or unauthorised use of the Licensed Products or Data shall be removed from all systems whatsoever used by the Client and its permitted sub-contractors and returned to GBG and the Client shall confirm the same in writing within 14 days of the date of termination and no such further use may be made of such information or any of the Licensed Products or Data.
- 9.8 The Client shall not under any circumstances become entitled to the repayment of any Annual Licence Fees or any other sums payable under this Agreement upon the termination of this Agreement.
- 9.9 The termination of this Agreement does not affect the accrued rights, remedies and obligations or liabilities of the Parties existing at termination. Nor shall it affect the continuation in force of any provision of this Agreement that is expressly or by implication intended to continue in force after termination.
- 10. IPR INDEMNITY**
- 10.1 GBG will indemnify the Client against all liabilities, costs, expenses, damages and losses incurred by the Client as a direct result of any third party making or threatening to make a claim against the Client that its use of the Licensed Products and/or Data in accordance with the terms of this Agreement infringes that third party's Intellectual Property Rights (a "Claim"), provided that the Client:
- notifies GBG promptly in writing of any Claim;
 - makes no admission or compromise relating to the Claim or otherwise prejudice GBG's defence of such Claim; and
 - allows GBG to conduct all negotiations and proceedings in relation to the Claim and gives GBG all reasonable assistance in doing so and GBG will pay the Client's reasonable expenses for such assistance.
- 10.2 The indemnity in clause 10.1 does not apply to any Claim arising as a result of the use of the Licensed Products and/or Data in conjunction with software, materials, equipment and/or services which GBG has not supplied pursuant to this Agreement or to Claims caused by designs or specifications made by the Client, or on the Client's behalf.
- 10.3 The Client agrees to indemnify GBG against all liabilities, costs, expenses, damages and losses incurred by GBG arising out of or in connection with:
- any third party making or threatening to make a claim against GBG that the Client's use of the Data and/or Licensed Products in conjunction with other software, equipment, materials and/or services not supplied by GBG pursuant to this Agreement infringes that third party's IPR; and
 - any third party making or threatening to make a claim against GBG that any designs or specifications made to the Data and/or Licensed Products by the Client, or on the Client's behalf infringes that third party's IPR.
- 10.4 GBG will notify the Client of any claims or proceedings and will keep the Client informed as to the progress of claims or proceedings that relate to the indemnity in clause 10.3.
- 11. MODIFICATIONS TO THE AGREEMENT**
- 11.1 From time to time, in circumstances where adjustments are made by GBG's third party data suppliers to GBG's use of the Data in the Licensed Products, GBG shall be entitled to vary the terms of this Agreement in order to comply with such direction from its third party data suppliers by way of written notice to the Client.
- 11.2 Save as set out in clause 11.1, if either Party wants to change this Agreement, the Parties agree that each Party will:
- notify the other detailing the proposed change and the reason for it;
 - discuss the proposed change;
 - notify each other whether the proposed change is feasible and the likely financial, contractual, technical and other effects of the proposed change;
 - decide whether it agrees to this Agreement being amended to incorporate the change and notify the other Party.
- 11.3 Save as set out in clause 11.1, agreed changes to this Agreement will be recorded in writing and will form part of this Agreement when signed by both Parties or accepted by both Parties in writing.
- 12. FORCE MAJEURE**
- 12.1 Neither Party will be in breach of this Agreement nor liable to the other for any failure or delay in the performance of any obligations under this Agreement to the extent arising from or attributable to an Event of Force Majeure.
- 13. DISPUTE RESOLUTION**
- 13.1 This clause 13.1 is without prejudice to the right to suspend the license granted and/or terminate the Agreement pursuant to any rights to do so under this Agreement. The Parties shall negotiate in good faith and use reasonable endeavours to settle amicably any dispute between the Parties that may arise out of or relate to this Agreement or a breach thereof. If any such dispute cannot be settled amicably through ordinary negotiations by appropriate representatives of the Parties within 10 Normal Business Days of one Party giving written notice to the other of the existence of the dispute (a "Dispute Notice"), the dispute shall be referred to the respective Chief Executive Officers (or equivalent) of the Parties who shall meet without undue delay in order to attempt to resolve the dispute. If a dispute has not been resolved within 40 Normal Business Days of the Dispute Notice, then the other Party may initiate any legal proceedings it deems appropriate.
- 14. ASSIGNMENT**
- 14.1 The Client may not assign or transfer (in whole or part) any of its rights or obligations under this Agreement, without GBG's prior written agreement.
- 15. ENTIRE AGREEMENT**
- 15.1 This Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter.
- 15.2 The Parties agree that:
- neither Party has been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it; and
 - in connection with this Agreement its only rights and remedies in relation to any representation, warranty or other assurance are for breach of contract and that all other rights and remedies are excluded, except in the case of fraud.
- 16. THIRD PARTY RIGHTS**
- 16.1 Save as set out expressly in this Agreement, a person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.
- 16.2 Royal Mail may enforce any term of this Agreement to the extent that it relates to the Royal Mail Data by virtue of the Contract (Rights of Third Parties) Act 1999.
- 16.3 This Agreement may be varied by agreement between the Parties and/or rescinded or terminated by the Parties in accordance with the provisions of this Agreement and the consent of any person who is not a Party shall not be required for any such variation, rescission or termination.
- 17. NOTICES**
- 17.1 Notices required to be given under this Agreement must be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:
- to GBG at its registered office address and marked for the attention of the Company Secretary,
 - to the Client at the address to which the Client asks GBG to send invoices or the Client's registered office address (in the case of a body corporate).
- 17.2 Any notice shall be deemed to have been duly received:
- if delivered by hand or by courier, when left at the address referred to in this clause 17;
 - if sent by first class post, two Normal Business Days after the date of posting.
- 17.3 Notwithstanding the above, any notice relating to the termination of this Agreement by either Party must be:
- provided in writing to the addresses specified in 17.1 above; and
 - delivered either by hand, by courier, recorded post or sent by any other method which requires a signature to confirm proof of delivery for such notice of termination to be deemed to have been duly served and received by the respective parties.
- 18. DATA PROTECTION ACT 1998 AND OTHER INTERNATIONAL DATA PROTECTION LAWS**
- 18.1 GBG warrants that in providing the Licensed Products and Data, it shall comply at all times with all relevant obligations under the DPA.
- 18.2 The Client warrants that it shall comply at all times with all relevant obligations under the DPA and any other local or international laws covering the use, processing and /or dissemination of personal data on individuals that applies to it and its activities pursuant to this Agreement ("Data Protection Requirements") and it shall not do or omit to do any act which would place it, GBG or any third party data supplier in breach of the Data Protection Requirements.
- 18.3 The Client agrees to indemnify GBG for all liabilities, costs, expenses, damages and losses incurred by GBG arising out of or in connection with the Client's breach of the warranty at clause 18.2.
- 19. AUDIT RIGHTS**
- 19.1 The Client agrees to provide GB (or any regulatory body or third party supplier as relevant) with full access to its premises, employees, computers, IT systems and records as required for the purpose of any such audit. The Client shall upon reasonable notice grant to GBG and Royal Mail, or their agents, reasonable accompanied access during working hours, to their premises, accounts and records relevant to this Agreement for the purpose of verifying and monitoring the Client's compliance with its obligations under this Agreement (an "Audit") and shall provide all reasonable cooperation and assistance in relation to each Audit.
- 19.2 All Audits will be conducted in a manner that does not materially disrupt, delay or interfere with the Client's performance of its business.
- 19.3 GBG and Royal Mail shall not carry out an Audit more than once in any twelve (12) month period except where it reasonably suspects that the Client has failed to comply with any of its obligations under this Agreement.
- 19.4 The Client agrees to provide GB (or any regulatory body or third party supplier as relevant) with full access to its premises, employees, computers, IT systems and records as required for the purpose of any such Audit.
- 20. NON-SOLICITATION OF EMPLOYEES**
- 20.1 The Client shall not directly or indirectly (whether alone or in conjunction with or on behalf of any other person, business or organisation) solicit or entice away (or attempt to solicit or entice away) any person employed or engaged by GBG or GBG's Affiliates in the provision of the Data and/or Licensed Products at any time during this Agreement or for a further period of 12 months after the termination of this Agreement other than by means of a advertising campaign open to all comers and not specifically targeted at any of GBG or GBG's Affiliates' staff.
- 21. MISCELLANEOUS**
- 21.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be involved, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 21.2 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.
- 21.3 No failure or delay by a Party to exercise any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it

preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other remedy. Unless otherwise stated herein, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any other rights or remedies provided by law.

