

## Web Services Agreement

### GENERAL TERMS AND CONDITIONS

These General Terms shall apply to all use of Service. Additional Terms may also apply depending on the specific Service purchased from GBG|Loqate. The Additional Terms are attached to this Agreement as appendices and shall form part of the Agreement where selected.

#### 1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms the following definitions shall apply:

“**Additional Terms**” means the special terms and conditions relating to particular aspects or features of the Service as set out in the appendices to this Agreement which will apply if the Client has selected that aspect of the Service on the Commercial Terms Schedule.

“**Agreement**” means the Additional Terms, these General Terms, and the relevant Commercial Terms Schedule, which in the case of conflict rank in the order of precedence set out above.

“**Business Day**” means Monday to Friday (excluding federal holidays in US).

“**Charges**” means the charges set out in the Commercial Terms Schedule during the Initial Period, and thereafter shall mean GBG|Loqate’s standard pricing.

“**Client**” means the organisation, firm, company or public authority named on the Commercial Terms Schedule that receives the Service provided by GBG|Loqate.

“**Client Information**” means data and any other materials provided or otherwise made available to GBG|Loqate by or on behalf of the Client.

“**Commercial Terms Schedule**” means the commercial terms schedule annexed to or relating to this Agreement as accepted by the Parties.

“**Confidential Information**” means any information relating to the business of the disclosing Party which is not publicly available including, but not limited to, (i) Client Information, information regarding the business, affairs, customers, clients, suppliers, operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing Party; (ii) any information, findings, data or analysis derived from Confidential Information including the Output Material; (iii) the existence and terms of this Agreement; and (iv) any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing Party.

“**Contract Start Date**” means the date specified as the contract start date on the Commercial Terms Schedule.

“**Data**” means the data that is provided by GBG|Loqate or its third party licensors as part of the provision of the Service. Any additional terms relating to the use of the Data will be detailed within the applicable Additional Terms.

“**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 (other than a Party’s own); 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 or terrorist attack; malicious damage (including without limitation the acts of hackers); epidemic; compliance with any law or governmental order, rule, regulation or direction; and/or default, non-performance or late performance of suppliers or sub-contractors.

“**GBG|Loqate**” means GBG|Loqate, Inc. Of 999 Baker Way, Ste. 320 San Mateo, CA 94404-1566 including its authorised sub-contractors and agents.

“**Group Company**” means in relation to a Party, that Party, any subsidiary or holding company from time to time of the Party and any subsidiary from time to time of a holding company of that Party.

“**Helpdesk**” means the helpdesk facility provided by GBG|Loqate to handle enquiries and administration for the Service.

“**Initial Period**” means the period specified on the Commercial Terms Schedule starting on the Contract Start Date.

“**Intellectual Property Rights**” means (i) patents, rights to inventions, rights in designs, trademarks and trade names, copyright and related rights, rights in goodwill, database rights and know-how, 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 recognized in the future; and (iii) all applications, extensions and renewals to any such rights.

“**Output Material**” means all information and Data provided to a Client by GBG|Loqate including the results of any enquiry or search, reports, certificates or management information relating to the Client’s use of the Service.

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

“**Permitted User**” means anyone who has been given access to the Service by the Client in accordance with the terms of this Agreement.

“**Personal Data**” means data which relates to a living individual who can be identified (i) from that data, or (ii) from that data and other information which is in the possession of, or is likely to come into the possession of, the data controller and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

“**Prepayments**” means the prepayments of the Charges to be made by the Client as indicated on the Commercial Terms Schedule.

“**Professional Services**” means the professional services as indicated on the Commercial Terms Schedule and provided in accordance with the terms of Schedule 1.

“**Renewal Period**” means each period of 12 months commencing on the expiry of the Initial Period and each anniversary thereafter.

“**Service**” means the GBG|Loqate service, the Standard Support Services and the Professional Services, as detailed in the Commercial Terms Schedule together with any other ancillary services provided by GBG|Loqate to the Client pursuant to this Agreement.

“**Standard Support Services**” means the standard support services as indicated on the Order Form and provided in accordance with the terms of Schedule 1

“**System Administrator**” means the individual(s) named as such on the Commercial Terms Schedule or their replacement(s) as notified to GBG|Loqate by the Client who will be familiar with the use of the Service and be the first point of contact for all Permitted Users of the Service.

“**User Profile**” means the specific configuration of the Service created for the Client as detailed on the Commercial Terms Schedule.

- 1.2 The headings in this Agreement do not affect its interpretation.
- 1.3 References to clauses, sections and appendices are to clauses, sections and appendices of this Agreement.
- 1.4 Words in the singular include the plural and vice versa.
- 1.5 A reference to “writing” or “written” does not include electronic mail or facsimiles.

#### 2. TERM OF THE AGREEMENT

2.1 This Agreement will start on the Contract Start Date and will continue for the Initial Period and shall automatically renew for further Renewal

Periods unless terminated earlier in accordance with clause 7.3 or clause 11 of these General Terms.

### **3. PROVISION OF THE SERVICE**

- 3.1 GBG|Loqate will provide the Client with the Service detailed in the Commercial Terms Schedule in accordance with the terms set out in this Agreement.
- 3.2 GBG|Loqate will use reasonable endeavours to provide the Service in accordance with any timetable agreed with the Client. However, the Client acknowledges and accepts that any dates given by GBG|Loqate are estimates only and that delivery of the Service will be dependent upon the Client's timely cooperation with GBG|Loqate as well as other factors outside of GBG|Loqate's reasonable control.
- 3.3 Subject to the terms of this Agreement and during the Term, GBG|Loqate hereby grants to the Client a non-exclusive, non-transferable revocable licence to use the Service and Output Material 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 Data as updated from time to time by GBG|Loqate and notified to the Client.
- 3.4 The supply of certain elements of Data provided under license to GBG|Loqate 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 in the Additional Terms.
- 3.5 The Client shall be responsible for:
  - (a) ensuring that it has a minimum of one System Administrator who is familiar with the use of the Service and can act as the first point of contact for all Permitted Users of the Service;
  - (b) informing GBG|Loqate of any changes to the Client's System Administrator's contact details without undue delay;
  - (c) providing the telecommunications and network services and correctly configured hardware and other equipment needed to connect to the Service; and
  - (d) the configuration and management of access to the Service including configuration of the Client's network, firewall, DNS, routers, personal computers and User Profile.
- 3.6 Where the Client has purchased Professional Services from GBG|Loqate, GBG|Loqate will provide its standard training and Professional Services, at a mutually agreeable place and time, to key technical and sales personnel of the Client. For the avoidance of doubt, GBG|Loqate shall be entitled to be paid (or reimbursed) for pre-approved travel and other expenses incurred or associated with such training by those of its staff or agents who are involved in the provision of such training.

### **4. USE OF THE SERVICE**

- 4.1 The Client shall comply with these General Terms and all relevant Additional Terms to this Agreement.
- 4.2 Except as is expressly permitted by the terms of this Agreement, the Client shall not:
  - (a) use any of the Data to create its own products or services containing any of the Data to provide or offer to any third party;
  - (b) copy or reproduce, extract, publish or reutilise the whole or any part of the Data;
  - (c) transfer, sell, let, license, lend, disseminate or in any way part with possession of the whole or any part of the Data to any third party; or
  - (d) use the Data in breach of any third party licence terms.

- 4.3 The Client is not authorised to sub-license the Data or any data derived by reference to or comparison with the Data. The Client shall not use the 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|Loqate.
- 4.4 The Client must ensure that any software, equipment and materials which are used with the Service:
  - (a) are connected and used in accordance with any instructions and security procedures specified by GBG|Loqate or other relevant third party licensor;
  - (b) are technically compatible with the Service and meet the minimum technical specifications detailed on the Commercial Terms Schedule.
- 4.5 The Client shall only access the Service as permitted by GBG|Loqate and shall not attempt at any time to circumvent system security or access the source software or compiled code.
- 4.6 The Service is provided solely for the Client's own internal use. The Client must not resell or attempt to resell the Service (or any part or facility of it, including the Output Material) to any third party without first entering into an appropriate agreement signed by an authorised representative of GBG|Loqate.
- 4.7 The Client shall be responsible for the creation, maintenance and design of all Client Information.
- 4.8 The Client must inform GBG|Loqate, without undue delay, of any changes to the information which the Client supplied within the Commercial Terms Schedule, including any changes in the details relating to its use of the Data.
- 4.9 The Service is protected by Intellectual Property Rights. The Client must not or permit anyone else to copy, store, adapt, modify, transmit or distribute the Service except to Permitted Users.
- 4.10 The Client warrants that it shall comply with all applicable legislation, instructions and guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Client and its use of the Service including those which relate to the provision of Client Information.
- 4.11 The Client is responsible for the acts and omissions of all Permitted Users of the Service and is liable for any failure by a Permitted User to perform or observe the terms and conditions of this Agreement including without limitation to the provisions set out in the Additional Terms and any instructions issued under clauses 4.4.
- 4.12 If the Client uses the Service in contravention of this clause 4 then GBG|Loqate shall be entitled to treat the contravention as a material breach of this Agreement which cannot be remedied for the purposes of paragraph 11.3(c)(b).
- 4.13 The Client acknowledges and accepts that any suggestions and/or feedback that it provides to GBG|Loqate regarding the functioning, features, and other characteristics of the Service, Documentation, or other materials or services provided or made available by GBG|Loqate under this Agreement may be used by GBG|Loqate to update and improve the Service.

### **5. SECURITY**

- 5.1 The Client is responsible for the security and proper use of all user identities ("User IDs") and passwords used in connection with the Service (including changing passwords on a regular basis). The Client shall take all necessary steps to ensure that User IDs are kept confidential, secure, are used properly and are not disclosed to any unauthorised parties. For the avoidance of doubt, the Client will be responsible for all Charges for the Service where the User ID has been used to access the Service.

