

DATA LICENCE AGREEMENT – ROYAL MAIL NOT YET BUILT DATA

This Data Licence Agreement (“Licence”) for Not Yet Built Data contains the terms and conditions specified by Royal Mail Group Limited in connection with an End-User’s use of Royal Mail’s Not Yet Built Data (as defined below), and is incorporated into the Experian QAS Standard Terms and Conditions and Standard End-User Licence Agreement, available at www.qas.co.uk/legal (“Standard Terms”) by reference.

1. DEFINITIONS

1.1 Words and expressions defined in the Standard Terms shall bear the same meaning herein and shall be incorporated by reference. In addition, where the context so admits, the following words and expressions shall have the following meanings:

“**Bureau Services**” means any activity which involves the processing of an End-User database using the Data and includes:

- (a) the verification of an existing record in the End-User database as being the same as the entry on the Data;
- (b) the amendment of an existing record in the End-User database to correct the address so that it contains the same information as the entry on the Data;
- (c) the standardisation of an existing record in the End-User database into a “Not Yet Built format”;
- (d) the flagging or marking of an existing record in the End-User database as being the same as the Data;
- (e) adding further information derived from the Data to an existing record in the End-User database; and
- (f) extracting duplicate existing records in the End-User database;

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

“**Data**” means the database known as Not Yet Built and any extracts from the same which form the subject matter of this Data Licence Agreement;

“**Data Storage Medium**” means the format on which the Data is supplied to the Solutions Provider by Royal Mail;

“**Data Supply Agreement**” means the agreement between the Solutions Provider and Royal Mail for the supply of certain of the data in the database known as Not Yet Built and any extracts from or updates to any of the same;

“**Effective Date**” means the date attributed to it by the Quotation.

“**End-User**” shall mean the single legal entity customer of the Solutions Provider as identified in the Quotation who is entering into this Data Licence Agreement and who wishes to use Products and/or

Services supplied by the Solutions Provider which are derived from or modified or enhanced by the Data, in each case for such customer's own internal use only except as and only to the extent expressly permitted pursuant to this Data Licence Agreement; **"End-User Registration Form"** means the form (which may be a hard or electronic copy) notified to the End-User by the Solutions Provider as the End-User Registration Form from time to time;

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

"Evaluation Report" means the form notified by the Solutions Provider to the End-User as the Evaluation Report from time to time;

"Expiry Date" means the date attributed to it by the Quotation;

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

"Not Yet Built" means the database or any part of it, known as 'Not Yet Built', which contains address and postcode information for properties under development in the United Kingdom, as may be amended from time to time;

"Product" means any product provided by the Solutions Provider to the End-User with functionality, software or services additional to the Data itself, which incorporates or is created using the Data or any part of the 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;

"Quotation" has the meaning attributed to it in the Experian QAS Standard Terms and Conditions;

"Royal Mail" means Royal Mail Group Limited;

"Royal Mail Terms" means those terms and conditions that Royal Mail requires pursuant to this Data Licence Agreement;

"Service" means any service provided by the Solutions Provider to the End-User in connection with the Data;

"Solutions Provider" means QAS Limited who is licensed by Royal Mail (or sub-licensed by another person that is licensed to do so) to obtain copies and updates of the Data to enhance its own Products for supply to the End-User;

"Term" means the period from the Effective Date until (and including) the Expiry Date or (where earlier) the date of any termination of this Data Licence Agreement pursuant to the terms set out herein;

"User" means an individual work station or terminal or hand-held or otherwise portable device within an End-User's organisation which has access to the whole or part of the Data, which shall include indirect access via the supply by the Solutions Provider of their Products and/or Services.

2. LICENCE

- 2.1 The End-User is granted the right to use the Data as provided to the End-User by the Solutions Provider on a non-exclusive, non-transferable, revocable basis in connection with the Products and Services for the Term (unless terminated earlier) internally within its organisation, in accordance with the terms of this Data Licence Agreement.

