

BPH DATA LTD / ROYAL MAIL ADDRESS MANAGEMENT

LICENCE NO. BPH ????

END USER LICENCE

1. DEFINITIONS

“**PAF**” is a registered trademark of the Royal Mail (part of Royal Mail Group Ltd) and stands for Postcode Address File. It is a database containing all known addresses and Postcodes in the United Kingdom.

“**Postzon**” is comprised of a version of PAF containing one record for each Postcode in the UK. The information supplied with each Postcode includes an Ordnance Survey Grid Reference and a variety of other coded identifiers which describe Country, County, District, Local Authority Electoral Ward and National Health Service District Health Authority.

The Postcode alone is not sufficient to identify each delivery point in the UK. A “**Delivery Point Suffix**” (DPS) has been developed: a two character code (one alpha, one numeric) which enables each delivery point to be uniquely identified. To enable customers to apply a barcode correctly to mail, both the Postcode and Delivery Point Suffix are required along with a Checksum Digit. The Checksum Digit can either be accessed via a small programme which will generate it automatically, or from the file which contains the Delivery Point Suffix information. This file is referred to as the “Postcode Information File” (PIF).

In this agreement, “PAF” includes the Postcode Address File, updates to the Postcode Address File and extracts from the Postcode Address File, “Postzon”, updates to “Postzon” and extracts from “Postzon”, “PIF”, updates to “PIF” and extracts from “PIF”, as supplied or contained in any product supplied by the VAR or the VAR’s Agent.

“**VAR**” shall mean a person licensed by the Royal Mail Group Ltd to obtain copies and updates of PAF from the Royal Mail Group Ltd both for its own use and to enhance its own products and services for sale to End Users which make use of PAF and to licence VAR’s Agents for the same purposes.

“**VAR’s Agent**” shall mean persons who obtain copies and updates of PAF from VARs both for their own use and to enhance their own products and services to supply to End Users.

“**End User**” shall mean the person entering into the Agreement of which this licence forms part with a VAR or VAR’s Agent.

“**User**” shall mean a PC or terminal within an End User’s organisation which has access to any part of the PAF data either directly or indirectly through a VAR or VAR’s Agent’s software routines.

“**Number of Users**” shall mean the number of workstations or terminals which can access PAF.

2. LICENCE

- 2.1. This Licence grants the End User the non-exclusive right to use extracts and derivatives from PAF, and updates to PAF provided to the End User by the VAR or VAR’s Agent (as the case may be).
- 2.2. The End User shall complete the PAF End User Registration Form attached to this Licence in Schedule 1 and return it to the VAR or VAR’s Agent within seven days of entering into this Agreement.

3. LIMIT ON END USER’S USE OF POSTCODE ADDRESS INFORMATION

- 3.1. The End User shall not at any time reproduce, publish, sell, let, lend or otherwise part with possession of PAF or relay or disseminate PAF but the End User may make one back up copy of each version of PAF for security purposes. The End User shall ensure that its employees, agents and sub-contractors comply with the terms of this Clause PROVIDED THAT nothing in this clause shall prevent the End User from using PAF to modify existing mailing list databases.
- 3.2. The End User shall upon reasonable notice grant the Royal Mail Group Ltd and its agents, reasonable accompanied access, upon prior notice, during working hours, to their premises, accounts and records relevant to this Licence for the purpose of verifying and monitoring the End User’s compliance with its obligations under this Licence.
- 3.3. The End User shall ensure that any changes to the Number of Users specified in Schedule 1 are notified to the VAR/VAR’s Agent and that the Number of Users does not exceed that permitted by the number and type of licences (described in Schedule 1) purchased by the End User.
- 3.4. The End User shall have a reasonable mechanism or process in place to ensure that the number of persons using the data concurrently does not exceed the number of Licences purchased.
- 3.5. The End User shall comply with all requirements of the Data Protection Act 1998 (“the Act”) relevant to its possession or use of PAF, and shall ensure that its use of PAF is not inconsistent with the registration of Royal Mail Group Ltd under the Act.

4. FEES

- 4.1. The End User shall pay to the VAR's Agent or the VAR (as the case may be) annual Licence fees as set out in Schedule 1, (PAF End User Licence Fees) in accordance with the time scales set out therein.
- 4.2. The PAF End User Licence Fees may be increased or decreased or the payments structure modified or amended, by Royal Mail Group Ltd giving notice to VARs (which VARs must communicate to VAR's Agents and End Users) provided that:
 - 4.2.1. Royal Mail Group Ltd shall give six month's notice of any straightforward increase or decrease and any such increase in prices shall not take place more than once in any year and the amount of any increase shall be limited to increases in the Retail Prices Index since the last occasion upon which the End User Licence Fees were increased;
 - 4.2.2. any modification or amendment of the pricing structure which is more than a straightforward increase or decrease in prices shall take place on no less than one year's notice;
 - 4.2.3. End User Licence Fees current at the time of Royal Mail Group Ltd Notice shall only be affected by the changes upon the next anniversary of the Agreement of which this Licence forms part, following the expiry of the Royal Mail Group Ltd Notice.

5. LIABILITY OF ROYAL MAIL GROUP LTD

- 5.1. The End User acknowledges that Royal Mail Group Ltd does not in any way warrant the accuracy or completeness of PAF and Royal Mail Group Ltd shall not be liable for any loss or damage (whether direct or indirect or consequential) howsoever arising out of or in connection with this Licence (or the Agreement of which it forms part) or its termination.
- 5.2. The End User acknowledges that Royal Mail Group Ltd is not liable in any way in respect of the services provided by the VAR or VAR's Agent (as the case may be) to the End User.
- 5.3. Even if the services provided to the End User by the VAR or the VAR's Agent are designated as Royal Mail approved, the End User acknowledges that Royal Mail Group Ltd gives no warranty that such services have been tested for use by any party or that such services will be suitable for or be capable of being used by any party.
- 5.4. The End User acknowledges that Royal Mail Group Ltd shall not be obliged in any circumstances to provide PAF or any related services direct to the End User.