- 5.2 The Client must immediately inform GBG|Loqate if there is any reason to believe that a User ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 5.3 GBG|Loqate reserves the right to suspend User ID and password access to the Service if at any time GBG|Loqate reasonably considers that there is or is likely to be a breach of security or misuse of the Service and/or to require the Client to change any or all of the passwords used by the Client in connection with the Service.

## 6. CHARGES AND PAYMENT

- 6.1 The Client shall pay all Charges due under this Agreement within 30 days of the date of the invoice. The due date for all invoices issued by GBG|Loqate shall be 30 days from the date of the invoices.
- 6.2 If specified in the Commercial Terms Schedule that the Client is to pay the Charges and Prepayments in advance or by direct debit then such payments shall be made on or before the date specified in the Commercial Terms Schedule.
- 6.3 All Prepayments must be used within a period of 12 months from the date of payment. The Charges shall be invoiced and paid in US Dollars unless otherwise agreed in the Commercial Terms Schedule. GBG|Loqate shall (where applicable) add any applicable tax to each invoice.
- 6.4 If the Client fails to pay any part of the Charges when due, it shall be liable to GBG|Loqate to pay interest on such part of the fees from the due date for payment at the annual rate of 8% or the maximum rate allowed by applicable law whichever is the lower, accruing at a daily rate until payment is made in full.
- 6.5 The Client shall make all payments due under this Agreement without any deduction whether by set-off, counterclaim, discount, abatement or otherwise.
- 6.6 If the Client breaches any term of this Agreement and the Client has received preferential pricing or payment terms under this Agreement, any preferential pricing or payment terms shall cease to apply immediately upon GBG|Loqate's notice to the Client. At GBG|Loqate's sole discretion, if the Client's breach is capable of remedy, GBG|Loqate may specify in the notice a time period within which the Client must remedy the breach to avoid the cessation of the preferential pricing or payment terms. In the event that any preferential pricing or payment terms cease to apply pursuant to this clause 6.6, GBG|Loqate's standard pricing and payment terms will apply in respect of the Client's continued use of the Service and use throughout the entirety of the Initial Period and any Renewal Period (including the Client's use of the Service prior to such cessation) and the Client shall account to GBG|Loqate immediately upon written demand for any shortfall in the Charges paid by the Client.
- 6.7 If the Client has received preferential pricing or payment terms under this Agreement or if the standard pricing or payment terms that applied on the Contract Start Date have changed during the Initial Period then unless otherwise expressly agreed in writing between the Parties, GBG|Loqate's standard pricing and payment terms will prevail in respect of the Client's continued use of the Service after the Initial Period.
- 6.8 After the expiry of the Initial Period GBG|Loqate shall be entitled to increase the Charges by giving the Client not less than 30 days' notice of the change. For the avoidance of doubt, GBG|Loqate will not revise the Charges before the end of the Initial Period.
- 6.9 The Client acknowledges that the Client may be subject to GBG|Loqate's credit vetting procedures and that GBG|Loqate may, at any time, require the Client to pay a deposit or provide a guarantee as security for payment of future bills.

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Client acknowledges that all Intellectual Property Rights the Service and the Output Material belong to and shall continue to belong to GBG|Loqate and/or GBG|Loqate's third party suppliers. GBG|Loqate grants a non-transferable licence to the Client to use the Service and Output Material in accordance with the terms of this Agreement.
- 7.2 GBG|Loqate acknowledges all Intellectual Property Rights in the Client Information belongs and shall continue to belong to the Client. The Client grants to GBG|Loqate a non-transferable, non-exclusive, royalty free licence to use, disclose and copy the Customer Information to enable GBG|Loqate to provide the Service and carry out its obligations under this Agreement.
- 7.3 If any third party makes or threatens to make a claim against GBG|Loqate, the Client or one of GBG|Loqate's third party suppliers that the use of the Service and/or Output Material or part thereof infringes any third party's Intellectual Property Rights, GBG|Loqate shall be entitled to do one or more of the following:-
- suspend any part of the Service that is subject to the infringement claim made by the third party;
  - modify the Service, or item provided as part of the Service, so as to avoid any alleged infringement, provided that the modification does not materially affect the performance of the Service;
  - terminate the Agreement upon written notice to the Client and provide a refund to the Client of any Prepayment made by the Client which at the date of termination has not been and will not be credited against Charges due to GBG|Loqate.
- 7.4 GBG|Loqate 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 the Client's use of the Service and/or Output Material in accordance with the terms of this Agreement infringes that third party's Intellectual Property Rights (a "Claim"), provided that the Client:
- notifies GBG|Loqate promptly in writing of any Claim;
  - makes no admission or compromise relating to the Claim or otherwise prejudice GBG|Loqate's defence of such Claim; and
  - allows GBG|Loqate to conduct all negotiations and proceedings in relation to the Claim; and
  - gives GBG|Loqate all reasonable assistance in doing so and GBG|Loqate will pay the Client's reasonable expenses for such assistance.
- 7.5 The indemnity in clause 7.4 does not apply to any Claim arising as a result of the use of the Service in conjunction with software, materials, equipment and/or services which GBG|Loqate have not supplied pursuant to this Agreement or to Claims caused by designs or specifications made by the Client, or on the Client's behalf.
- 7.6 The Client warrants that:
- it will not use or exploit the Intellectual Property Rights in the Service or Output Material or permit others to use or exploit the Intellectual Property Rights in the Service or Output Material outside of the terms of the licence granted to the Client in clause 4 of this Agreement;
  - all computers and/or IT systems which GBG|Loqate are required to use, access or modify as part of the Professional Services are legally licensed to the Client or are the Client's property and that such activities by GBG|Loqate will not infringe the rights of any third party;
  - the use of the Service in conjunction with any software, equipment, materials and/or services (which are not supplied by GBG|Loqate) will not infringe the rights of any third party;
  - GBG|Loqate's compliance with any designs or specifications provided by the Client, or on the Client's behalf will not infringe the rights of any third party.

## 8. CONFIDENTIALITY AND PUBLICITY

- 8.1 Each Party undertakes that it shall not at any time disclose the other Party's Confidential Information to any third party except as permitted by clauses 8.3, 8.4 and 8.5 or to the extent necessary for the proper performance of this Agreement.
- 8.2 Each Party warrants to the other that it shall apply the same security measures and degree of care to Confidential Information disclosed to it as it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own Confidential Information.
- 8.3 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 8.4 Each Party may disclose the other Party's Confidential Information:
- to its or its Group Companies' employees, officers, representatives, advisers and third party suppliers who need to know such information to perform its obligations under this Agreement. Each Party shall ensure that its and its Group Companies' employees, officers, representatives, advisers and third party suppliers to whom it discloses the other Party's confidential information comply with this clause 8; and
  - as may be required by law, court order or any governmental or regulatory authority;
- 8.5 For the purposes of clause 8.1, Confidential Information shall not include information which:
- is or becomes generally available to the public (other than through a breach of this Agreement);
  - is lawfully in the possession of the other Party before the disclosure under this Agreement took place;
  - is obtained from a third party who is free to disclose it; or
  - the Parties agree in writing is not confidential or may be disclosed.
- 8.6 Notwithstanding the terms of this clause 8, once the Commercial Terms Schedule has been signed by both Parties, GBG|Loqate may issue a press release (or if GBG|Loqate wishes, another form of public communication) relating to the Parties' entry into this Agreement.

## 9. DATA PROTECTION

- 9.1 The Parties acknowledge and accept that GBG|Loqate will not supply the Client with any Personal Data as part of the provision of the Service.
- 9.2 In the event that the Client combines the Data with its own data and as a consequence of such action the Data become Personal Data the Client warrants to GBG|Loqate that it shall comply with all applicable data protection laws and regulations in relation to such Data.

## 10. LIABILITY

- 10.1 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.
- 10.2 Neither Party excludes or limits its liability in respect of clauses 7 (Intellectual Property Rights), 8 (Confidentiality) and 9 (Data Protection) of this Agreement.
- 10.3 Subject to clauses 10.1 and 10.2, each Party's aggregate 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, shall be limited to either the Charges payable in the 12 month period preceding the breach or \$5,000, whichever is the greater.
- 10.4 Subject to clauses 10.1 and 10.2, neither Party shall be liable for loss of profits, business or anticipated savings, loss or destruction of data, loss of use of data, loss of reputation, loss of goodwill, any special, indirect or consequential loss or damage.

- 10.5 Due to GBG|Loqate's reliance on third party data suppliers, and telecommunication services, over which GBG|Loqate has no direct control, GBG|Loqate cannot warrant:

- the accuracy, suitability for purpose/requirements and/or uninterrupted availability of the Service or Output Material;
- that the use of the Service and/or the Output Material will meet the Client's business requirements and the Client accepts that the Service was not designed or produced to its individual requirements and that it was responsible for its selection.

Consequently, the Client agrees that except as expressly set out in this Agreement, all warranties, conditions and other terms relating to the Service and this Agreement whether express or implied by law, custom or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.

- 10.6 The Parties acknowledge that damages alone may not be an adequate remedy for a breach by the other Party of clauses 4 (Use of the Service) 7 (Intellectual Property Rights), 8 (Confidentiality) and 9 (Data Protection) of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the injured Party shall be entitled to seek specific performance and/or injunctive or other equitable relief.