3. LIMITATIONS ON USE OF THE DATA

- 3.1 The End-User shall use the Data for its own internal use only except as and only to the extent expressly permitted pursuant to this Data Licence Agreement.
- 3.2 Except as expressly permitted by the terms of this Data Licence Agreement, the End-User shall not:
- 3.2.1 use the Products and/or Services (except as and only to the extent expressly permitted pursuant to this Licence) to:
- 3.2.1.1 offer the Data (or any part thereof) to any third party; or
- 3.2.1.2 create its own product or service containing any of the Data and offer it to any third party; and
- 3.2.2 use the Data or permit the use by any third party of the Data for the provision or carrying out of Bureau Services.
- 3.3 Save as provided by this Clause 3, the End-User shall not at any time copy, reproduce, publish, sell, let, lend or otherwise part with possession of the whole or any part of the Data or relay or disseminate the same to any third party, except as is expressly permitted by the terms of this Data Licence Agreement. 3.4 The End-User shall not provide the whole or any part of the Data or allow the provision of or access to the same to any agents or sub-contractors of the End-User or any other third party.
- 3.5 Subject to the terms of this Data Licence Agreement, the End-User shall not make any statement or claim relating to the Data or any Product and/or Service being approved, recommended or endorsed by the Solutions Provider or Royal Mail or anything similar, or imply that such is the case, unless the Solutions Provider or Royal Mail has given its prior written consent to the form and content of such statement or claim.
- 3.6 At the Solutions Provider's or Royal Mail's request, the End-User shall upon five (5) working days notice, grant to the Solutions Provider and/or Royal Mail and/or their agents reasonable accompanied access during business hours to those of its premises, systems, accounts and records that are relevant to this Data Licence Agreement, for the purpose of verifying and monitoring the End-User's compliance with and performance of its obligations under this Agreement. The End-User is not obliged to grant such access more than once in any 12 month period unless the Solutions Provider and/or Royal Mail has made such request as it has reasonable grounds to believe that the End-User has not complied with one or more of its obligations pursuant to this Data Licence Agreement.
- 3.7 The End-User's attention is drawn to the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them (the "Data Protection Requirements"). The End-User agrees it will not do or omit to do any act which would place it, the Solutions Provider or Royal Mail in breach of the Data Protection Requirements and the End-User warrants that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with the performance of this Data Licence Agreement. The End-User agrees that it shall:

- 3.7.1 implement appropriate technical and organisational measures to protect personal data within the Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access;
- 3.7.2 promptly refer to Royal Mail (either directly or indirectly via the Solutions Provider) any queries relating to the personal data within the Data from data subjects, the Information Commissioner or any other law enforcement authority, for Royal Mail to resolve;
- 3.7.3 promptly upon request from the Solutions Provider or Royal Mail provide such information to the Solutions Provider or Royal Mail as the Solutions Provider or Royal Mail may reasonably require to allow them to comply with the rights of data subjects, including subject access rights, or with information notices served by the Information Commissioner; and
- 3.7.4 ensure that if, during the term of this Data Licence Agreement, it intends to make any transfers of personal data within the Data which are not European Commission Approved Transfers, then it shall, prior to any such transfers, obtain the Solutions Provider's consent and at the End-Users own cost provide such further information as sign such further documents, agreements or deeds as the Solutions Provider may require to ensure the adequate protection of the personal data.

For the purposes of this Clause 3.7, "data controller", "data processor", "data subject", and "personal data" shall have the meanings ascribed to them in the Data Protection Act 1998.

- 3.8 The End-User shall ensure that any changes to the number of Users are notified to the Solutions Provider, and that the number of Users does not exceed that permitted by the number and type of licences purchased by the End-User. The End-User shall have in place a reasonable mechanism or process that ensures that the number of Users accessing the Data can be promptly identified and does not exceed that permitted by the licence(s) purchased by the End-User.
- 3.9 The End-User shall under no circumstances warrant or in any way imply to any third party (whether directly or indirectly) that a Product or Service is warranted or any way endorsed by the Solutions Provider and/or Royal Mail.
- 3.10 The End-User shall not dispatch any items of mail to any address identified using the Data.

4. END-USER OBLIGATIONS

- 4.1 The End-User shall comply with all laws and regulations applicable to its use of the Data.
- 4.2 The End-User shall ensure that it completes and returns the End-User Registration Form within fourteen (14) days of entering into this Data Licence Agreement.
- 4.3 The End-User shall ensure that the details contained in the completed End-User Registration Form are correct and that changes (including, without limitation, the number of Users) are promptly notified to the Solutions Provider.
- 4.4 The End-User undertakes that, it shall:
 - 4.4.1 maintain up-to-date written records of any relevant information relating to this Data Licence Agreement to be provided to the Solutions Provider upon request.
 - 4.4.2 by the seventh (7th) day of each Calendar month, provide the Solutions Provider with a completed Evaluation Report (including here such report is a "nil return") in electronic format which shall include any relevant information as detailed in Clause 4.3 and 4.4.1