22. LAW

22.1 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 and construed in accordance with the laws of England and subject to clause 13 both Parties submit to the exclusive jurisdiction of the English Courts, save that GBG may elect to bring proceedings against the Client in the courts of any jurisdiction where the Client or any of the Client's property or assets may be found or located.

SCHEDULE 1 – CONDITIONS RELATING TO ROYAL MAIL PAF

GBG is authorised by Royal Mail to licence the use of Royal Mail Data to its Clients in conjunction with GBG's own products, data and databases. As the Client wishes to obtain a licence to use Royal Mail Data the following terms will also apply specifically in respect of the Royal Mail Data. Any definition not provided in this Schedule 1 shall have the same meaning as set out elsewhere in the Agreement.

"Alias" means the file known as the 'Alias File', which contains 'Locality', 'Thoroughfare', 'Delivery Point' and 'County Alias' details;

"Cleansed Client Database" means the Client Database upon which Database Cleansing (or any element thereof) has been performed by the Client;

"Client Database" means the Client's existing electronic compilation of records, database or mailing list, which existed prior to any Database Cleansing being carried out pursuant to this Agreement in respect of the same;

"Created Data" means any data added to a Client Database or to create a new database where previously there was none, as a result of the carrying out of Data Creation;

"Data" when used within this Schedule means the Royal Mail Data;

"Database Cleansing" means any activity which involves the processing of a Client Database using the Data and includes;

(a) the verification of an existing Record in the Client Database as being the same as the entry of the Data;

(b) the amendment of an existing Record in the Client Database to correct the address so that it contains the same information as the entry on the Data;

(c) the standardisation of an existing Record in the Client Database into a "PAF format";

(d) the flagging or marking of an existing Record in the Client Database as being the same as the Data;

(e) adding further information derived from the Data to an existing Record in the Client Database; and

(f) extracting duplicate existing Records in the Client Database;

but does not include Data Creation;

"Data Creation" means the use of the Data, whether incorporated in a Licensed Product or otherwise, to create a new Record or Records not already held on any database or mailing list owned by or licensed to the Client by:

(i) adding any PAF® Record or PAF® Records; and/or

(ii) adding any PAF® Record Element or PAF® Record Elements;

in each case, to an Client Database or to create a new database where previously there was none.

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

"European Commission Approved Transfers" means transfers of personal data: (a) within the European Economic Area (b) to such other countries as are approved from time to time by the European Commission as having an adequate level of protection for personal information or (c) which are protected by legislation or frameworks within other countries where such legislation or frameworks have been approved by the European Commission as having an adequate level of protection for personal information;

"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 that the Client has elected to receive pursuant to the terms of this Agreement as supplied or contained in any Licensed Product. 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 a Delivery Point or a number of Delivery Points;

"Postzon" means the database or any part of it known as "Postzon" which Royal Mail owns or is otherwise authorised to use and which combines a postcode and coded identifiers describing, inter alia, country, county and local authority electoral ward, Ordnance Survey grid references and NHS codes as amended from time to time;

"Record" means an individual entry in or to be made in a collection of data containing a Delivery Point or details of part of a Delivery Point. A Record may also contain a business or consumer name.

1. Permitted Use

1.1 Except as expressly stated in the Agreement or in this Schedule, the Client shall not:

1.1.1 carry out any Data Creation unless it has the prior written consent of GBG and then provided only that any such Data Creation is deemed to be a further copy of the Data;

1.1.2 supply or give access to any Created Data or any database or copy of a database (or, in each case, any part thereof) which includes any Created Data.

1.2 The Client is permitted to carry out Database Cleansing only in respect of its own Client Databases and not any other databases provided that in respect of Client Databases, it at all times complies with the provisions of clauses 1.3 to 1.7.

1.3 The Client shall only be entitled to use each Cleansed Client Database for its own internal use and, subject to clauses 1.4 to 1.6, for supply to third parties.

1.4 For the purposes of clauses 1.5 and 1.6:

1.4.1 the meaning of "series of connected databases" shall include (but not be limited to) databases directly or indirectly derived from a single database or originating from the Client;

1.4.2 the meaning of "substantially all" can be determined qualitatively or quantitatively and shall be determined in the reasonable opinion of Royal Mail;

1.4.3 the expression "normal data supply activities" includes any activities carried out by the Client as part of or in connection with its day to day business of providing address database services to third parties and may, as appropriate, include (but not be limited to) mailing list supply to mailing houses or other mailing list purchasers and the provision of sample address lists for market research purposes, but shall not include further database cleansing by the Client, or the licensing of any third party by the Client to reproduce the Cleansed Client Database or to use it for database cleansing purposes; and

1.4.4 any description of a "comprehensive postal address database" includes a description of an address database as comprising all or substantially all the delivery points in the United Kingdom, England, Scotland, Wales or Northern Ireland, or any description of similar meaning or effect.

1.5 Any Cleansed Client Database, which (as a single database or as part of a series of connected databases) comprises all or substantially all the Delivery Points in the United Kingdom or any of England, Scotland, Wales or Northern Ireland, may only be supplied by the Client to a third party where it all times complies with the provisions of clause 1.6.

1.6 Any Cleansed Client Database which (either on its own or as part of series of connected databases) comprises all or substantially all the Delivery Points in the United Kingdom or any of England, Scotland, Wales or Northern Ireland may only be supplied by the Client to third parties (the **"First Level Third Parties"**), and by such First Level Third Parties to other third parties (the **"Second Level Third Parties"**), provided that:

1.6.1 neither the Client nor any third party shall at any time promote, market, represent or hold out the Cleansed Client Database as being a "master" comprehensive postal address database or "original" comprehensive postal address database or as being of any similar description;

1.6.2 such Cleansed Client Database shall be supplied by the Client to a First Level Third Party or by a First Level Third Party to a Second Level Third Party, in each case only as part of its normal data supply activities;

1.6.3 any such supply to a Second Level Third Party is subject to a requirement that the Cleansed Client Database shall at all times be used only for the internal purposes of any such Second Level Third Party (and not for supply to any other third party);

1.6.4 any such supply to a Second Level Third Party is subject to requirements on such Second Level Third Party not to reproduce or make any copies of the Cleansed Client Database or of a substantial part thereof for supply to any other third party and not to make any such supplies; and

1.6.5 during the Term and for a period of six (6) years after the date of termination of your Agreement, any supply to any First Level Third Party or Second Level Third Party is subject to a prominent notice stating that the Cleansed Client Database has been cleansed against Royal Mail's PAF® being attached and embedded electronically in any soft copy of, and being attached to any hard copy medium comprising or containing any such Cleansed Client Database. The provisions of this clause 1.6 shall continue to operate after any expiry or termination of this Agreement.

1.7 The Client may include the following statement, provided only that its use is reasonable, on its business stationery and publicity material and provided that such use is not permitted after the date of expiry or termination of this Agreement: "[Name of Client] processes databases against Royal Mail's PAF® and Alias databases/Postzon databases."