## 11. SUSPENSION AND TERMINATION

- 11.1 GBG|Loqate may suspend all or part of the Service immediately and without notice in the event that the Client breaches or GBG|Loqate acting reasonably suspects that the Client has committed a material breach of any term of this Agreement.
- 11.2 Either Party may terminate this Agreement by giving at least 90 days' prior written notice to the other of such termination to take effect on the expiry of the Initial Period or on the expiry of a Renewal Period.
- 11.3 Either Party may terminate this Agreement (or, if GBG|Loqate wish, part of it) on immediate notice in writing to the other if any of the following applies:
- the other Party commits a material or persistent breach of this Agreement, which is capable of remedy, and it fails to remedy the breach within 10 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;
  - the other Party commits a material or persistent breach of this Agreement which cannot be remedied;
  - 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) 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);
  - the other Party ceases or threatens to cease carrying on business or is or becomes unable to pay its debts;
  - 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;
  - an order is made for the bankruptcy or winding-up of the other Party or a resolution for its winding up is passed;
  - a notice of intention to appoint an administrator is filed with the court or served on any creditor of the other Party;
  - an application for an administration order is issued at court in respect of the other Party;
  - 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; or

- (j) any event analogous to any of clauses 11.3 (c) to (i) above occurs in any jurisdiction.
- 11.4 When this Agreement terminates the Client will:
- (a) cease using the Service or in the case where access to a specific part of the Service has been terminated cease to use the specified part of the Service; and
  - (b) promptly pay any outstanding and unpaid Charges due for the Service whether the invoice was submitted before or after the termination of this Agreement.
- 11.5 When this Agreement terminates the Parties will return or destroy (at the option and request of the disclosing Party) any Confidential Information belonging to the other Party in its possession or control.
- 11.6 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.
- 11.7 If GBG|Loqate terminates this Agreement during the Initial Period following a breach of this Agreement by the Client under clause 11.4 the Client agrees to pay GBG|Loqate the Charges due, if any, for the remaining part of the Initial Period.

## 12. AUDIT RIGHTS

- 12.1 GBG|Loqate is required by its third party data suppliers and regulatory bodies to include a right of audit in all of its Client Agreements. The following provisions of this clause 12 are to give effect to that requirement.
- 12.2 Upon reasonable prior written notice to the Client and upon reasonable grounds, GBG|Loqate shall be entitled to conduct an on-site audit or to appoint a third party auditor to conduct an on-site audit of the Client's premises used in connection with the Service for the purposes of investigating the Client's compliance with its obligations under this Agreement.
- 12.3 Audits shall not be carried out on more than one occasion per year of this Agreement unless GBG|Loqate reasonably believes that the Client is in material breach of the Agreement or unless GBG|Loqate is required to do so by any regulatory body with competent jurisdiction or one of GBG|Loqate's third party suppliers engaged in connection with the Service. GBG|Loqate or its auditor may be accompanied by representatives of any such regulatory body or third party supplier in respect of any such audit imposed on GBG|Loqate.
- 12.4 All audits will be conducted in a manner that does not materially disrupt, delay or interfere with the Client's performance of its business and shall be carried out at the expense of GBG|Loqate or its third party suppliers. Should the audit reveal a breach of the Agreement by the Client, the Client shall reimburse GBG|Loqate or its third party suppliers for the full cost of the audit.
- 12.5 The Client shall provide GBG|Loqate (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.
- 12.6 Prior to undertaking an audit under this clause 12 GBG|Loqate shall be entitled (but not obligated) to submit to the Client questions regarding the Client's performance of its obligations under this Agreement. The Client shall respond to these questions within 14 days of receiving such request. The submission of questions under this clause 12.6 will not prejudice GBG|Loqate's audit rights under this clause.

## 13. DISPUTE RESOLUTION

- 13.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a "Dispute") then the Parties shall follow the procedure set out in this clause 13, specifically:
- (a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, authorised representatives of GBG|Loqate and the Client shall attempt in good faith to resolve the Dispute;
  - (b) if the authorised representatives of GBG|Loqate and the Client are for any reason unable to resolve the Dispute within 10 Business Days of service of the Dispute Notice, the Dispute shall be escalated to senior officers of GBG|Loqate and the Client who shall attempt in good faith to resolve the matter; and
  - (c) if the senior officers of GBG|Loqate and the Client are for any reason unable to resolve the Dispute within 30 Business Days of it being referred to them, the parties will attempt to settle it by way of mediation. Should the parties fail to reach a settlement within 25 Business Days from the date of engaging in such mediation, the Parties shall be entitled to initiate any legal proceedings it deems appropriate.
- 13.2 Notwithstanding clause 13.1 above, the Parties shall be entitled to seek injunctive or other equitable relief at any point should that Party deem it necessary to protect the legitimate business interests of that Party.

## 14. NON-SOLICITATION

- 14.1 Neither Party shall 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 the other Party or the other Party's Group Company in connection with this Agreement during the Term of this Agreement or for a further period of 12 months after the termination of this Agreement other than by means of an advertising campaign open to all comers and not specifically targeted at any of the other Party's or the other Party's Group Companies' staff.
- 14.2 If either Party breaches clause 14.1 it shall, on demand, pay to the other Party a sum equal to one year's basic salary or the annual fee that was payable by the other Party to that employee, worker or independent contractor plus the recruitment/sourcing costs incurred by the other Party in replacing such person. The Parties agree that this sum is proportionate to both Parties' interests in enforcing the provisions of this clause 14 and anticipated loss as a result of a breach of clause 14.1 and is not intended as a penalty.

## 15. USE OF SUBCONTRACTORS

- 15.1 The Client shall be permitted to provide the Output Material or allow the provision of or access to the Output Material to its sub-contractors only for the purposes of and to the extent necessary for:
- (a) the provision of data storage and/or information technology services to the Client; and/or
  - (b) 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 Output Material 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 this clause 15.1.
- 15.2 The Client shall ensure that GBG|Loqate has given its prior written consent to the Client's use of such sub-contractor's within ten (10) Business Days of request and the Client shall inform GBG|Loqate of the name and address of the sub-contractor and such other details as GBG|Loqate may reasonably request and such sub-contractor has entered into a written agreement with the Client on terms which reflect



the use of the Output Material 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 Output Material 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 Output Material;
  - (b) contains provisions relating to confidentiality and to the ownership and protection of the Output Material and Intellectual Property Rights subsisting in and/or relating to the rights than those contained in this Agreement.
- 15.3 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 own 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 Output Material.
- 15.4 The Client shall ensure that it promptly provides to GBG|Loqate copies of such sub-contractor Agreements as may be requested by GBG|Loqate or its third party licensors from time to time.

## **16. EVENT OF FORCE MAJEURE**

- 16.1 Neither Party shall be in breach of this Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from a Force Majeure Event. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three consecutive months, the Party not affected may terminate this Agreement immediately by giving written notice to the affected Party.

## **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:
- (a) to GBG|Loqate at the registered office of its parent company GB Group PLC at The Foundation, Herons Way, Chester Business Park, Chester, Cheshire CH4 9GB, ENGLAND and marked for the attention of the Company Secretary,
  - (b) to the Client at the address to which the Client asks GBG|Loqate to send invoices or the Client's registered office address (in the case of a corporate body).
- 17.2 Any notice shall be deemed to have been duly received:
- (a) if delivered by hand or by courier, when left at the address referred to in this clause 17.1;
  - (b) if sent by first class post, two Business Days after the date of posting
- 17.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

## **18. MISCELLANEOUS**

- 18.1 If either Party wishes to change this Agreement, the Parties agree that each Party will:
- (a) notify the other detailing the proposed change and the reason for it;
  - (b) discuss the proposed change;
  - (c) notify each other whether the proposed change is feasible and the likely financial, contractual, technical and other effects of the proposed change;

- (d) decide whether it agrees to this Agreement being amended to incorporate the change and notify the other Party.
- 18.2 Agreed changes to this Agreement will be recorded in writing and will form part of this Agreement when signed by authorised signatories of both Parties.
- 18.3 The Client may not assign or transfer (in whole or part) any of its rights or obligations under this Agreement, without GBG|Loqate's prior written agreement (which must not be unreasonably withheld or delayed).
- 18.4 GBG|Loqate will inform the Client if it assigns or transfers (in whole or part) any of its rights or obligations under this Agreement.
- 18.5 Save where expressly stated in the Additional Terms, a person who is not an actual party to this Agreement has no rights hereunder and this Agreement does not create or give rights to any third party beneficiary.
- 18.6 This Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter.
- 18.7 The Parties agree that:
- (a) neither Party has been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it; and
  - (b) 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.
- 18.8 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, 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.
- 18.9 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.
- 18.10 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.
- 18.11 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.

## **19. GOVERNING LAW AND JURISDICTION**

- 19.1 By entering into this Agreement, the Parties warrant that they each have the right, authority and capacity to enter into and be bound by the terms and conditions of this Agreement and that they agree to be bound by these.
- 19.2 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 the State of California, USA and subject to clause 13 both Parties submit to the exclusive jurisdiction of the state and federal courts located in San Mateo County, California, save that GBG|Loqate 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.

## Web Services Agreement

### ADDITIONAL TERMS

This section only applies if the Commercial Terms Schedule shows that the applicable service has been selected. If so, these conditions will apply, in addition to the General Terms and any applicable Schedule. Any definition not provided in these Additional Terms shall have the same meaning as set out elsewhere in the Agreement.

### APPENDIX 1 – COPYRIGHT NOTICES

The following copyright notices apply to Data relating to the following countries:

Country / Ref:	Copyright Notice
Australia	"Copyright. Based on data provided under license from PSMA Australia Limited ( <a href="http://www.pdma.com.au">www.pdma.com.au</a> )."
Austria	"© Bundesamt für Eich- und Vermessungswesen"
Brazil	"Conteúdo fornecido por MapLink."
Canada	"This data includes information taken with permission from Canadian authorities, including © Her Majesty, © Queen's Printer for Ontario, © Canada Post, GeoBase Ö."
Croatia, Cyprus, Estonia, Latvia, Lithuania, Moldova, Poland, Slovenia and 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 zustaendigen Behoerden entnommen"
Great Britain (GBR Data Pak)	"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: lgeoe – Portugal"
Spain	"Información geográfica propiedad del CNIG"
Sweden	"Based upon electronic data © National Land Survey Sweden."
Switzerland	"Topografische Grundlage: © Bundesamt für Landestopographie."