5. LIABILITY

- 5.1 Neither Royal Mail nor the Solutions Provider in any way warrant the accuracy or completeness of the Data nor do they warrant that any of the Data, Products and/or Services will meet the requirements of the End-User. Neither Royal Mail nor the Solutions Provider shall be liable for any loss or damage (whether direct or indirect or consequential) howsoever arising out of or in connection with this Data Licence Agreement or its termination, except to the extent that such liability may not be lawfully excluded.
- 5.2 Neither party excludes liability for any personal injury or death which is caused by their negligence or for any other liability which may not be excluded by law.
- 5.3 Royal Mail is not liable in any way in respect of the Products and/or Services provided to the End-User. Products and Services provided to the End-User are not designated as Royal Mail approved and, in any event, Royal Mail gives no warranty such items have been tested or inspected by Royal Mail or that such items will be suitable for, or capable of being used by, any party.
- 5.4 Royal Mail shall not be obliged, in any circumstances, to provide the Data directly to the End-User.
- 5.5 In the event that any defect in the relevant Data Storage Medium causes any loss whatsoever to an End-User, the liability of Royal Mail shall be limited to the supply to the Solutions Provider of replacement(s) of the defective item(s).
- 5.6 If this Data Licence Agreement is terminated for any reason whatsoever, neither Royal Mail nor the Solutions Provider shall be liable to provide the End-User, or any other third party, with the Data or any Product or Service.

6. PROPERTY RIGHTS IN THE DATA

- 6.1 The Data and all Intellectual Property Rights subsisting in and/or relating to the Data from time to time are and shall remain the property of Royal Mail or its licensors. The End-User shall acquire no rights in the Data or the Intellectual Property Rights in the Data except as expressly provided in this Data Licence Agreement. This Data Licence Agreement shall not operate as an assignment by Royal Mail of any Intellectual Property Rights that may subsist in or relate to the Data.
- 6.2 The End-User shall not remove or tamper with any Intellectual Property Rights notice attached or used in relation to the Data.
- 6.3 Property in the Data Storage Medium and all supporting documentation remains vested in Royal Mail at all times.
- 6.4 This Data Licence Agreement does not grant to the End-User any rights to use any of the trademarks, service marks, business names or logos of Royal Mail.
- 6.5 The provisions of this Clause 6 shall continue to operate after the termination of the Data Licence Agreement.

7. ASSIGNMENT

- 7.1 The End-User shall not assign any of its rights or obligations under this Data Licence Agreement or otherwise transfer this Data Licence Agreement or any part of it (including any licence) without the prior consent in writing of the Solutions Provider.

8. TERMINATION

- 8.1 Without prejudice to the provisions of Clause 8 of the Experian QAS End-user Licence Agreement and Clause 11 of the Experian QAS Standard Terms and Conditions, this Data Licence Agreement may be terminated immediately by the Solutions Provider by written notice to the End-User where:
- 8.1.2 the End-User breaches any of the Royal Mail Terms contained in this Data Licence Agreement and such breach, if capable of remedy, is not remedied within 28 days;
 - 8.1.3 the End-User does anything in relation to the Data which in Royal Mail's reasonable opinion brings or is likely to bring Royal Mail into disrepute.
- 8.2 This Data Licence Agreement shall automatically terminate upon the termination or expiry of the Data Supply Agreement between the Solutions Provider and Royal Mail and/or upon termination or expiry of the Experian QAS End-User Licence Agreement and/or the Experian QAS Standard Terms and Conditions between the Solutions Provider and the End-User.
- 8.3 Promptly following the termination or expiry of this Data Licence Agreement, the End-User shall, at the Solutions Provider's option: (i) return to the Solutions Provider all copies of the Data (including any parts thereof) that are in the End-User's possession or control; or (ii) shall permanently delete or destroy all copies and reproductions of the Data (including any parts thereof) that are in the End-User's possession or control, including from all hard disks and memory. The End-User shall confirm in writing to the Solutions Provider that this has been done. For the avoidance of doubt, this does not include archived back-up copies retained in accordance with Clause 3.3.
- 8.4 The provisions of this Clause 8 shall continue to operate after the termination of this Data Licence Agreement.

9. CONFIDENTIALITY

- 9.1 The End-User acknowledges that the Solutions Provider may be obliged, upon request by Royal Mail, to supply to Royal Mail all information, including Confidential Information relating to the End-User, which is relevant to this Data Licence Agreement or the performance of obligations under it.

10. GENERAL

- 10.1 Except as set out in this Clause 10.1, a person who is not a party to this Data Licence Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999. The provisions of this Clause 10.1 shall not apply to Royal Mail who shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce the rights bestowed on it by any clause of this Data Licence Agreement.