1.8 During the Term and for a period of three (3) years after the date of termination of this Agreement, the Client shall, upon request provide within twenty (20) Working Days to GBG, the name and contact details of all third parties to whom the Cleansed Client Database has been supplied. The provisions of this clause 1.8 shall continue to operate after any expiry or termination of this Agreement.

2. Data Protection

2.1 Both 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 Client acknowledges that Royal Mail is the data controller in respect of any personal data in the Data. Royal Mail and GB acknowledge that the Client is the data controller in respect of any personal data in its own database whether it has been cleansed, modified or otherwise. The Client agrees it will not do or omit to do any act which would place it, GBG 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 the Agreement. The Client agrees that it shall:

2.1.1 implement appropriate technical and organisational measures to protect personal data within the Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access;

2.1.2 promptly refer to Royal Mail (either directly or indirectly via GB) any queries relating to the personal data within the Data from data subjects, the Information Commissioner or any other law enforcement authority, for Royal Mail to resolve;

2.1.3 promptly upon request from Royal Mail provide such information to Royal Mail as Royal Mail may reasonably require to allow it to comply, in relation to the personal data within the Data, with the rights of data subjects, including subject access rights, or with information notices served by the Information Commissioner; and

2.1.4 ensure that if, during the term of the Agreement, it intends to make any transfers of personal data within the Data which are not European Commission Approved Transfers, then it shall, prior to any such transfer, obtain Royal Mail's consent and at the Client's own cost provide such further information and sign such further documents, agreements or deeds as Royal Mail may require to ensure the adequate protection of the personal data.

For the purposes of this clause 2.1 "data controller", "data subject", "personal data" and "processing" shall have the meanings ascribed to them in the Data Protection Act 1998.

3. Intellectual Property Rights

3.1 The Data and all Intellectual Property Rights subsisting in and/or relating to the Data from time to time are and shall remain the property of Royal Mail or its licensors. The Client shall acquire no rights in PAF or the Intellectual Property Rights except as expressly provided in this Agreement. The Agreement shall not operate as an assignment by Royal Mail or GB of any Intellectual Property Right that may subsist in or relate to the Data.

3.2 Royal Mail reserves all its Intellectual Property Rights in the Data and reserves its rights under the Agreement (including all its rights to take enforcement action in respect of the same) in relation to any use of the Data (or any part of the Data) by the Client which is not permitted under the Agreement. This shall include,

without limitation, any provision to a third party of a copy of or access to any Cleansed Client Database or any other database which is in breach of or results from a breach of the Agreement.

- 3.3 The Client shall not remove or tamper with any Intellectual Property Rights notice attached or used in relation to the Data.
- 3.4 The Agreement does not grant to the Client any right to use any of the trade marks, service marks, business names or logos of Royal Mail.
- 3.5 The provisions of this clause 3 shall continue to operate after the termination of the Agreement.

4. Limitations of Liability

- 4.1 In relation to Royal Mail the Client acknowledges and agrees:-
 - 4.1.1 that Royal Mail shall not be liable for any loss or damage (whether direct or indirect or consequential) howsoever arising out of or in connection with this

Agreement or its termination, except to the extent that such liability may not be lawfully excluded; and

- 4.1.2 that Royal Mail shall not be liable in any way in respect of any Data or the Licensed Products provided by GBG or the Third Party Solutions Provider to the Client; and that;
- 4.1.3 even if the Licensed Products provided to the Client by GBG or the Third Party Solutions Provider are designated as Royal Mail approved, the Client acknowledges that Royal Mail gives no warranty that such services have been tested for use by any party or that such services will be suitable for or be capable of being used by any party; and
- 4.1.4 that Royal Mail shall not be obliged in any circumstances to provide any Data or any related services direct to the Client.
- 4.1.5 that Royal Mail makes no warranty as to the accuracy or completeness of any Data supplied by it.

SCHEDULE 2 – CONDITIONS RELATING TO SPECIAL PRODUCTS

For the purposes of this Exhibit a Special Product shall include:

1. Look Up Solutions
2. External Transaction Solutions
3. Extended Use Solutions
4. Associate Group Solutions
5. Broker Group Solutions
6. Database Cleansing of Customer Databases and Bureau Services

If the Client wishes to purchase a Special Product from GBG then the provisions of the “SCHEDULE RELATING TO ROYAL MAIL’S SPECIAL PRODUCTS” shall apply, in addition to the other terms and conditions of this Agreement. The Schedule Relating to Royal Mail’s Special Products is available separately, upon request, from GBG.

SCHEDULE 3 – CONDITIONS RELATING TO MULTI PRODUCT MULTI SYSTEM LICENCE

- 1.1 Where the Client is an individual organisation or legal entity trading or operating under one name, a Multi Product Multi System Licence is available. A Multi Product Multi System Licence is also available where the Client is a department of central government controlling one or more Agencies.
- 1.2 In the case of a department of central government, the Client shall for the purpose of such licence be treated as including any and all public bodies operating under powers delegated by, and whose policies, budgets and tasks are controlled and directed directly by, such department or by the minister responsible for such department, which shall include any and all executive agencies operating under powers delegated by such department or by the minister responsible for such department.
- 1.3 If this is selected the appropriate Licence Fee will include all Licensed Products and services (other than Special Products) provided by GBG (rather than a Licence Fee for each product and service).

SCHEDULE 4 – CONDITIONS RELATING TO THE LICENSED PRODUCTS AND DATA WHICH INCORPORATES TELECOMMUNICATIONS DATA

Where the Client requests that GBG are to provide them with telecommunications data supplied by a Third Party (currently British Telecommunications, “BT”), then the provisions of this Schedule shall apply, in addition to the terms and conditions of the Agreement.

- 1.1 The following relates to Licensed Products and Data supplied under this Agreement which incorporates telephone number data as supplied to GBG by BT:
 - 1.1.1 The Client warrants that it shall not use any version of the telephone number data, as supplied to GBG by BT which has been in its possession for more than 18 months from the date of supply to it by GBG.

SCHEDULE 5 – CONDITIONS RELATING TO MORTALITY DATA

1. Mortality data may be accessed on a single look-up basis only.

SCHEDULE 6 – CONDITIONS RELATING TO ORDNANCE SURVEY DATA

Where the Client requests that GBG provide them with Ordnance Survey Data then Ordnance Survey requires the Client to agree to the following provisions. The provisions of this Schedule shall apply, in addition to the terms and conditions of the Agreement.

1 Definitions

For the purposes of this Schedule:

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

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

“**Excluded Bodies**” means any of the following:

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

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

“**Ordnance Survey Data**” means the data to be supplied by Ordnance Survey which may include Address Layer 2 Data, AddressBase, AddressBase Plus and/or AddressBase Premium data.

“**Promotion(al)**” means bringing any product or service to the attention of actual or potential Clients and where multiple copies are made in any media, the total map area at scale must not exceed A3 or 1 250 square centimetres size.

2 Internal Business Use

2.1 “**Internal Business Use**” is defined as the use of Ordnance Survey Data in the ordinary day to day activities involved in the internal administration and running of the Client’s business or organisation.