### APPENDIX 2 – AUSTRALIAN DATA SERVICES

This Appendix 2 applies to all validation, search and enhancement processes made by the Client against Australian addresses. The data that GBG|Loqate uses to provide Australian address checks is supplied by GBG|Loqate's Australian data partner. GBG|Loqate is obliged under the terms of its agreement with the Australian data partner to ensure that all Clients agree to comply with the following provisions:

Any definition not provided in this Appendix 2 shall have the same meaning as set out elsewhere in the Agreement.

### 1. INTERPRETATION

#### 1.1 Definitions

"**Agreement**" means this agreement for the supply and license of the Solution to the End User, and includes the Schedules.

"**Australia Post**" means the Australian Postal Corporation, including, where permitted by context, all of the Australia Post's officers, employees, agents and contractors.

"**Business Day**" means a day other than a Saturday, Sunday or gazetted public holiday in Victoria, Australia or an Australia Post authorised holiday.

"**Claim**" means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at Law, in equity, under statute or otherwise.

"**Corporations Act**" means the Corporations Act 2001 (Cth).

"**End User**" means the Client authorised to use the Solution granted by the Licensor in accordance with this Agreement.

"**Intellectual Property Rights**" means all intellectual property rights including current and future registered and unregistered rights including copyright, designs, circuit layouts, trademarks, know-how, confidential information, patents, inventions, domain names and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

"**Licensor**" means GBG|Loqate Inc.

"**Loss**" means any damage, loss, cost and expense (including legal and other professional advisors' costs and expenses) suffered by a party.

"**Material Term**" means clauses 3.1c), 3.1d) and 4 of this Agreement.

"**Permitted Purpose**" means the permitted purpose as defined in clause 4 of this appendix 2.

"**Personal Information**" has the meaning given in the *Privacy Act 1988* (Cth) (as amended).

"**PostConnect Data**" means each data set which is supplied and licensed to the Licensor, and licensed by the Licensor to the End User, as specified in each Schedule.

"**Privacy Law**" means all Commonwealth, State and Territory legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to the Personal Information including, but not limited to the *Privacy Act 1988* (as amended from time to time).

"**Prohibited Purpose**" means each of the prohibited purposes as defined in clause 4 of this appendix 2.

"**Related Body Corporate**" has the meaning in the Corporations Act.

"**Representative**" of a party includes an employee, agent, officer, director, adviser, contractor or sub-contractor of that party or of a Related Body Corporate of that party.

"**Single Legal Entity**" means an individual person, body corporate or other legal entity and for the purposes of the government means an individual Agency as defined under the Financial Management and Accountability Act 1997 or an individual Commonwealth authority or company under the Commonwealth Authorities and Companies Act 1997.

"**Solution**" means the Service which incorporates, reproduces, embodies or utilises the PostConnect Data or its derivative works, and licensed to the End User under this End User Agreement.

“Subsidiary” has the meaning given in the Corporations Act.

## 2. LICENCE

- 2.1. Licensor grants the End User a non-exclusive, non-transferable, revocable licence for the term of the Agreement to use the Solution solely for the Permitted Purposes in respect of each applicable Schedule in accordance with the terms and conditions set out in this Agreement and the applicable Schedule, subject to any conditions and restrictions specified in the Permitted Purpose.
- 2.2. Any rights not specifically granted to the End User under this Agreement are reserved to the extent permitted by law. Without limiting the previous sentence, the End User must not use the Solution for any Prohibited Purpose. To the extent that a particular purpose falls within the definition of both a Permitted Purpose and a Prohibited Purpose in a Schedule, such purpose is considered Prohibited Purpose.
- 2.3. For the avoidance of doubt, the End User shall not:
  - (a) reproduce, copy, modify, amend, assign, distribute, transfer, sub-license, reverse assemble or reverse compile, merge or otherwise deal with, exploit or commercialise the whole or any part of the PostConnect Data (or directly or indirectly allow or cause a third party to do the same) including by using the PostConnect Data to derive other solutions (including software, products and/or services) unless expressly stated otherwise in this Agreement; and
  - (b) create a Product (as defined below) or other derivative works from the PostConnect Data to commercialise as their own, unless that Product is solely for one of the End User’s Permitted Purpose. "Product" means anything produced by End User which consists of, incorporates or is created using any part of the PostConnect Data and which may be produced in any form, including any device, solution, software or database and which may be in written form or produced electronically.
- 2.4. This clause 2 (and the Prohibited Purposes) do not prevent the End User from disclosing PostConnect Data to the extent that it is required by law to disclose the PostConnect Data, provided that the End User use all reasonable and legal means to minimise the extent of disclosure, and require the recipient to keep the PostConnect Data confidential.

## 3. WARRANTIES AND ACKNOWLEDGEMENTS

- 3.1. The End User represents and warrants that:
  - (a) it will only use the Solution for the Permitted Purposes and in accordance with the terms and conditions set out in this Agreement;
  - (b) it will not use the Solution for any Prohibited Purpose;
  - (c) it will not make any representation, statement or promise in respect of Australia Post, and has no authority to do so; and
  - (d) it has not relied on any representation made by Australia Post in entering into the Agreement.
- 3.2. Without limiting this clause, the End User acknowledges that Australia Post has not made and does not make any representation or warranty as to the accuracy, content, completeness or operation of the PostConnect Data or to them being virus free.
- 3.3. The End User acknowledges that the PostConnect Data may include data sourced from third parties. The End User agrees to comply with third party terms and conditions which apply to the third party data referenced in this Agreement to the extent that the End User has been notified of those terms and conditions and has consented to comply with them.

## 4. END USER PERMITTED PURPOSE AND PROHIBITED PURPOSE PERMITTED PURPOSE

- 4.1. Each of the purposes set out in this clause 4.1 is a “Permitted Purpose” in respect of the use of the PostConnect Data by an End User under an End User Agreement:
  - (a) use the Licensee’s AMAS Approved Software for evaluation purposes, for a maximum period of 3 month;
  - (b) use the Licensee’s AMAS Approved Software to Validate addresses and append DPIDs in an Existing Address Database solely owned by the End User for the internal business purpose of the End User;
  - (c) use the Licensee’s AMAS Approved Software to Validate addresses in Existing Address Database solely owned by the End User for the purpose of joining and/or appending data or attributes from one database to the other for the internal business purpose of the End User;
  - (d) use the Licensee’s AMAS Approved Software to Validate addresses and append DPIDs in Existing Address Databases owned by other End Users for the strict purpose of preparation the addresses for mail lodgement for the internal business purpose of the End User. No part of the validated addresses or any derived information resulting from the address validation may be passed back to the owner of the address database unless it is strictly related to the barcoding of mail. The validated addresses may not be used for the additional benefit of any End Users including but not limited to deduplication of records or appending other information other than the barcoding of mail;
  - (e) use the Licensee’s AMAS Approved Software for List Creation and disclose the records created pursuant to List Creation to any person, on the condition that:
    - the End User does not use the Licensee’s AMAS Approved Software to perform List Creation on behalf of another person, or as a part of data entry services that the End User offers to another person; and
    - the End User does not systematically use the Licensee’s AMAS Approved Software to create a list or set of records that is substantially similar or competitive to the PostConnect Data; and
  - (f) disclose the Validated addresses (created through one of the Permitted Purposes and in accordance with the End User Agreement) to another person (including subsidiaries, agents and franchisees of the End User), on the condition that:
    - the recipient will not (and agrees not to) disclose the Validated addresses to any other person; and
    - the recipient will only use the Validated addresses for purposes that are directly related to the internal business purpose of the End User and not any other purpose.
- 4.3. **Prohibited Purpose**  
Each of the purposes set out in this clause 4.3 is a “Prohibited Purpose” in respect of the use of the PostConnect Data by the End User:
  - (a) sell, transfer, supply or otherwise deal with the Licensee’s AMAS Approved Software;
  - (b) use the PostConnect Data other than through the permitted functionalities of the Licensee’s AMAS Approved Software;
  - (c) use the Licensee’s AMAS Approved Software to Validate addresses and or/append DPID’s to an Existing Address Database which is not owned by the End User and the purpose



of it is not for mail lodgement for the internal business purpose of the End User;

- (d) use the Licensee's AMAS Approved Software to Validate addresses and/or append DPID's to an Existing Address Database, whether owned by the End User or not, for the purpose of on selling or commercial gain (including commercial gain from any derive insights), but this paragraph does not prohibit the End User from using the AMAS Approved Software for List Creation in accordance with clause 4.1.e);
- (e) use the Licensee's AMAS Approved Software for List Creation other than in accordance with clause 7.1e);
- (f) provide Validated addresses to third parties unless those third parties are contracted to carry out some work on behalf of the End User strictly in accordance with the End User's Permitted Purpose or except as permitted by clause 7.1e) or 4.1.f); and
- (g) to reverse engineer, disassemble, alter or modify the Licensee's AMAS Approved Software.

## **5. PRIVACY**

5.1. The parties acknowledge that while the Solution may not, on its own, constitute Personal Information, its use may result in the identity of individuals being reasonably ascertainable.

