

## **Terms & Conditions (Licence)**

These Terms & Conditions and attached Annex1 ("Licence", "Contract" or "Terms & Conditions") are a legal agreement between You ("Licensee" or "You") and the owner of the service or site that you order through, MAP LOGIC LIMITED (Company No: 6722535), LIST LOGIC LIMITED (Company No: 6722571) and or INFOLOGIC (a Partnership) whose registered offices are at Norton House, 34 New Street, Chipping Norton, Oxfordshire, OX7 5LJ ("Licensor" "Us" or "We") for the product and or service ("Product"), including computer software, applications, APIs, web sites, web services, as well as the data supplied with it, and any online documentation.

### **1. GRANT AND SCOPE OF LICENCE**

- 1.1 In consideration of payment by you of the agreed licence fee and you agreeing to abide by the Terms & Conditions, the Licensor hereby grants to you a non-exclusive, non-transferable licence to retain and use the Product only for the duration of the Contract period (12 month minimum rolling contract period unless otherwise agreed in writing) (Licence Period).
- 1.2 During the Licence Period, you may download, and use the Product for your internal business purposes only by a predetermined number of users only (as agreed between the parties).
- 1.3 The Licence Period will automatically roll into a new 12 month minimum licence period unless we have written (email will be accepted) instruction from you. Said instruction may be sent to us by you at any point during the live licence period and state that you do not wish to roll the licence into a new 12 month minimum Licence Period once the live period ends (or words to that effect).

### **2. LICENSEE'S UNDERTAKINGS AND WARRANTY**

- 2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:
  - (a) not to copy the Product except where such copying is incidental to normal use of the Product, or where it is necessary for the purpose of back-up or operational security;
  - (b) not to rent, lease, sub-license, show, display, give, loan, translate, merge, adapt, vary or modify the Product;
  - (c) to use all reasonable endeavours to supervise and control use of the Product and ensure that the Product is used by your employees and legal representatives only (unless otherwise agreed) in accordance with the terms of this Licence;

- (d) to include the copyright notice of the Licensor on all entire and partial copies you make of the Product on any medium;
- (e) not to provide or otherwise make available the Product in whole or in part, in any form to any person other than your employees without prior written consent from the Licensor;
- (f) not to use, store or otherwise allow or disseminate any of the Product (or any derivative including lists or hard copy) beyond the expiry of the Licence Period and to confirm in writing that the Product (and any derivative including lists or hard copy) has been deleted entirely prior to the end of the Licence Period.
- (g) to pay on demand the requisite licence fees including the initial 12 month period and then additional Licence Periods, including but not limited to instances where you have failed to terminate the licence prior to the previous 12 month period lapsing and automatically rolling over into a new 12 month minimal Licence Period.
- (h) not to transfer or store the Product in a country or territory outside the EU, Iceland, Liechtenstein, Andorra, Argentina, Canada, United States, Faroe Islands, Guernsey, Isle of Man, Israel, Jersey, New Zealand, Switzerland, Uruguay or Norway, unless that country, state or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data; for the avoidance of doubt, unless expressly agreed by us, a licence holder end user from outside these named territories or states or the EU may be a licensee however the storage device serving the Data to end users must be physically based in the EU or one of the above names territories, countries or states.

### **3. INTELLECTUAL PROPERTY RIGHTS**

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

### **4. WARRANTY**

- 4.1 Providing Licensor updates are applied by the Licensee throughout the Licence Period (as offered by the Licensor to the Licensee from time to time), the Licensor warrants that for the entire Contract period remaining from the date of payment (**Warranty Period**) the Product will, when properly used, perform substantially in accordance with the product description provided to you.

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

## **5. LICENSOR'S LIABILITY**

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

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

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

## **6. TERMINATION**

- 6.1 Either party may terminate this Licence immediately by written notice to the other party if:
- (a) The other party commits a material or persistent breach of this Licence which it fails to remedy (if remediable) within 14 days after the service of written notice requiring it to do so; or
  - (b) a petition for a bankruptcy order to be made against the other party has been presented to the court; or
  - (c) the other party (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986).
- 6.2 Upon termination:
- (a) all rights granted to each party under this Licence shall cease;
  - (b) each party must cease all activities authorised by this Licence;
  - (c) upon termination of this Licence by the Licensee, the Licensee must immediately pay to the Licensor any sums due to the Licensor under this Licence;
  - (d) the Licensee must use all reasonable endeavours to immediately delete or remove the Product from its possession, and immediately destroy or return to the Licensor

(at the Licensor's option) all copies of the Product in part and in full including components of the Product then in its possession, custody or control and, in the case of destruction, certify to the Licensor that it has done so.

## **7. TRANSFER OF RIGHTS AND OBLIGATIONS**

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

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

## **8. EVENTS OUTSIDE OUR CONTROL**

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

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

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks;
- (f) the acts, decrees, legislation, regulations or restrictions of any government;
- (g) the non performance or acts or non acts of any partners or suppliers.

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

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

## **9. WAIVER**

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

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

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

## **10. SEVERABILITY**

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

## **11. ENTIRE AGREEMENT**

11.1 This Licence and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Product and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

11.2 We each acknowledge that, in entering into this Licence, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into this Licence except as expressly stated in this Licence.

11.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into this Licence (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## **12. LAW AND JURISDICTION**

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

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

### **ANNEX 1:**

## **SPECIFIC ROYAL MAIL LICENCE TERMS FOR USERS OF PAF® DATA PRODUCTS**

### **1. LICENSEE'S PERMITTED USE OF PAF® DATA**

Licensee may freely use PAF® Data for internal business purposes in accordance with these End User Terms.

### **2. CONDITIONS OF USE**

- a) Licensee must not make copies of PAF® Data except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.
- b) Licensee may use PAF® Data for Data Extraction but Extracted Data:
  - i) may only be accessed by Licensee, and
  - ii) must not be supplied or any access to it provided to any third party.
- c) Licensee must not permit access to, display or communicate to the public any PAF® Data, except for the purposes of capturing or confirming address details of third parties
- d) Except as set out in these End User Terms, Licensee must not:
  - i) transfer, assign, sell or licence PAF® Data or their use to any other person,
  - ii) use PAF® Data to create a product or service distributed or sold to any third party which relies on any use of PAF® Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or
  - iii) copy, reproduce, extract, reutilise or publish PAF® Data or any of them.

### **3. SUBCONTRACTING**

Licensee may provide PAF® Data to their subcontractors who may use it to the extent necessary for:

- a) the provision of information technology services to the Licensee, or
- b) acting on behalf of the Licensee

in each case for the Licensee 's own business purposes and not those of the sub-contractor and provided that each such sub-contractor agrees to observe the restrictions on use of PAF® Data contained in these End User Terms and that the Licensee is responsible for any breaches of those terms by such sub-contractor.

#### **4. PERSONAL RIGHTS**

Licensee rights are personal, limited and non-transferable.

#### **5. ROYAL MAIL'S IPR NOTICE**

The Licensee acknowledges that Royal Mail is the owner of the intellectual property rights in PAF® Data and the PAF® brand and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in these End User Terms.

#### **6. CESSATION OF USE OF PAF® DATA**

Licensee must cease use of PAF® Data if their right to use PAF® Data is terminated and also destroy any copies of PAF® Data they hold.

#### **7. PAF® USE BY USERS**

Licensee must ensure that:

- a) these End User Terms bind their Users,
- b) only their Users exercise the use rights of PAF® Data granted to Licensee further to these End User Terms, and
- c) in the event of termination or expiry of Licensee's rights to use PAF® Data, the rights of Users to use them also terminate.