2.2 Such use of Ordnance Survey Data is **only** permitted in the following circumstances:

2.2.1 solely and explicitly for the administration and operation of the Client’s business or organisation (which excludes its supply to any third party unless expressly permitted in this Schedule);

2.2.2 in reports and submissions to third parties (where such activities relate to the internal administration and running of the Client’s business or organisation and the Client shall advise such third parties that such Ordnance Survey Data shall not be used for any other purpose), provided such reports and submissions do not carry paid for advertising in respect of third parties. Such use shall include electronic transmission of a graphic image that is a raster data file produced solely for the purposes of allowing such third party to view and print one copy;

2.2.3 by the Client’s contractors and agents when undertaking any activity for the Client which the Client is permitted to undertake itself under this Schedule but solely and explicitly to provide the Ordnance Survey Data for the purpose of enabling them to provide goods or services to the Client or to tender for the provision of such goods or services. The Client must require such contractor or agent to sign a contractor licence with the Client in the form of the Contractor Licence. The Client must enforce the provision in such Contractor Licence which requires the contractor or agent to erase all copies of Ordnance Survey Data on or before termination of such Contractor Licence. This must include those held in paper based or any electronic format, provided that the Client may permit such contractor or agent to retain one paper based archive copy of Ordnance Survey Data which is relevant and necessary to document the goods or services delivered to the Client;

2.2.4 where Ordnance Survey Data are available on an internal network or on a remotely accessible server operated by an electronic hosting service, the Client must either take steps itself or enter into a written agreement in relation to the facilities provided by the electronic hosting service to provide for appropriate industry standard safeguards restricting third party access to any data of the Client’s which include or incorporate any Ordnance Survey Data;

2.2.5 within any professional services provided by the Client to its customers provided that:

- a) the provision of Ordnance Survey Data is not a service in itself and does not form a significant part of any service offered by the Client;
- b) Ordnance Survey Data may be provided only in paper form or by electronic transmission of a graphic image that is a raster file produced solely for the purposes of allowing the recipient to view and print one copy;
- c) only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used; and
- d) the use to which such clients shall put the Ordnance Survey Data shall be for the administration and operation of its business (in the case of a business client); provided that the rights referred to in this Section 2.2.5 shall not apply where the Client is an Excluded Body.

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

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

2.4.1 by any associated undertaking of the Client, including associated, subsidiary, affiliated, holding or any parent or group companies or any other undertaking (save to the extent such associated undertaking is acting as a contractor or agent providing services pursuant to Section 2.2.3 or is a client for professional services pursuant to Section 2.2.5); or

2.4.2 save in the case of contractors and agents providing services pursuant to Section 2.2.3 or provision of professional services pursuant to Section 2.2.5, for any Financial Gain or commercial purposes of the Client, whether the Ordnance Survey Data are used on their own or in combination with any products or services of the Client or which convey any Financial Gain for the benefit of any person other than the Client or its employees.

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

3.1 Subject to the restrictions in Section 3.2 below, Ordnance Survey Data may be published in paper form only for display and/or promotional purposes provided there is no Financial Gain, but only:

3.1.1 as a background to display information specific to the Client’s activities;

3.1.2 to promote the Client’s commercial or public services, provided that the use of Ordnance Survey Data is secondary to the Client’s services or business activities and is not a service or business activity in itself; or

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

3.2 The following conditions apply to the publishing of the Ordnance Survey Data for Display and/or Promotional purposes by the Client:

3.2.1 the correct database right, copyright, trade mark acknowledgements and licence number must be used. Acknowledgements are always required and each individual image using Ordnance Survey Data must contain the appropriate acknowledgement(s). Non compliance will be regarded as a breach of your obligations under this Schedule and, without prejudice to any other rights, may incur royalties at our normal commercial use rates;

3.2.2 the Client must overlay outputs generated using the Ordnance Survey Data with information that is specifically relevant to the purpose of the Display and/or Promotion. Use of Ordnance Survey Data in this manner must only be to demonstrate the services or activities to which the Ordnance Survey Data makes a significant contribution. Ordnance Survey Data must not be published on their own or in any format or as the primary or dominant part of any Display and/or Promotion and must always be combined with appropriate additional information relating to the Client;

- 3.2.3 a visible background watermark to identify the source of the publication may be required by Ordnance Survey. The Client shall choose its own method of applying a watermark from suitable alternatives. The purpose of the watermark is not to obscure or change the meaning of the Client's message, but to establish the source of the material and to deter its use for other purposes;
- 3.2.4 when using the Ordnance Survey Data the Client is to include a brief statement of the purpose of the publication and the reason why mapping information is included together with limitations for its further use. This can be placed anywhere within the document;
- 3.2.5 the Client shall use all reasonable endeavours to prevent the improper use of the Ordnance Survey Data by its staff or any third parties;
- 3.2.6 only such amounts of Ordnance Survey Data may be used as are necessary to meet the specific need for which they are used;
- 3.2.7 Ordnance Survey Data must not be published in their original condition. Any publication must feature such additional elements or content as are specifically relevant to the purpose to which they are put. Such additional content must be provided by the Client and unless otherwise agreed with Ordnance Survey must be sufficiently significant to render the underlying Ordnance Survey Data unusable for any other purpose; and
- 3.2.8 Ordnance Survey Data must not be published electronically.

4 Statutory use

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

SCHEDULE 7 – CONDITIONS RELATING TO BUSINESS DIRECTORY (118 DATA RESOURCE) DATA

The following terms will apply where you are receiving Business Directory Data. Any definition not provided in this Exhibit shall have the same meaning as set out in your Agreement with GBG.

Business Directory (118 Data Resource) Data:

1. The Client must enter sufficient elements of the company name and address to capture, correct, verify, or enhance data and must not use software to bulk download business data. Separate arrangements and fees are payable in these circumstances.
2. The Client may not use data to produce products or services which compete with GBG' products or 118 Data Resource' Products in existence at date of licence granted.

SCHEDULE 8 - CONDITIONS RELATING TO DUN AND BRADSTREET DATA

Where you request that GBG provides you with Dun and Bradstreet Business Data ("the D&B Data") supplied by Dun and Bradstreet Limited then you agree to the following provisions. The provisions of this Schedule shall apply, in addition to the terms and conditions of the Agreement and may be enforced directly by Dun and Bradstreet Limited.

- 1. Restrictions on Use**
 - 1.1 The use of information ("Information") is subject to these terms and conditions ("Terms of Use"). The Information is licensed to you ("Client") for the Client's internal business use only in the territory in which it is purchased. Such licence is non-exclusive, non-transferable and limited for the Term (as defined in Section 8.2 below) and is subject to the restrictions set forth herein. We retain all ownership rights (including copyrights and database rights and other intellectual property rights) in the Information in any form and the Client obtains only such rights as are explicitly granted in these Terms of Use.
 - 1.2 The Client shall not request or make available Information for the use of others, including for any parent, subsidiary, affiliated entity, franchisee or dealer of the Client. The Client shall not make Information available to others in any form, unless required by law where the Client has notified us or unless the Client first obtains our written consent.
 - 1.3 The Client shall not use Information in connection with providing advice or recommendations to others, publish Information in the news media, incorporate or use Information in any kind of database or marketing list to be provided to a third party, use Information to generate any statistical or other information that is or will be provided to third parties, use or permit the use of Information to prepare any comparison to other information databases that will be provided to third parties, or produce Information in judicial or administrative proceedings, including discovery proceedings, without our prior written consent, unless required by law and where the Client has notified us of such legal requirement.
 - 1.4 The Client may use Information only in connection with the particular transaction for which such Information was originally requested. The Client shall not re-license, resell or further distribute Information.
- 2. Copying**