5.2. The End User agrees:

- (a) that it is responsible for ensuring that its exercise of rights under this Agreement and the use of the Solution do not infringe any Privacy Law;
- (b) to use or disclose Personal Information obtained during the course of this Agreement only for the purposes of this Agreement;
- (c) to take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification, or disclosure;
- (d) not to do any act or engage in any practice that would breach any Privacy Law;
- (e) to immediately notify the Licensor if the End User becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause whether by the End User, its Related Body Corporate or any of its Representatives;
- (f) to cooperate with any reasonable demands or inquiries made by Australia Post on the basis of the exercise of the functions of the Office of the Australian Information Commissioner (OAIC) under Privacy Law or the Postal Industry Ombudsman under the Australian Postal Corporation Act 1989;
- (g) to ensure that any person who has access to any Personal Information is made aware of, and undertakes in writing, to observe Privacy Law and other obligations referred to in this clause;
- (h) to comply, as far as practicable, with any policy guidelines issued by the OAIC from time to time relating to the handling of Personal Information; and
- (i) to comply with any direction given by Australia Post to observe any recommendation of the OAIC or the Postal Industry Ombudsman relating to acts or practices of the End User that the OAIC or the Postal Industry Ombudsman consider to be in breach of the obligations in this clause.

5.3. This clause 5 will survive termination or expiry of the Agreement.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1. The End User agrees that all Intellectual Property Rights in the PostConnect Data are and shall remain the sole property of Australia Post or its licensors.

6.2. The End User must notify the Licensor as soon as practicable if it becomes aware of any actual, suspected or anticipated infringement of Intellectual Property Rights in the Solution or in the PostConnect Data.

6.3. The End User must render all reasonable assistance to the Licensor and/or Australia Post in relation to any actual, suspected or anticipated infringement referred to in clause 6.2.

6.4. If a third party makes a Claim against the End User alleging that the Solution infringes the Intellectual Property Rights of the third party, the End User must immediately allow the Licensor (or Australia Post, if Australia Post directs) the right to control the defence of the claim and any related settlement negotiations.

6.5. This clause 6 will survive termination or expiry of the Agreement.

## **7. LIABILITY**

### **Australia Post not liable**

7.1. To the extent permitted by law, Australia Post is not liable to the End User for any Claim or Loss whatsoever suffered, or that may be suffered as a result of or in connection with this Agreement, and the End User releases Australia Post irrevocably releases and discharges Australia Post from all such Claims and Losses.

7.2. Without limiting clause 7.1, to the extent permitted by law, Australia Post will not be liable to the End User for any loss of profit, revenue or business, indirect, consequential, special or incidental Loss suffered or incurred by the End User arising out of or in connection with this Agreement, whether in contract, tort, equity or otherwise. This exclusion applies even if those Losses may reasonably be supposed to have been in contemplation of both parties as a probable result of any breach at the time they entered into this Agreement.

### **7.3. Indemnity**

The End User must defend and indemnify Australia Post and its Representatives (those indemnified) from and against all Losses suffered or incurred by and of those indemnified to the extent that those Losses are suffered as a result of, whether directly or indirectly, of:

- (a) any breach of a Material Term by the End User or its Representatives;
- (b) any unlawful act by the End User or its Representative in connection with this Agreement;
- (c) any illness, injury or death to any person arising out of or in connection with the performance of this Agreement and caused or contributed to by the negligent or wrongful act or omission of the End User or its Representative; or
- (d) any loss or damage to any property of any person, arising out of or in connection with the performance of this Agreement and caused or contributed to by the negligent or wrongful act or omission of the End User or its Representative, except to the extent that the Loss is caused by the negligence or wrongful act or omission of those indemnified.

7.4. This clause 7 will survive termination or expiry of the Agreement.

## **8. SUSPENSION AND TERMINATION**

8.1. The Licensor may limit, suspend or terminate the End User's rights under this Agreement at any time upon notice when, and for the duration of the period during which:

- (a) the End User contravenes (or is believed on reasonable grounds to be in possible contravention of) any law of the Commonwealth or of a State or Territory;
- (b) the End User breaches the terms of the Agreement and the breach is not remedied within 14 days after receipt of notice

- from the Licensor specifying the breach and its intention to terminate the Agreement by reason of such breach; or
- (c) the End User commits a material breach of the Agreement which is not remediable; or
  - (d) in the reasonable opinion of the Licensor, the End User is acting in a manner or providing a Solution which has the effect or potential to damage the reputation of Australia Post which is not remedied within 14 days after receipt of notice from Australia Post or the Licensor specifying the issues; or
  - (e) the licensed right granted by Australia Post to the Licensor for the licensing of the PostConnect Data has been suspended or terminated.

- 8.2. The End User acknowledges that the Licensor may exercise its rights under clause 8.1 in accordance with the directions of Australia Post.
- 8.3. The termination, surrender or expiry of this Agreement for any reason will not extinguish or otherwise affect:
  - (a) any rights of either party against the other which accrued before the termination, surrender or expiry and which remain unsatisfied; or
  - (b) any other provisions of this Agreement which are expressly stated to, or which by their nature, survive termination, surrender or expiry of this Agreement.
- 8.4. If this Agreement is surrendered, terminated or expires, for any reason whatsoever, then the following provision of this clause will apply notwithstanding such surrender, termination or expiry the End User must cease using the Solution and the PostConnect Data and undertakes that it will destroy all copies, reproductions or adaptations of the Solution and PostConnect Data, or any part thereof made, held or controlled by it and, promptly upon written request from the Licensor, deliver a statutory declaration sworn by an authorised representative of the End User confirming that all copies, reproductions or adaptations of the Solution and PostConnect Data, and any part thereof, have been destroyed.

## 9. VARIATION

- 9.1. Pursuant to the agreement between the Licensor and Australia Post under which the Licensor is granted a licence to the PostConnect Data, Australia Post reserves the right to vary the terms of the agreement from time to time in certain circumstances. To the extent that those variations require a corresponding variation to the terms of this Agreement, the Licensor may do so, provided that the Licensor gives the End User reasonable prior notice of such variation (having regard to the period of notice received by the Licensor). The End User undertakes to do all things (including executing and entering into such amendment or restatement deed) as reasonably required by the Licensor to formalise and give effect to any and all variations made by the Licensor under this clause 9.1.

## 10. CHANGES IN LEGISLATION

- 10.1. Notwithstanding any other provision of this Agreement, the End User acknowledges and agrees that Australia Post and / or the Licensor must comply with any future legislation and / or Government policy which imposes binding restrictions or limitations on Australia Post's or the Licensor's use of the PostConnect Data, including any restrictions or limitations relating to the supply of PostConnect Data or elements thereof to any person, and the terms of this Agreement, and the End User's agreements with any other parties, will be varied accordingly.

## 11. GENERAL

- 11.1. The Licensor holds the benefit of all of the provisions of this Agreement that refer to Australia Post on trust for the benefit of itself and Australia Post, and the Licensor may enforce those provisions on behalf of Australia Post.

## APPENDIX 3 – BRAZILIAN DATA SERVICES

This Appendix 3 applies to all validation, search and enhancement processes made by the Client against Brazilian addresses. The data that GBG|Loqate uses to provide Brazilian address data is supplied by GBG|Loqate's Brazilian data partner. GBG|Loqate is obliged under the terms of its agreement with the Brazilian data partner to ensure that all Clients agree to comply with the following provisions:

### 1. WARRANTY

- 1.1. The Brazilian address data is provided to the Client "as is" and the Client agrees to use it at its own risk. GBG|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 data, or that the data or server will be uninterrupted or error-free.
- 1.2. GBG|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 this Agreement.

### 2. COMPLIANCE

- 2.1. In its use of the Brazilian address the Client will comply with the Anti-Piracy Law 10,695 of 01/07/2013, Copyright Law 9610 of 19/02/1998 and Intellectual Property Law 9279 of 14/05/1996 as updated from time to time.

### 3. TERMINATION

- 3.1. Notwithstanding the termination provisions in the Agreement, under the terms of GBG|Loqate's agreement with GBG|Loqate's Brazilian data partner, the supply of the Brazilian address data can be terminated by GBG|Loqate providing the Client with three (3) months' notice.

## APPENDIX 4 – CANADIAN DATA SERVICES

This Appendix 4 applies to all validation, search and enhancement processes made by the Client against Canadian addresses. The data that GBG|Loqate uses to provide Canadian address data is supplied by GBG|Loqate's Canadian data service partner, Canadian Post Corporation. GBG|Loqate is obliged under the terms of its agreement with Canadian Post Corporation to ensure that all Clients agree to comply with the following provisions:

### 1. CLIENT OBLIGATIONS

- 1.1. Client must not separate the Canadian address data from the access software, market the Canadian address data further and shall not use the Canadian address data separately or in combination with any other products or provide the Canadian address data to any third parties.

### 2. CONFIDENTIALITY

- 2.1. If the Client undertakes a test of the Service the Client will ensure that the results of such test are treated as confidential and will not

disclose those results to any third party. The Client must not use any test results in any production system.

### 3. TERMINATION

3.1 Notwithstanding the termination provisions in the Agreement, under the terms of GBG|Loqate's agreement with Canadian Post Corporation, the supply of the Canadian Data Services can be terminated by GBG|Loqate providing the Client with three (3) months' notice.

### 4. MINIMUM PROTECTIVE TERMS

4.1 Client acknowledges that this Appendix 4 forms an integral part of the Agreement. Client has been licensed to use GBG|Loqate's Services, and where relevant Canadian address data (the "**Canadian Address Data**"). Client further acknowledges that the data components of the Canadian Address Data, or the data in the files required in order to use the GBG|Loqate Services, were acquired by GBG|Loqate from third parties and that, relative to those third party data suppliers, GBG|Loqate is a licensee and Client is a sublicensee.

4.2 One such third party supplier is Canada Post Corporation ("Canada Post") who has granted GBG|Loqate certain rights with respect to certain Canadian Address Data (the "CP Licensed Data") under which GBG|Loqate may include the CP Licensed Data, in whole or in part, in the GBG|GBG|Loqate Service and distribute the same to its sublicensees subject to the sublicensee's (in this case the Client's) prior agreement to the terms and conditions set out in this Appendix 4 (the "Minimum Protective Terms").