6. PROPERTY RIGHTS IN PAF

- 6.1. PAF and the copyright in PAF are and shall remain the property of Royal Mail Group Ltd. This Licence shall not operate as an assignment of any copyright or any other intellectual property right that may subsist in PAF.
- 6.2. The End User shall not remove or tamper with any copyright notice attached to PAF.
- 6.3. The provisions of this Clause shall continue to operate after the termination of this Licence.

7. ASSIGNMENT

- 7.1. The End User shall not assign or sub-contract this Licence or any part of it.

8. TERMINATION

- 8.1. If any Agreement between Royal Mail Group Ltd and the VAR, or between the VAR or VAR's Agent and the End User (of which this Licence forms part), for the provision of PAF or services or products containing PAF is terminated, this Licence will automatically be terminated.
- 8.2. On termination of this Licence the End User shall either return to the VAR or VAR's Agent (as the case may be) all copies of PAF supplied to it under this Licence or the End User shall confirm in writing to the VAR or VAR's Agent that all PAF data, to the extent that it is capable of being deleted or destroyed, has been so deleted or destroyed.
- 8.3. This licence shall be terminated if the End User brings Royal Mail Group Ltd into disrepute.

9. LAW

- 9.1. This Licence shall be deemed to have been granted in England and shall be subject to English law. The parties agree to submit to the jurisdiction of the English courts.

SCHEDULE 1

PAF END USER REGISTRATION FORM

(Any changes to the information provided below must be immediately notified to the Contracts Manager at the Address Management Centre)

1. Company or Organisation name: _____
2. Company Reg No: _____
3. Registered Office/Principle place of business: _____
_____ Postcode: _____
4. Telephone No: _____ 5. Facsimile No _____
6. Contact Name: _____
Title Mr Mrs Miss Other (please specify): _____
Surname: _____
Forename: _____ Job Title: _____
7. Name of VAR or VAR's Agent (ie the name of the Company from whom you bought your product) BPH DATA LTD
8. User Details (ie site at which product is used, if different from above)
Name of User: Title Mr Mrs Miss Other (please specify) _____
Surname: _____
Forename: _____ Job Title: _____
Address of User: _____
_____ Postcode _____
Telephone No: _____ Facsimile No: _____
9. Please state if you are a Mailsort contract holder Yes No
10. Number of Users: _____ (See applicable fees as set out in 12)
11. Date of Agreement with VAR/VAR's Agent for the supply of products or services incorporating PAF: _____

SIGNED FOR AND ON BEHALF OF THE END-USER _____

12. The complete PAF file contains the following elements, which enable a Full Postal Address to be pulled together;

Premise elements: Organisation, Sub-building name, Building name, Building Number

Thoroughfare elements: Dependent thoroughfare name, Thoroughfare name

Locality elements: Double dependent locality, Dependent locality, Posttown, County
Postcode

Licence Fees – Valid from 1st September 2008 to 31st August 2009

Licence Fees are based on the level of PAF utilised by a VAR/End User and the number of users within the End Users organization.

* See definitions below

LEVEL OF PAF SUPPLIED	LICENCE TYPE	LICENCE FEE COMPLETE UK (p.a.)	LICENCE FEE PER POSTCODE AREA (p.a)
Full PAF (which comprises) - Premise elements - Thoroughfare elements - Locality elements - Postcode	Per User * System Licence * Multi system Licence	£85 £3,850 £11,550	£2 £40 £120
Thoroughfare PAF comprising Address details which are common to a postcode: - Thoroughfare elements - Locality elements - Postcode	Per User * System Licence * Multi system Licence	£32.50 £1,050 £3,150	£0.50 £10.00 £30.00
Locality PAF (which comprises) - Locality elements - Postcode	Per User * System Licence * Multi system Licence	£15 £300 £900	N/A
Postzon (which comprises) - Easting - Northing - Postcode - Local Authority Electoral Ward - NHS District Health Authority	Per User * System Licence * Multi system Licence	£50 £1,000 £3,000	£0.75 £15 £45
Part use of product (eg Postcode and OSGR only)		Price on application	Price on application

*** System Licence**

Where the End User is an individual organisation trading under one name, and PAF is resident upon a single piece of equipment to which 20 or more users are directly or indirectly connected; a System Licence is available as an alternative to paying per User. Amount payable per licence according to level of PAF supplied. Separate licences are required for each system (per level of PAF supplied) upon which PAF is housed (and to which satellite systems may be linked for access).

*** Multi System Licence**

Where the End User is an individual organisation trading under one name a Multi System Licence is available as an alternative to holding 3 or more System Licences per level of PAF supplied.

In the event that the End User has any number of hardware platforms with PAF resident on each (e.g. PC's) a separate Licence is required for each one, up to a maximum of 60. Amount payable according to the level of PAF supplied.

Time Scales

The first year's fee shall become payable within fourteen days of the date of the Agreement, of which this Licence forms part. Subsequent years' fees shall become payable by the End User on each anniversary of the Agreement.

NB: All fees quoted are costs per annum unless otherwise stated and are exclusive of VAT.

This PAF End User Registration Form should be completed and returned via the VAR or VAR's Agent (as the case may be) to the Royal Mail.

BPH DATA LTD, PARK HOUSE, ALBANY PARK, CAMBERLEY, SURREY GU16 7PW