The Client shall not copy, download, batch harvest, upload or in any other way reproduce the Information for the purpose of aggregating the Information, save that the Client may create a copy or backup of the Information for the purpose of maintaining an internal archive or for regulatory compliance. Such backup or archive shall not be used for any commercial purpose.
- 3. Compliance with Laws**
 - 3.1 The Client will not use Information as a factor in establishing an individual's eligibility for (i) credit or insurance to be used primarily for personal, family, or household purposes, or (ii) employment. In addition, the Client will not use Information to engage in any unfair, anti-competitive or deceptive practices and will use the Information only in compliance with applicable laws or regulations, including laws and regulations regarding telemarketing, customer solicitation (including fax and/or e-mail solicitation), data protection, privacy and anti-corruption.
 - 3.2 In relation to personal data contained in the Information, the Client undertakes to comply with the following obligations: (i) to use such personal data only for internal business use in connection with the particular transaction for which the Information was originally requested; (ii) to ensure that such personal data is only used by appropriate authorised and trained personnel; (iii) to take and maintain appropriate technical and organisational security measures and procedures to safeguard such personal data from accidental loss or unauthorised disclosure; and (iv) subject to the requirements of applicable data protection regulations, to keep such personal data strictly confidential.
- 4. Limitation of Liability**
 - 4.1 THE CLIENT AGREES THAT IN NO EVENT SHALL WE (OR OUR AFFILIATES) BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND OR CHARACTER (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF THE USE OF THE INFORMATION, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGES ARISING OUT OF ANY CREDIT DECISIONS MADE, ANY LOSS OF PROFIT, SAVING OR GOODWILL, AND ANY LOSS OR DAMAGE ARISING OUT OF THE CONDUCT OF THIRD PARTIES.
 - 4.2 IN NO EVENT SHALL OUR LIABILITY UNDER THIS AGREEMENT EXCEED THE GREATER OF (I) THE AMOUNT WE RECEIVED FOR THE PARTICULAR INFORMATION PROVIDED TO THE CLIENT THAT IS THE SUBJECT OF THE CLAIM OR (II) A SUM EQUIVALENT TO GBP£20,000.
- 5. Disclaimer of Warranties**
 - 5.1 Though we use extensive procedures to keep its database current and to maintain accurate data, the Client acknowledges that the Information will contain a degree of error. The Client accepts that it (i) is responsible for determining whether the Information is sufficient for the Client's use and (ii) must rely entirely upon its own skill and judgment when using the Information.
 - 5.2 ALL INFORMATION IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. SAVE AS OTHERWISE STATED IN THESE TERMS, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE WILL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF, IN WHOLE OR IN PART, OUR CONDUCT IN PROCURING, COMPILING, COLLECTING, INTERPRETING OR REPORTING INFORMATION.
- 6. Intellectual Property**

The Client acknowledges and agrees that the Information is proprietary to us and comprises: (a) works of original authorship, including compiled information containing our selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential and trade secret information; and (c) information that has been created, developed and maintained by us at great expense of time and money, such that misappropriation or unauthorised use by others for commercial gain would unfairly or irreparably harm us. The Client agrees that it will not commit or permit any act or omission by its agents, employees, or any third party that would impair our copyright, database rights or other proprietary and intellectual rights in the Information. The Client will not use any of our trade names, trademarks, service marks or copyrighted materials in listings or advertising in any manner without our prior written approval. Where required by us, the Client shall reproduce our copyright notice and proprietary rights legend on all authorised copies of such Information.
- 7. Indemnification**

The Client agrees to indemnify, defend and hold us harmless from any claim or cause of action against us arising out of or relating to use of the Information by: (i) individuals or entities which have not been authorised by this Agreement to have access to and/or use the Information; and (ii) The Client, except where such use by The Client is in accordance with these Terms of Use.
- 8. Miscellaneous**
 - 8.1 Notwithstanding any provision in these Terms of Use, our liability to the Client for death or injury resulting from its own or that of its employees', agents' or subcontractors' negligence, or for fraudulent misrepresentations, shall not be limited.
 - 8.2 The term of the Client's licence for any particular Information (or element thereof) is 12 months from the date such Information is obtained by the Client (the "Term"). We may terminate such licence immediately upon written notice to the Client in the event of the Client's breach of these Terms of Use.
 - 8.3 This Agreement is governed by and construed in accordance with the laws of England and both parties irrevocably submit to the exclusive jurisdiction of the English Courts.
 - 8.4 Without prejudice to any other rights that we may have under this Agreement or at law, if in our reasonable opinion the Client has violated these Terms of Use, we may suspend the Client's access to the Information while the violation is investigated. Any investigation will be carried out promptly and the Client agrees to cooperate with us in connection with any such investigation.
 - 8.5 Upon expiry or termination of the Term with respect to the Information, the Client shall immediately delete, destroy or return all originals and copies of any Information, unless the Client is otherwise instructed by us; and upon request, shall provide us with written certification thereof. This provision shall not apply to the archival copies of the Information as permitted in Section 2 above

SCHEDULE 9 – CONDITIONS RELATING TO EXTENDED INDUSTRY SORTING CODE DIRECTORY FROM VOCALINK

Where the Client requests that GBG are to provide them with “Extended Industry Sorting Code Directory/ Extended ISCD” from Vocalink then the provisions of this Schedule shall apply, in addition to the terms and conditions of the Agreement. Under the terms of GBG’s Agreement with Vocalink the supply of the Extended ISCD can be terminated (without cause) by providing 90 days’ notice.

GBG is required by Vocalink to include the following provisions:

1. Definitions:

“**Extended Industry Sorting Code Directory**” or “**Extended ISCD**” means the VocaLink product by these names, consisting of a copy of a computer file of Sorting Code Data or any data taken from the computer file of Sorting Code Data and incorporated into any computer file or product produced by the GBG;
“**Sorting Code**” means the code numbers issued from time to time by UK Payments for use in payment schemes operated by its members;
“**Sorting Code Data**” means the information that constitutes a sort code;
“**UK Payments**” means UK Payments Administration Limited, , a company incorporated in England and Wales under registration number 01935025, the registered office of which is at 2 Thomas More Square, London, E1W 1YN.;
“**VocaLink**” means VocaLink Limited of Drake House, 3 Rivers Court, Homestead Road, Rickmansworth, WD3 1FX, registered in England, company number 6119048.

2. Licence

2.1 Use of the Extended ISCD

- (a) The Client’s right to use the Extended ISCD is limited to use in connection with the UK BACs scheme, Faster Payments scheme, CHAPS Sterling scheme and Cheque and Credit Clearing scheme.
- (b) The Extended ISCD and all copies thereof are the property of VocaLink and therefore the Client must not:
- (i) sell, loan or in any other way disposing of any copies of the Extended ISCD to any third parties and/or
 - (ii) make any copies of the Extended ISCD except for one copy of the Extended ISCD for backup purposes.
- (c) The Client must:
- (i) keep the Extended ISCD confidential and refrain from disclosing the Extended ISCD to any third party;
 - (ii) ensure that all of its relevant staff are aware of and comply with the terms of the Client licence;
 - (iii) ensure that all copies of the Extended ISCD and of any manuals made by the Client will incorporate a notice indicating that copyright in the Extended ISCD and any related manuals is vested in VocaLink; and
 - (iv) update its Extended ISCD at least monthly.

2.2 Proprietary Rights

- (a) Except as provided by the Client licence (and s.296A of the Copyright Designs and Patents Act 1988) the Client is not granted any rights to copy, modify, develop or adapt the Extended ISCD or to use, sell, dispose of or transfer the Extended ISCD or any copies thereof in the possession of the Client, and no title or rights of ownership, copyright or any other intellectual property rights in the Extended ISCD are or will be transferred to the Client.
- (b) The Client acknowledges that all property rights including but not limited to Intellectual Property rights in the Sorting Code, Sorting Code Data, and the Extended ISCD are owned by UK Payments.
- (c) No title or rights of ownership or any Intellectual Property rights in the Extended ISCD, Sorting Code or Sorting Code Data are or will be transferred to the Client.

2.3 Liability

- (a) The Extended ISCD and any related data licensed to the Client are provided on an “as is” basis. Accordingly the Client accepts that the data is provided without any warranty or indemnity of any kind whatsoever in respect of the Extended ISCD. All conditions and warranties express or implied or otherwise are excluded to the fullest extent permitted by law.
- (b) The Client acknowledges that VocaLink and its officers, employees, agents and licensors have no liability to it whatsoever in connection with the Client licence or the Client’s use of the Extended ISCD.

2.4 Termination

- (a) Upon the Client ceasing to use the Extended ISCD, the Client must return (to GBG) all copies of the Extended ISCD in the Client’s possession or control.
- (b) Upon notification by VocaLink to the Client that the licence agreement between VocaLink and GBG has been terminated, GBG’s rights and obligations under the Client licence will automatically be assigned forthwith to VocaLink who will thereupon be deemed a party to the Client licence and all rights and obligations there under will be directly enforceable by or against VocaLink as the case may be.