### 5. COPYRIGHT

5.1 Client acknowledges that Canada Post is the owner of the copyright in the CP Licensed Data. Client acknowledges that it is only licensed to use the CP Licensed Data in conjunction with the GBG|Loqate Service.

5.2 The Client has no other right to distribute any CP Licensed Data.

5.3 Client acknowledges, and accepts that the damages that Canada Post may incur as a result of the 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.

(a) 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 Postal Code<sup>OM</sup> element of the address was valid, or

(b) 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 Code<sup>OM</sup> 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.

5.4 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 GBG|Loqate Service, Client agrees:

(a) to keep abreast of developments in technology and to update the safeguard in place to further reduce risks of "data scraping" or "bulk downloads of data" as improved technology becomes available from time to time, and

(b) To ensure that the parties to whom the CP Licensed Data is accessed 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:

- Addressing mail;

- Presorting addressed mail;
- Preparing unaddressed mail by householder count for delivery.

5.5 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 clauses 4(b) (i), (ii) or (iii), Client has no right to use 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.

5.6 Client Acknowledges 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.

### 6. LIABILITY

6.1 Neither GBG|Loqate 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 the Client's, or any of its users' possession or use of the CP Licensed Data. Neither GBG|Loqate nor Canada Post shall be liable in any way for any loss of revenue or contracts, or any other consequential loss of any kind resulting from any defect in the CP Licensed Data.

### 7. INDEMNITY

7.1 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 CP Licensed Data.

## APPENDIX 5 – GERMAN DATA SERVICES

This Appendix 5 applies to all validation, search and enhancement processes made by the Client against German addresses. The data that GBG|Loqate uses to provide German address data is supplied by GBG|Loqate's German data partner. GBG|Loqate is obliged under the terms of its agreement with the German data partner to ensure that all Clients agree to comply with the following provisions:

### 1. CLIENT OBLIGATIONS

1.1 Client must not separate the German address data from the access software, market the German address data further and shall not use the German address data separately or in combination with any other products or provide the German address data to any third parties.

### 2. CONFIDENTIALITY

2.1 If the Client undertakes a test of the Service the Client will ensure that the results of such test are treated as confidential and will not disclose those results to any third party. The Client must not use any test results in any production system.

### 3. TERMINATION

3.1 Notwithstanding the termination provisions in the Agreement, under the terms of GBG|Loqate's agreement with its German data partner, the supply of the German Data Services can be terminated by GBG|Loqate providing the Client with three (3) months' notice.

## APPENDIX 6 – JAPANESE DATA SERVICE

This Appendix 6 applies to all validation, search and enhancement processes made by the Client against Japanese addresses. The data that GBG|Loqate uses to provide Japanese address data is supplied by

GBG|Loqate's Japanese data partner. GBG|Loqate is obliged under the terms of its agreement with the Japanese data partner to ensure that all Clients agree to comply with the following provisions:

#### **1. MINIMUM PROTECTIVE TERMS**

- 1.1 Client shall only use the Japanese address data for its own internal purposes and shall not license, sublicense, copy, reproduce, modify, sell or distribute the Japanese address data to any third party.
- 1.2 The Japan address data is provided on an "as is" basis and is provided without warranty as to fitness for any particular purpose, accuracy, usefulness or faultlessness.
- 1.3 Client shall not reverse engineer, decompile, disassemble nor otherwise attempt to derive source code of or from the Japanese address data.
- 1.4 Notwithstanding the termination provisions in the Agreement, under the terms of GBG|Loqate's agreement with its Japanese data partner, the supply of the Japanese Data Services can be terminated by GBG|Loqate providing the Client with six (6) months' notice.

#### **APPENDIX 7 – INDIAN SERVICE DATA**

This Appendix 7 applies to all validation, search and enhancement processes made by the Client against Indian addresses. The data that GBG|Loqate uses to provide Indian address checks is supplied by GBG|Loqate's Indian data partner. Under the terms of its agreement with this partner the supply of the Indian Data Services can be terminated upon GBG providing the Client with ninety (90) days' notice.

#### **APPENDIX 8 – HERE DATA SERVICE**

This Appendix 8 applies to all validation, search and enhancement processes made by the Client against addresses in Albania, Algeria, American Samoa, Andorra, Angola, Argentina, Aruba, Australia, Austria, Azerbaijan, Bahamas, Bahrain, Bangladesh, Barbados, Belarus, Belgium, Belize, Bermuda, Bolivia, Bosnia and Herzegovina, Botswana, Brazil, Brunei, Bulgaria, Burundi, Canada, Cayman Islands, Chile, Colombia, Costa Rica, Croatia, Cuba, Cyprus, Czechia, Denmark, Dominican Republic, Ecuador, Egypt, El Salvador, Estonia, Finland & Akand Islands, France, French Guiana, Georgia, Germany, Ghana, Greece, Guadeloupe, Guatemala, Guernsey, Guinea, Guyana, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Isle of Man, Israel, Italy, Jamaica, Jordan, Kazakhstan, Kenya, Kosovo, Kuwait, Latvia, Lebanon, Lesotho, Libya, Liechtenstein, Lithuania, Luxembourg, Macao, Macedonia, Malawi, Malaysia, Maldives, Malta, Marshall Islands, Martinique, Mexico, Micronesia, Moldova, Monaco, Montenegro, Morocco, Mozambique, Namibia, Nepal, Netherlands, New Zealand, Nicaragua, Nigeria, Northern Mariana Islands, Norway, Oman, Pakistan, Palau, Panama, Paraguay, Peru, Philippines, Poland, Portugal, Qatar, Romania, Russia, Saint Barthélemy, Saint Kitts and Nevis, Saint Vincent and the Grenadines, San Marino, Saudi Arabia, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, South Sudan, Spain, Sri Lanka, Sudan, Suriname, Swaziland, Sweden, Switzerland, Syria, Taiwan, Tanzania, Thailand, Togo, Trinidad and Tobago, Turkey, U.S. Virgin Islands, Uganda, Ukraine, United Arab Emirates, United Kingdom, United States, Uruguay, Vatican City, Venezuela, Vietnam, Yemen, Zambia and Zimbabwe. The data that GBG|Loqate uses to provide Navteq Data is supplied by GBG|Loqate's Navteq data partner. GBG|Loqate is obliged under the terms of its agreement with NAVTEQ to ensure that all Clients agree to comply with the following provisions:

#### **1. THE SERVICE**

- 1.1 The NAVTEQ data ("Data") is provided for your personal, 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 you, on the one hand, and Client and its licensors on the other hand. ©NAVTEQ All rights reserved.
- 1.2 The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario, © Canada Post Corporation, GeoBase®, © Department of Natural Resources Canada. All rights reserved.
- 1.3 NAVTEQ holds a non-exclusive license from the United States Postal Service® to publish and sell ZIP+4® information. © United States Postal Service® 2016. Prices are not established, controlled or approved by the United States Postal Service®. The following trademarks and registrations are owned by the USPS: United States Postal Service, USPS, and ZIP+4.

#### **2. TERMS OF USE**

- 2.1 Client agrees to use this Data together with the GBG|Loqate Service and SDK's (authorised application) solely for the personal purposes or internal business purposes for which you were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, Client agrees not to otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

#### **3. RESTRICTIONS**

- 3.1 Except where Client has been specifically licensed to do so by GBG|Loqate, and without limiting the preceding paragraph, Client may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in connection to or in connection 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.

#### **4. WARNING.**

- 4.1 The Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographical data, any of which may lead to incorrect results

#### **5. WARRANTY**

- 5.1 This Data is provided to you "as is" and you agree to use it at your own risk. GBG|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 Data, or that the Data or server will be uninterrupted or error-free.
- 5.2 GBG|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 this Agreement.

## 6. DISCLAIMER OF LIABILITY

6.1 GBG|LOQATE AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) EXCLUDE ALL LIABILITY FOR 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 CLIENT'S USE OF OR INABILITY TO USE THIS INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS AND CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF GBG|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 damage limitations, so to that extent the above exclusion may not apply to this Agreement.

## 7. EXPORT CONTROL

7.1 The Client shall not export from anywhere any part of the Data or any direct product thereof except in compliance with, and with all licences and approvals required under, applicable export 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 NT from complying with any of its obligations hereunder to deliver or distribute Data, such failure shall be excused and shall not constitute a breach of this Agreement.

## 8. GOVERNING LAW.

8.1 This Appendix 8 shall be governed by the laws of the State of Illinois, or Netherlands where European NAVTEQ Data is used, without giving effect to (i) its conflict of laws 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 Illinois, or the Netherlands where European NAVTEQ Data is used, for any and all disputes, claims and actions arising from or in connection with the Data provided to you hereunder.

## 9. GOVERNMENTAL END USERS.

9.1 If the Data 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 Data is a "commercial item" as that item is defined at 48 C.F.R ("FAR") 2.101, is licensed in accordance with the following "Notice of Use," and shall be treated in accordance with such Notice:

<p>Notice of Use</p> <p>CONTRACTOR (MANUFACTURER/SUPPLIER) NAME: NAVTEQ</p> <p>CONTRACTOR (MANUFACTURER/SUPPLIER) ADDRESS:</p> <p>425 West Randolph Street, Chicago, Illinois 60606</p> <p>This Data is a commercial Item as defined in FAR 2.101 and is subject to these End User Terms under which this Data was provided.</p> <p>© 2016 NAVTEQ – All rights reserved.</p>
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9.2 If the Contracting Officer, federal government agency, or any federal official refuses to use the legend provided herein, the Contracting Officer, federal government agency, or any federal official must notify NAVTEQ prior to seeking additional or alternative rights in the Data.

## APPENDIX 9 – UNITED KINGDOM DATA SERVICE

This Appendix 9 applies to all validation, search and enhancement processes made by the Client against British addresses. If so, this Appendix 9 will apply in addition to the General Terms. GBG|Loqate is authorised by Royal Mail to licence the use of PAF Data to its Clients in conjunction with GBG|Loqate's own Service, Data and databases. As the Client wishes to obtain a licence to use PAF Data the following terms will also apply specifically in respect of the PAF Data.

Any definition not provided in this Appendix 9 shall have the same meaning as set out elsewhere in the Agreement.

### 1. PERMITTED USE

1.1. The Client may freely use PAF Data in accordance with the terms contained within this Appendix 9 and the Agreement.

### 2. CONDITIONS OF USE

2.1. The Client must not make copies of PAF Data except as permitted by the Agreement and this Appendix 9 or as reasonably necessary for back-up, security, business continuity and system testing purposes.

2.2. The Client may use PAF Data for Data Extraction but Extracted Data: (a) may only be accessed by Authorised Users; and (b) must not be supplied or any access to it provided to any third party.

2.3. The Client may provide Cleansed data to third parties provided that:

(a) where that supply is a Bureau Service, the Client and the Bureau Customers comply with the restrictions in paragraph 3 of this Appendix 9; and

(b) if such databases are Substantially All Databases:

- such databases are not represented or held out as a master, original or comprehensive address database or other similar description;
- the access is provided in the course of the Client's normal data supply or routine business activities and is not carried on as a business in its own right; and
- the provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF Data.

2.4. Clients must not permit access to, display or communicate to the public any Data, except for the purposes of capturing or confirming address details of third parties.

2.5. Except as set out in this Schedule the Client must not:

(a) transfer, assign, sell or licence Data or their use to any other person;

(b) use 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

(c) copy, reproduce, extract, reutilise or publish Data.

### 3. TERMS SPECIFIC TO BUREAU SERVICES

3.1. Clients performing Bureau Services are subject to the terms and restrictions set out below and must ensure that the terms contained in this Appendix 9 are observed by Bureau Customers.



- 3.2. Clients must not supply or provide access to a Cleansed Customer Database to any person other than the relevant Bureau Customer.
- 3.3. Clients may only supply or provide access to Cleansed Customer Databases to Bureau Customers subject to the restriction on use of Cleansed data set out in paragraph 3 of this Appendix 9.
- 3.4. The Client and a Bureau Customer may use the following statement on its publicity and marketing material: “[Name] processes databases against Royal Mail’s PAF® databases” provided that such use is reasonable.
- 3.5. The names of Bureau Customers must be provided to Royal Mail on its request.

#### **4. SUBCONTRACTING**

- 4.1. Clients 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 Client; or
  - (b) acting on behalf of the Client
 in each case for the Client’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 the Agreement and this Appendix 9 and that the Client is responsible for any breaches of those terms by such sub-contractor.

#### **5. PERSONAL RIGHTS**

- 5.1. Client rights are personal, limited and non-transferable.

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

- 6.1. The Client 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 this Agreement and in this Appendix 9.

#### **7. CESSATION OF USE OF PAF DATA**

- 7.1. Clients 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.

#### **8. PAF USE BY AUTHORISED USERS**

- 8.1. Clients must ensure that:
  - (a) the terms contained within the Agreement and this Appendix 9 bind their Authorised Users;
  - (b) only their Authorised Users exercise the use rights of PAF Data granted to Clients further to the Agreement and this Appendix 9; and
- 8.2. in the event of termination or expiry of a Clients rights to use PAF Data, the rights of Authorised Users to use them also terminate.

### **APPENDIX 10 – UNITED STATES DATA SERVICE**

This Appendix 10 applies to all validation, search and enhancement processes made by the Client against United States addresses. If so, these conditions will apply, in addition to the General Terms. This legal document is an agreement between the Client (“You”) and the United States Postal Service (“USPS”)

#### **1. GRANT OF LICENSE.**

- 1.1. In consideration of payment of a LICENSE fee, which is part of the price You paid for this product, USPS as LICENSOR, grants to You, the LICENSEE, a nonexclusive right to use and display this copy of USPS software program and/or database (hereinafter the “PRODUCT”) FOR YOUR INTERNAL CORPORATE OR PERSONAL USE on one computer at one location. If You use the PRODUCT, on a

multi-user computer system, the license covers all users. USPS reserves all rights not expressly granted to LICENSEE.

#### **2. OWNERSHIP OF PRODUCT**

- 2.1. As the LICENSEE, You own the magnetic or other physical media on which the PRODUCT is originally or subsequently recorded or fixed, but USPS retains title and ownership of the PRODUCT recorded on the media and all subsequent versions of the PRODUCT, regardless of the form or media. This License is not a sale of the PRODUCT.

#### **3. COPY OF RESTRICTIONS.**

- 3.1. This PRODUCT and the accompanying written materials are copyrighted. Unauthorised copying of the PRODUCT, including a PRODUCT that has been modified, merged or included with other software and/or data, or of the written material, is expressly forbidden. You may be held legally responsible for any copyright infringement that is caused or encouraged by Your failure to abide by the terms of this License. Subject to these restrictions, and if the PRODUCT is not copy-protected, You may make one (1) copy of the PRODUCT solely for backup purposes. You must reproduce and include the copyright notice on the backup copy. To obtain immediate legal authorization to make ADDITIONAL COPIES of PRODUCT, in whole or in part, which may or may not contain value added information, complete and submit with check or money order the enclosed United States Postal Service LICENCE AMENDMENT. The ADDITIONAL COPIES may be used by the LICENSEE for any bonafide purpose.

#### **4. USE RESTRICTIONS.**

- 4.1. As the LICENSEE, You may physically transfer the PRODUCT from one computer to another provided that the PRODUCT is used on only one computer at a time. You may not electronically transfer the PRODUCT from one computer to another over a network nor may You distribute copies of the PRODUCT or accompanying written materials to others, nor may You modify, adapt, translate, or create derivative works based on the written materials.
- 4.2. PRODUCT versions that are more than 105 DAYS OLD are NOT authorised for use by any USER without written permission from the USPS.

#### **5. TRANSFER RESTRICTIONS.**

- 5.1. This PRODUCT is licensed only to You, the LICENSEE. And may not be transferred to anyone without the prior written consent of USPS. Any authorised transfer of the PRODUCT shall be bound by the terms and conditions of this Agreement. In no event may You transfer, assign, rent, lease, sell or otherwise dispose of the PRODUCT on a temporary or permanent basis except as expressly provided herein.

#### **6. TERMINATION.**

- 6.1. 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.

#### **7. DISCLAIMER OF WARRANTY AND LIMITED WARRANTY**

- 7.1. 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.

7.2. 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.

7.3. The 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

#### **APPENDIX 11 – NEW ZEALAND SERVICE DATA**

This Appendix 11 applies to all validation, search and enhancement processes made by the Client against New Zealand addresses. The data that GBG|Loqate uses to provide New Zealand address data is supplied by New Zealand Post. GBG is obliged under the terms of its agreement with New Zealand Post to ensure that all Clients agree to comply with the following provisions:

##### **1. COPYRIGHT NOTICE**

1.1. The data within the RED File is sourced from New Zealand Post, Land Information New Zealand and the Crown. New Zealand Post and Crown copyright reserved.

##### **2. CONFIDENTIALITY NOTICE**

2.1. The Data is confidential to New Zealand Post Limited and New Zealand Post Limited owns, or has a licence to use, all Intellectual Property rights in the Data incorporated in this product or service.

##### **3. TERMINATION**

3.1. Under the terms of its agreement with New Zealand Post the supply of the New Zealand Data Services can be terminated upon GBG providing the Client with ninety (90) days' notice.

#### **APPENDIX 12 – EMAIL VALIDATION SERVICE**

This Appendix 12 applies to all email validation processes made by the Client. The data that GBG|Loqate uses to provide the Email Validation Service is supplied by GBG|Loqate's Email Validation Service partner. GBG|Loqate is obliged under the terms of its agreement with the Email Validation Service partner to ensure that all Clients agree to comply with the following provisions:

##### **1. USE OF EMAIL VALIDATION SERVICE**

1.1. The Client may not:

- (a) Modify, change or create any derivative works of the Email Validation Service, including translation or localization;
- (b) Copy, decompile, disassemble, decrypt, reverse engineer, or otherwise attempt to derive the source code for the Email Validation Service (except to the extent applicable laws specifically prohibit such restriction);
- (c) Redistribute, encumber, sell, rent, lease, sublicense, display, publish, disclose or otherwise transfer rights to the Email Validation Service, in whole or in part, to any other person or entity;
- (d) Remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Email Validation Service;
- (e) Interfere with or disrupt the integrity or performance of the Email Validation Service or the data contained therein; or
- (f) Attempt to gain unauthorized access to the Email Validation Service or its related systems or networks. All rights not expressly granted in accordance with this Agreement are reserved to GBG.

1.2. The Email Validation Service, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. The Email Validation Service may not be downloaded, or otherwise exported or re-exported into, or to anyone on the U.S. Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Denial Orders or a country under embargo with the US. You agree to comply strictly with all such regulations and acknowledge that it has the responsibility to obtain such licenses to export, re-export, or import Email Validation Service.

##### **2. TERMINATION**

2.1. The Email Validation Service partner data partner reserves the right to immediately revoke the use of the Email Validation Service and terminate, if there is any breach by the Client of any of the terms & conditions herein.

##### **3. WARRANTY AND LIABILITY**

3.1. GBG|LOQATE AND THE EMAIL VALIDATION SERVICE PARTNER MAKE NO WARRANTY OR CONDITION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED REGARDING THE EMAIL VALIDATION SERVICE. ALL IMPLIED WARRANTIES AND TERMS & CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, ARE HEREBY DISCLAIMED. GBG|LOQATE AND THE EMAIL VALIDATION SERVICE PARTNER DO NOT WARRANT THAT THE OPERATION OF THE EMAIL VALIDATION SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL DEFECTS IN THE EMAIL VALIDATION SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GBG|LOQATE AND THE EMAIL VALIDATION SERVICE PARTNER OR THEIR AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF GBG'S OBLIGATIONS HEREUNDER.