This Section only applies if the Order Form shows that International Data has been selected. If so, these conditions will apply, in addition to the general terms and conditions and any applicable Schedules.

(1) LOQATE DATA

GBG, under the terms of its agreement with Loqate, are obliged to ensure that the Client agrees to and complies with the following LOQATE End User License Agreement – GKR:

The Global Knowledge Repository (“GKR”), which includes location reference data, lexicons and context rule files, is provided for internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by the Client (“You”) and Loqate, Inc. 1111 Bayhill Dr Ste 290, San Bruno CA 94066-3053 (“Loqate”)

- 1.1 Loqate hereby grants to you a license to use the “GKR” for (a) the term “Term” (b) the geography and (c) the number of Production Servers you have licensed and paid for. At the end of the Term, the license shall automatically renew unless You notify Loqate or your data quality software or service provider of your intention not to renew at least 60 days prior to the renewal date. This license includes only the right to use the GKR in conjunction with the data quality software or service with which it has been supplied. (“DQS”).
- 1.2 **Production Server.** A Production Server shall mean any Server placed into live, productive or commercial use including servers utilized for load balancing purposes. Production Servers do not include back up, test, staging and in active failover servers.
- 1.3 **Internal Business Use Only.** You agree to use this GKR together with DQS solely for the internal business purposes for which you were licensed, and not for service bureau, time-sharing or other similar purposes, unless such additional license grants have been expressly provided for in a separate agreement. Accordingly, but subject to the restrictions set forth in the following paragraphs, you agree not to otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of this GKR, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.
- 1.4 **Restrictions.** Except where you have been specifically licensed to do so, and without limiting the preceding paragraph, you may not (a) use this GKR with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.
- 1.5 **Warning.** The GKR may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.
- 1.6 **No Warranty.** This GKR is provided to you “as is,” and you agree to use it at your own risk. Loqate and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this GKR, or that the GKR or server will be uninterrupted or error-free.
- 1.7 **Disclaimer of Warranty:** LOQATE AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.
- 1.8 **Disclaimer of Liability:** LOQATE AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIS INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF LOQATE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.
- 1.9 **Export Control.** You shall not export from anywhere any part of the GKR or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations, including but not limited to the laws, rules and regulations administered by the Office of Foreign Assets Control of the U.S. Department of Commerce and the Bureau of Industry and Security of the U.S. Department of Commerce. To the extent that any such export laws, rules or regulations prohibit Loqate from complying with any of its obligations hereunder to deliver or distribute GKR, such failure shall be excused and shall not constitute a breach of this Agreement.
- 1.10 **Entire Agreement.** These terms and conditions constitute the entire agreement between Loqate (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between us with respect to such subject matter.
- 1.11 **Governing Law.** The above terms and conditions shall be governed by the laws of the State of California without giving effect to (i) its conflict of law provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods, which is explicitly excluded. You agree to submit to the jurisdiction of the State of California for any and all disputes, claims and actions arising from or in connection with the GKR provided to you hereunder.
- 1.12 **Government End Users.** If the GKR is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, the GKR is a “commercial item” as that term is defined at 48 C.F.R. (“FAR”) 2.101, is licensed in accordance with these End-User Terms, and each copy of GKR delivered or otherwise furnished shall be marked and embedded as appropriate with the following “Notice of Use,” and shall be treated in accordance with such Notice.

Schedule A – Copyright Notices

The LICENSEE hereby acknowledges the following Copyright notices may apply to reference data in the GKR.

<u>Territory</u>	<u>Notice</u>
Australia	“Copyright. Based on data provided under license from PSMA Australia Limited (www.psama.com.au).”
Austria	“© Bundesamt für Eich- und Vermessungswesen”
Brazil	Points of Interest (“POIs”). “Conteúdo fornecido por MapLink”. Brazil POIs may not be used in publicly accessible, Internet-based web sites whereby consumers obtain POI data for their personal use.
Canada	Copyright Notice: “This data includes information taken with permission from Canadian authorities, including © Her Majesty, © Queen's Printer for Ontario, © Canada Post, GeoBase.” End-User Terms: The Data may include or reflect data of licensors, including Her Majesty and Canada Post. Such data is licensed on an “as is” basis. The licensors, including Her Majesty and Canada Post, make no guarantees, representations or warranties respecting such data, either express or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose. The licensors, including Her Majesty and Canada Post, shall not be liable in respect of any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from the use or possession of the data or the Data. The licensors, including Her Majesty and Canada Post, shall not be liable in any way for loss of revenues or contracts, or any other consequential loss of any kind resulting from any defect in the data or the Data. End User shall indemnify and save harmless the licensors, including Her Majesty the Queen, the Minister of Natural Resources of Canada and Canada Post, and their officers, employees and agents from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the use or possession of the data or the Data.
Croatia, Cyprus, Estonia, Latvia, Lithuania, Moldova, Poland, Slovenia and/or Ukraine	“© EuroGeographics”
France	“source: Géoroute® IGN France & BD Carto® IGN France”
Germany	“Die Grundlagendaten wurden mit Genehmigung der zuständigen Behörden entnommen” or “Die Grundlagendaten wurden mit Genehmigung der zuständigen Behörden entnommen.”
Great Britain	“Based upon Crown Copyright material.”
Greece	“Copyright Geomatics Ltd.”
Hungary	“Copyright © 2003; Top-Map Ltd.”
Italy	“La Banca Dati Italiana è stata prodotta usando quale riferimento anche cartografia numerica ed al tratto prodotta e fornita dalla Regione Toscana.”
Norway	“Copyright © 2000; Norwegian Mapping Authority”
Portugal	“Source: IgeoE – Portugal”
Spain	“Información geográfica propiedad del CNIG”
Sweden	“Based upon electronic data © National Land Survey Sweden.”
Switzerland	“Topografische Grundlage: © Bundesamt für Landestopographie.”