3.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GBG|LOQATE OR THE EMAIL VALIDATION SERVICE PARTNER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE EMAIL VALIDATION SERVICE OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, GBG|LOQATE'S AND THE EMAIL VALIDATION SERVICE PARTNER'S ENTIRE LIABILITY TO THE CLIENT UNDER ANY PROVISION OF THIS

AGREEMENT RELATING TO THE USE OF THE EMAIL VALIDATION SERVICE SHALL NOT EXCEED US\$1,000.00 IN THE AGGREGATE.

- 3.3. The Client shall indemnify and hold harmless the Email Validation Service partner from and against all losses, claims, damages or other causes of any nature or kind whatsoever (including reasonable attorney's fees) arising directly or indirectly out of third party claims concerning:
  - (a) A breach of any of the Client's obligations, covenants, representations or warranties contained herein;
  - (b) The use of the Email Validation Service; and
  - (c) The negligence or intentional misconduct of The Client or its officers, employees, agents or contractors.
- 3.4. The Client agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Email Validation Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

# Web Services Agreement

## SCHEDULE 1 - STANDARD SUPPORT SERVICES

This section only applies if the Order Form shows that Standard Support Services have been selected. If so, this Schedule 1 will apply in addition to the General Terms and any applicable Additional Terms. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

### 1. DEFINITIONS

- 1.1. The following definitions apply to this Schedule 1:
- “**Business Day**” means Monday to Friday (excluding federal holidays in US)).
  - “**Business Hours**” means the working hours in a Business Day being 0900 to 1800.
  - “**Helpdesk**” means the helpdesk facility which GBG|Loqate provides to handle enquiries and administration for the Service.
  - “**Planned Maintenance**” means any work planned in advance to be carried out by GBG|Loqate or on GBG|Loqate’s behalf that may cause the Service to be temporarily suspended.
  - “**Portal**” means the front end interface onto the Web Service Interface which allows a manual interaction with Services such as address lookup to be carried out.
  - “**User Guide**” means the user guide provided by GBG|Loqate for use with the Service.
  - “**Web Service Interface**” means the programmatic interface through which data is passed by the Client to the Service or the Service passes Data to the Client.

### 2. ACCESS TO THE SERVICE

- 2.1. The Service is accessed either from a web browser or directly by utilising the Web Service interface. If accessing via the internet, the URL is as directed by your GBG|Loqate Account Manager.
- 2.2. Secure login procedures (username and password) are required to access the Service either via the Internet or via the Web Services Interface and are detailed in the User Guide.
- 2.3. GBG|Loqate will email the System Administrator with information and instructions for accessing the Service.
- 2.4. The System Administrator account which is accessed via the Client Administration Portal will enable the System Administrator to create and edit Permitted Users.

### 3. STANDARD SUPPORT SERVICES

- 3.1. Day-to-Day System Administration: GBG|Loqate will perform routine system administration of the Service, including server, network and security monitoring.
- 3.2. Service Management: The Service is provided 24 hours a day, 365 days per year. GBG|Loqate will respond to faults GBG|Loqate detects or which the Client reports to GBG|Loqate as set out in paragraph 3.4 below.
- 3.3. Help Desk: GBG|Loqate will provide the Client with the contact numbers (either telephone or fax, as appropriate) and email address of designated contact points, which will be the Client’s contact points for placing orders, reporting faults and making inquiries relating to the Service. The Client can use the numbers to contact GBG|Loqate to report faults 24 hours a day, 365 days a year (although the GBG|Loqate Help Desk will only be manned during Business Hours) and to order services or make enquiries during Business Hours.
- 3.4. Fault Reporting and Fault repair:
  - (a) Any faults in the Service need to be notified to GBG|Loqate’s Helpdesk via the Client’s System Administrator. The Client will

need to use the reporting procedures GBG|Loqate requires it to use from time to time.

- (b) If the Client reports a fault in the Service or makes a request for assistance, GBG|Loqate will immediately undertake an initial assessment, provide a fault reference and discuss and agree with the Client a priority level.
  - (c) Progress updates will occur:-
    - with Priority 1 incidents on a 1 hourly basis or as otherwise agreed during Business Hours.
    - Priority 2 on a 2 hourly basis and Priority 3 on a 3 hourly basis during Business Hours.
    - on resolution of the fault or problem during Business Hours;
    - on any change of resolution target time during Business Hours.
- 3.5. Service Restoration: Each of the priorities has the following associated target clearance time:

Service Level	Target	Impact
Priority 1 faults	80% of faults cleared within 4 hours of GBG Loqate’s acknowledgement of the fault.	The Service is not operational or is inaccessible.
Priority 2 faults	80% of faults cleared by the end of the next Business Day of GBG Loqate’s acknowledgement of the fault	Service is degraded, a marked increase in time to access the Service.  A problem causing significant reduction in functionality.
Priority 3 faults	80% of faults cleared within 5 Business Days of GBG Loqate’s acknowledgement of the fault.	The Service is experiencing minor problems but is functioning substantially.
Priority 4 faults	Fix available in the next release of the software	Minor problem with the Service but does not impact the Client’s use of the Service.

- 3.6. Disclaimer: GBG|Loqate will always try to resolve any fault within the appropriate target clearance time, but the Client recognises and accepts that GBG|Loqate may not be able to do so and that these times are only intended to be targets. In some cases we may need to resolve issues with one of GBG|Loqate’s global data partners which could involve contact being made with them outside of Business Hours due the time zone differences. In this situation the supplier is required to respond to GBG|Loqate within the same target response times although their business hours timeframe will be subject to the time zone that they are located in. Should this situation arise, GBG|Loqate will respond to the Client at the very earliest opportunity.
- 3.7. Outside of Business Hours: The Helpdesk will only be available to receive reported faults. The target times will not begin until the start of Business Hours on the next Business Day. With the exception of Priority 1 faults, all other priorities which cannot be resolved by the

Helpdesk by the end of Business Hours on the Business Day that GBG|Loqate acknowledges them will be put on hold until the start of Business Hours on the next Business Day.

- 3.8. Scheduled Service Time: The Service is provided on a resilient platform enabling GBG|Loqate to offer a high level of service which is scheduled to be available 24 hours per day, 7 days per week, 365 days per year. The Service has a target of 98.5% availability within any calendar month. This target excludes all periods of Planned Maintenance or any emergency maintenance or updates. GBG|Loqate will always try to meet and exceed this monthly target availability. However, the Client accepts, that GBG|Loqate may not always be able to do so and that this level of availability is only intended to be a target level.
- 3.9. Planned Maintenance: From time to time, GBG|Loqate may need to schedule maintenance of the Service. GBG|Loqate will always endeavour to conduct Planned Maintenance at a time that reduces the impact on the availability of the Service. So, where possible, Planned Maintenance will be conducted during low usage periods outside of Business Hours. If GBG|Loqate needs to suspend the Service for Planned Maintenance (which GBG|Loqate would only reasonably expect to be under exceptional circumstances) GBG|Loqate undertake to give the Client as much advance notice as is practicable.
- 3.10. Customer Reports: The Service will allow the System Administrator online access to reports on the Client's usage.



## Web Services Agreement

### SCHEDULE 2 – PROFESSIONAL SERVICES

This section only applies if the Commercial Terms Schedule shall that Professional Services have been selected. If so, this Schedule 1 will apply in addition to the General Terms and any applicable Additional Terms. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

#### 1. DEFINITIONS

1.1. The following definitions apply to this Schedule 1. Any term not defined herein shall have the definition ascribed to it in the General Terms, unless the context indicates otherwise.

“Service Materials” means any and all works of authorship and materials developed, written or prepared by GBG|Loqate, 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|Loqate hereby agrees to provide the Professional Services to the Client in consideration of the Charges set out in the Commercial Terms Schedule and upon these terms and conditions.

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

#### 3. GBG|LOQATE’S RESPONSIBILITIES

3.1. GBG|Loqate warrants that the Professional Services:

- will be provided in a timely and professional manner and GBG|Loqate shall use reasonable endeavours to provide the same in accordance with any Timetable (as defined in 6.1 below);
- 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|Loqate shall be fully entitled to use in any way it deem 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 service made or developed during the course of the Professional Services, subject to the obligations of confidentiality detailed in the Agreement.

#### 4. CLIENT’S OBLIGATIONS

4.1. The Client shall:

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

#### 5. EXPENSES

5.1. The Charges for the Professional Services are exclusive of the travel, accommodation and subsistence expenses incurred by GBG|Loqate and GBG|Loqate’s sub-contractors in attending the Client’s premises to perform Professional Services and such expenses shall be invoiced separately by GBG|Loqate 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|Loqate reserve the right to charge the Client

for all accommodation and travel expenses that have been incurred by GBG|Loqate.

#### 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|Loqate undertake to use its reasonable endeavours to complete each element of the Professional Services by the date specified in the Timetable.

6.2. If GBG|Loqate 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:

- 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 for the Professional Services 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;
- The Client shall pay to GBG|Loqate 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
- The Client shall pay to GBG|Loqate all other reasonable costs, charges, expenses and losses sustained or incurred by GBG|Loqate as a result of such prevention or delay.

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

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

#### 7. ALTERATIONS

7.1. If at any time the Client requires GBG|Loqate to alter all or any part of the Service Materials, the Professional Services and/or any other deliverable under the Professional Services then the Client shall provide GBG|Loqate with full written particulars of such alterations and with such further information as GBG|Loqate may reasonably require. GBG|Loqate 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|Loqate 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:

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

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