(2) UNISERV GMBH

- 1.1 The software material licensed by Uniserv GmbH of Rastatter Strasse 13, 75179 Pforzheim, Germany ("Uniserv"), standard software, application documentation and tables, comprises intellectual property and significant industrial know how belonging to Uniserv and/or its licensors.
- 1.2 Uniserv reserve all rights to all the Uniserv items licensed to the Client, especially the software material, test programs, documents, information and data, and in particular copyright exploitation rights and industrial property rights with the exception of those granted to the Client on the basis of a separate agreement, in accordance with the aim and object of this agreement, or in accordance with the law (especially the German Copyright Act, rights of ownership corresponding to the provisions of the law of sales contracts or the law of contracts for work and services, hiring rights).
- 1.3 The features of the due software material stem solely and exclusively from the specifications contained in the contract documents (in particular offers and acknowledgements thereof complete with enclosures). Details of contractually due features are not contained in other descriptions of our contract products, public utterances, promotional material or advertising.
- 1.4 The following applies specifically to standard software that delivers problem solutions on the basis of approximation methods (similarity algorithms):
- (a) This standard software can only deliver logically correct results within certain probabilities. Such methods also enable the assignment of information when the type of coded information used for assignment is not identical (something which is not the case with regular data processing techniques). Approximation methods are necessary to compensate for differences in the quality of data capture, various address sources, the different degree of updating and different forms of representation, incomplete data, abbreviations, etc. Approximation methods were and are developed taking into account aspects based on the quantity of normally correct decisions. In other words, when approximation methods are used, the probability of a certain quality of results being achieved depends on factors such as the parameters selected, the data structure used and the content of data. In specific applications, this may result in cases which if considered manually would be decided differently.
- (b) Differences between a possible manual assignment decision and one that is computer based do not constitute defects. The Client cannot demand that Uniserv modify the assignment algorithms based on similarities or approximation methods; altering these methods is not part of the contractually agreed features.
- (c) The standard software licensed by us is partly based on data and files provided by external suppliers. Uniserv cannot assume any liability for these data and files being flawless, complete and up-to-date. The same shall also apply to availability and the time of updating.
2. **Client's responsibilities:**
- 2.1 The Client shall always assume responsibility (unless expressly agreed otherwise) for:
- (a) The selection, installation, parameterisation and use of the standard software as well as the results achieved therewith;
- (b) Setting up and maintaining the working environment required for the standard software (hardware, programs and test data); - The documents, information and data belonging to the Client;
- (c) Measures to safeguard the Client's data and programs (back-ups).
3. **Expiry of the licence:**
- 3.1 With the exception of the cases regulated separately in the Agreement upon expiry of the Client's licence the Client shall be obliged to return the Uniserv software material along with all copies and partial copies to us in full and to delete all software saved or to make the software material including all copies thereof absolutely and irreversibly unusable (unless the Client is legally obliged to keep them for a longer period), whichever Uniserv see fit. Upon request, written assurance that this action has been carried out must be provided. Uniserv are entitled to exercise technical precautions to prevent the use of the software material in a manner contrary to the terms of this agreement.
4. **Type of use**
- 4.1 The Client may only use the standard software to process the Client's own data. The processing of third party data, especially in a data processing centre or by associated companies, is not allowed under the licence.
- 4.2 Use of the standard software for non-productive purposes, e.g. in separate test or development systems, is not included in the scope of the licence and requires additional licensing. Processing results which were obtained with non-productive licences may not be used productively.
5. **Maintenance**
- Uniserv maintain all versions of the software material licensed by us. Uniserv maintenance service exclusively comprises the following maintenance services:
- 5.1 **Update/release service** which includes:
- (a) Licensing (upon Client's request) of the latest available developed program versions of the software material covered by the maintenance agreement
- (b) Subsequent delivery (upon Client's request) of the software material upon changes within an operating system (if available).
- 5.2 New versions may remove errors contained in previous versions, modify and/or improve existing functions, and/or contain new functions. In particular, the update/release service does not contain the following:
- (a) Separately offered additional functions of the standard software;
- (b) A new development of the standard software with the same or similar functions on a different technological basis;
- (c) The licensing of versions for operating systems, databases or other middleware components from third party suppliers which are no longer maintained by the respective manufacturers.

UNITED STATES POSTAL SERVICE DATA LICENSE

This legal document is an agreement between the Client ("You") and the United States Postal Service ("USPS")

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6. TERMINATION. This license is effective for one year from date of purchase of PRODUCT. This License will terminate automatically without notice from USPS if You fail to comply with any provision of this License. Upon termination You shall destroy the written materials and all versions of the PRODUCT, including modified copies, if any.

Disclaimer of Warranty and Limited Warranty THE PRODUCT AND ACCOMPANYING WRITTEN MATERIALS (INCLUDING INSTRUCTIONS FOR USE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FURTHER, USPS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE OF THE PRODUCT OR WRITTEN MATERIALS IN TERMS OR CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHER QUALITIES. USPS warrants to the original LICENSEE that (a) the media on which the PRODUCT is recorded is free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of delivery as evidenced by a copy of the receipt. Further, USPS hereby limits the duration of any implied warranty (ies) on the PRODUCT to the respective periods stated above. Some states do not allow limitations on duration of implied warranty, so the above limitation may not apply to You.

USPS' entire liability and Your exclusive remedy shall be, at USPS option, either (a) return of the purchase price or (b) replacement of the PRODUCT that does meet USPS Limited Warranty and which is returned to USPS with a copy of the receipt. If failure of the PRODUCT has resulted from accident, abuse, or misapplication, USPS shall have no responsibility to replace the PRODUCT or refund the purchase price. Any replacement will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is greater.

7. MANUFACTURER is United States Postal Service, 475 LENFANT PLZ SW, WASHINGTON. DC 20260-6803. Should You have any questions concerning the PRODUCT or Agreement, please call their Customer Support Department at 1-800-238-3150 or make contact in writing to:

CUSTOMER CARE DEPARTMENT
NATIONAL CUSTOMER SUPPORT CENTER
UNITED STATES POSTAL SERVICE
6060 PRIMACY PKWY STE 101
MEMPHIS TN 38188-0001

Minimum Protective Terms

1. Client acknowledges that under the Agreement of which this Schedule forms an integral part (hereinafter referred to as the "Agreement"), Client has been licensed to use GBG's product, Matchcode International for Canada, as the base for developing a further enhanced value-added product (the "Enhanced Value-added Product") for the purposes of (a) sublicensing the Enhanced Value-added Product to users who shall have no further sublicensing or distribution rights, or (b) providing value-added services using the Enhanced Value-added Product that cannot be provided by Matchcode International for Canada, or both (a) and (b). Client further acknowledges that the data components of Matchcode International for Canada, or the data in the files required in order to use Matchcode International for Canada, were acquired by GBG from third parties and that, relative to those third party data suppliers, GBG is a licensee and Client is a sublicensee (hereinafter such data components or data files referred to as the "Licensed Content"). One such third party supplier is Canada Post Corporation ("Canada Post") who has granted GBG certain rights with respect to certain Canada Post Data (the "CP Licensed Data") under which GBG may include the CP Licensed Data, in whole or in part, in the Licensed Content and distribute the same to its sublicensees of the Enhanced Value-added Product subject to the sublicensee's (in this case Client's) prior agreement to the terms and conditions set out in these Minimum Protective Terms.
2. Client acknowledges that Canada Post is the owner of the copyright in the Canada Post Data. Client acknowledges that it is only licensed to use the CP Licensed Data in conjunction with Matchcode International for Canada and the Enhanced Value-added Product. Client acknowledges that it may only grant rights to third parties to use the CP Licensed Product in conjunction with the Enhanced Value-added Product. Without limiting the generality of the preceding sentence, Client has no right to distribute any CP Licensed Data on a stand-alone basis or for the purposes of use with any product other than the Enhanced Value-added Product.
3. Client acknowledges, and agrees to provide notice to parties to whom it distributes the Enhanced Value-added Product, that the damages that Canada Post may incur as a result of parties using out-of-date data for mail preparation include costs that Canada Post will incur in processing and delivering that mail. Such costs include, but are not limited to, the costs incurred by Canada Post
 - (i) for the manual readdressing and resorting of mail that was diverted from the normal automated mail processing stream because it was addressed with an invalid address, or the Postal CodeOM element of the address was invalid, or
 - (ii) if the mail was delivered to the wrong address as a result of having been addressed with an invalid address, or as a result of the Postal CodeOM element of the address being invalid, the cost of the original sorting, processing and delivery of the mail as well as the extra costs incurred for the manual readdressing and resorting of the mail. (Postal Code is an official mark of Canada Post.)
4. In order to reduce the risk of Canada Post suffering damages as a result of out-of-date data being used for mail preparation and given that CP Licensed Data will be distributed as a component of the Licensed Content, Client agrees
 - (a) not to distribute the Licensed Content until after Client has put in place safeguards to reduce the risk of "data scraping" or "bulk downloads of data"; Client agrees to keep abreast of developments in technology and to update the safeguards in place to further reduce such risks as improved technology becomes available from time to time, and
 - (b) to ensure that the parties to whom the CP Licensed Data is distributed, whether as a component of the Enhanced Value-added Product or as a, or component of a, data file, to be used in conjunction with an Enhanced Value-added Product, are informed that the same is not to be used for mail preparation purposes and that this prohibition applies, without limitation, to each of the following:
 - (i) addressing mail;
 - (ii) presorting addressed mail;
 - (iii) preparing unaddressed mail by householder count for delivery.
5. Client also acknowledges that if it develops any product that uses data for which the original source of that data is Canada Post, which product is intended to be used for any of the purposes listed in clause 4(b)(i), (ii) or (iii), Client has no right to use or distribute such a product or to offer any services in relation to such a product unless Client has a then current right to do so under a written agreement signed by both Client and Canada Post.
6. Client agrees to include
 - (a) in the hard copy or electronic copy of the license agreements, which Client represents will accompany all copies of the Enhanced Value-added Product and of the Licensed Content distributed by Client that contain CP Licensed Data, and
 - (b) on the start-up screen of the Enhanced Value-added Product and in the terms and conditions of use posted on any website by which a user may access the Enhanced Value-added Product, a notice stating that the Enhanced Value-added Product contains data copied under license from Canada Post Corporation and indicating the date of the Canada Post Corporation data file (or the date of the earliest Canada Post Corporation data file, if more than one) from which the data was copied. Where the language of the Client product or service is French, Client shall use the French version of the pro forma notice that is set out further on below, but if the product or service is in a language other than English or French, Client shall include the equivalent notice but in the relevant language. Each such notice shall be tailored with the appropriate information by replacing the "[Insert...]" / « [Indiquez...] » « [Insérez...] » instructions with the information contemplated:

"This [Insert appropriate reference to medium, i.e. diskette, tape, etc.] contains data copied under license from Canada Post Corporation. The Canada Post Corporation file from which this data was copied is dated [Insert date]."

French version of the pro forma notice "[Indiquez le support approprié, c'est-à-dire « Cette disquette », « Cette bande magnétique », etc.] contient des données qui ont été reproduites avec l'autorisation de la Société canadienne des postes. Le fichier de la Société canadienne des postes d'où proviennent ces données est daté du [Insérez la date]."
7. Client acknowledges that the CP Licensed Data is licensed to Client on an "as is" basis and that Canada Post makes no guarantees, representations or warranties respecting the CP Licensed Data, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose. Client will include a provision in its terms of use requiring a user of the CP Licensed Data to acknowledge that the CP Licensed Data is licensed on an "as is" basis and that Canada Post makes no guarantees, representations or warranties respecting the CP Licensed Data, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.
8. Neither GBG nor Canada Post shall be liable in respect of any claims whatsoever alleging any loss, injury or damages, direct or indirect, which may result from Client's, or any of its user's, possession or use of the CP Licensed Data. Neither the GBG nor Canada Post shall be liable in any way for loss of revenue or contracts, or any other consequential loss of any kind resulting from any defect in the CP Licensed Data.
9. Client shall indemnify Canada Post and its officers, employees and agents from all claims whatsoever alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of Client's possession or use of the Licensed Content. Client will include a provision in its terms of use requiring a user of the CP Licensed Data to indemnify Canada Post and its officers, employees and agents from all claims whatsoever alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of such user's possession or use of the CP Licensed Data.

1 Definitions

The following definitions apply to this Appendix. Any term not defined herein shall have the definition ascribed to it in the Agreement, unless the context indicates otherwise.

“**Service Materials**” means any and all works of authorship and materials developed, written or prepared by GBG, in relation to the Professional Services (whether individually, collectively or jointly with the Client and on whatever media) which it is required to deliver to the Client pursuant to the Professional Services, including, without limitation, any and all reports, studies, data, diagrams, charts, specifications and all drafts thereof and working papers relating thereto, but excluding ordinary correspondence passing between the Parties.

2 Professional Services

2.1 GBG hereby agrees to provide the Professional Services to the Client in consideration of the fees and charges set out in the Order Form (“Charges”) and upon these terms and conditions.

2.2 Nothing in this Agreement shall operate to prevent GBG from engaging in other professional, consultancy or project management activities.

2.3 The Client hereby authorises GBG and its sub-contractors to have such access to the Client’s premises, computers and IT systems and other facilities as is necessary in order to perform the Professional Services.

3 GBG’s Responsibilities

3.1 GBG warrants to the Client that the Professional Services:

- (a) will be provided in a timely and professional manner and GBG shall use reasonable endeavours to provide the same in accordance with any Timetable (as defined in 6.1 below);
- (b) will conform to the standards generally observed in the industry for similar services and will be provided with reasonable skill and care.

3.2 GBG shall be fully entitled to use in any way it deems fit any skills, techniques, concepts or know-how acquired, developed or used in the course of performing the Professional Services and any improvements to its existing products and/or services made or developed during the course of the Professional Services, subject to the obligations of confidentiality detailed in the Agreement.

4 The Client’s Obligations

4.1 The Client shall:

- (a) make available to GBG such office and support services as may be necessary for the work under this Agreement;
- (b) ensure that its employees co-operate with our reasonable requests in relation to the provision of the Professional Services; and
- (c) promptly furnish GBG with such information and documents as it may reasonably request for the proper performance of the Professional Services.

5 Expenses

5.1 The Charges are exclusive of the travel, accommodation and subsistence expenses incurred by the GBG and its sub-contractors in attending the Client’s premises to perform Professional Services and such expenses shall be invoiced separately by GBG and shall be paid by the Client within 30 days of receipt of an invoice. Where the Client cancels or rearranges a scheduled meeting GBG reserves the right to charge the Client for all accommodation and travel expenses that have been incurred by GBG.

6 Timetable and Delays

6.1 Time of performance of the Professional Services is not of the essence. Where a timetable is agreed and appended to this Agreement (the “Timetable”), GBG undertakes to use reasonable endeavours to complete each element of the Professional Services by the date specified in the Timetable.

6.2 If GBG is prevented or delayed from performing any of the Professional Services for any reason which is not directly attributable to its acts or omissions then, notwithstanding anything else contained in this Agreement:

- (a) if as a result any element of the Service Materials or any other deliverable is not completed by the date specified in the Timetable (where one is agreed) (or by any extended date agreed between the Parties) then any part payment of the Charges due to be paid on the completion of that element (if any) shall be paid on the scheduled date for such completion (taking into account any extension of time agreed between the Parties) as distinct from the actual date of completion;
- (b) the Client shall pay to GBG a reasonable sum in respect of any additional time spent and materials and computer time incurred as a result of any such prevention or delay; and
- (c) the Client shall pay to GBG all other reasonable costs, charges, expenses and losses sustained or incurred by GBG as a result of such prevention or delay.

6.3 The Client shall pay to GBG a reasonable sum in respect of any additional time spent and materials and computer time incurred in connection with the provision to GBG of any inaccurate, incorrect or inadequate information or data by the Client or on its behalf.

6.4 GBG shall notify the Client in writing without undue delay of any claim which it may have under paragraph 6.2 or 6.3 giving such particulars thereof as it is then able to provide.

7 Alterations

7.1 If at any time the Client requires GBG to alter all or any part of the Service Materials, the Professional Services and/or any other deliverable under the Professional Services then it shall provide GBG with full written particulars of such alterations and with such further information as GBG may reasonably require. GBG may suggest alterations to the Client at any time which the Client may then use as the basis for a request under this provision.

7.2 GBG shall then submit to the Client as soon as reasonably practicable a written estimate for such alterations specifying what changes (if any) will be required to the Charges hereunder and the Timetable (if applicable) and what adjustments will be required to the Service Materials (if applicable).

7.3 Upon receipt of such estimate the Client may elect either:

- (a) to accept such estimate in which case this Agreement shall be amended in accordance therewith;
- (b) to withdraw the proposed alterations in which case the Professional Services shall continue in force unchanged.

7.4 GBG shall be entitled to charge a reasonable fee to the Client for considering such alterations and preparing the said estimate and if the Client’s request for such alterations is subsequently withdrawn but results in a delay in the performance of any of the Services then GBG shall not be liable for such delay and shall be entitled to an extension of time for performing its obligations equal to the period of the delay.

7.5 GBG shall not be obliged to make any alterations to the Service Materials save in accordance with the aforesaid procedure.