



## Software as a Service

### GENERAL TERMS AND CONDITIONS

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

#### Acknowledgment by The Customer

The Customer acknowledges that:

- This Agreement governs the Customer's use of the Service.
- By installing, activating, copying or otherwise using the Service or Software Materials, or any part of them, the Customer agrees to the terms of this Agreement.
- If the Service or the Software Material is installed and/or activated by the Authorised Reseller for the Customer's use, then the Authorised Reseller and the Customer each confirm that the Customer has appointed the Authorised Reseller as its agent to confirm acceptance of this Agreement on its behalf, and the Customer agrees to be bound by this Agreement.

#### 1 DEFINITIONS & INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings:

"**Account Code**" means a unique code used to identify and manage a Customer's account.

"**Account Section**" means the Customer's account section made available to the Customer, or the Authorised Reseller on the Customer's behalf, on the GBG Website.

"**Appendices**" means the latest version of the special terms and conditions made available on the GBG Website (or otherwise made available by GBG upon request) and referred to as Appendices A to H, to the extent that each is applicable to the Service which shall form part of this Agreement where selected.

"**Authorised Reseller**" means an authorised reseller of GBG.

"**Business Days**" means days falling within Monday to Friday (excluding Public and Bank Holidays).

"**Business Hours**" means hours falling within 9am to 5.30pm UK time, during Business Days.

"**Confidential Information**" means any information relating to the business of the disclosing party which is not publicly available including, but not limited to, (i) Customer 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 any Service Output; (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.

"**Credit**" means a pre-paid credit purchased by the Customer from GBG, identified by GBG at the time of purchase as a 'credit'.

"**Customer**" means the organisation named as the 'Customer' or 'Business' or 'Company' in the registration form for use of the Service and Software Materials, the GBG Quote Sheet or this Agreement.

"**Customer Information**" means data and any other materials provided or otherwise made available to GBG by or on behalf of the Customer. This may include Personal Data on individuals such as the Customer's employees and customers.

"**Customer Cause**" means any of the following: (i) any improper use, misuse or unauthorised alteration of the Software or Service by the Customer; (ii) any use of the Software or Service by the Customer in a manner inconsistent with the then-current Documentation or GBG's instructions provided from time to time; (iii) the Customer's use of any hardware, software or data not provided by GBG or approved by GBG in writing for use by the Customer in connection with the Software or Service; or (iv) the use

of a non-current version or release of the Software.

"**Data**" means the data that is provided by GBG 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 Appendices.

"**Data Subject**" means a living individual about whom a Data Controller holds Personal Data. For the purposes of this Agreement, this may include an individual whose details are provided to GBG by the Customer as part of the Customer Information or whose details are contained within the Data.

"**Database**" means a third party database, access to the whole or part of which is made available to the Customer by GBG.

"**Documentation**" means the user documentation made available to the Customer by GBG, or the online support pages on the GBG Website.

"**Effective Date**" means the date that this Agreement comes into force, either when it is accepted by the Customer on-line (via the Authorised Reseller or otherwise) or is signed by both parties.

"**Emergency Maintenance**" means a Maintenance Event (as defined in paragraph 5 of SLA) which is undertaken on less than 5 days advance notice, or with no notice at all, which is necessary to: address a security issue; aim to prevent or address a Service disruption; aim to prevent data corruption or incorrect output from a Service; or comply with legislative requirements.

"**Enterprise Software**" means the software, databases and data made available by GBG to the Customer for the Customer's local installation and hosting, in order for the Customer to use the Service.

"**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.

"**Fault**" means any failure of the GBG Offering to operate in all material respects in accordance with its Documentation, including any failure or error with the GBG Offering referred to in the table in Paragraph 9.1 b of the SLA.

"**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, as defined by s1159 of the Companies Act 2006, as amended from time to time.

"**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 recognised in the future; and (iii) all applications, extensions and renewals to any such rights.

"**Licence Fee**" means a payment to GBG for use of the Service other than by way of a Credit or SLA Charge.

"**Licence Key**" means a licence key issued to the Customer to use the Service.

"**Licensor**" means a third party licensor of the Database or any of the Software Materials.

"**Monthly Recurring Fee**" means 1/12 of the current Year's Subscription Fees paid by the Customer or, if the Customer has not paid any Subscription Fees during that Year, 1/12 of the current Year's Subscription Fees which have been agreed to be paid by the Customer during that Year.

"**Out Of Scope Support**" means any services: (i) (including any investigation work) performed by GBG in connection with any apparent problem regarding the Service reasonably determined by GBG: (a) not to have been caused by a Fault; or

(b) to have been caused by a Customer Cause or a cause outside the GBG's control; (ii) relating to issues with software and data which do not form part of the GBG Offering; (iii) relating to issues hofter.

"**Password**" means the password selected by the Customer (or on its behalf by the Authorised Reseller) to use the Service.

"**GBG Offering**" means that part of the Software Materials and Service which is owned and developed by GBG or its group companies, but excluding (i) the Database; and (ii) any third party data, software, materials, services, or documentation (including third party software, data, documentation, materials and services provided, made available or owned by the Authorised Reseller).

"**GBG Quote Sheet**" means a document issued by GBG to the Customer headed 'Quote', which is intended by GBG to be binding with regard to pricing or the types of services which are to be offered (but excludes any separate sales proposal documentation, whether attached or not to the 'Quote').

"**GBG Website**" means any websites operated by GBG offering software or services, including that with the url of: [www.GBGpredict.co.uk](http://www.GBGpredict.co.uk)

"**Permitted User**" means anyone who has been given access to the Service by the Customer in accordance with the terms of this Agreement, subject to any restrictions on the number of Permitted Users.

"**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.

"**Premium Service**" means the additional arrangements referred to in the SLA.

"**Privacy and Data Protection Requirements**" means the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction.

"**Schedule 1**" means the Service Level Agreement which applies where the Customer purchases GBG's Premium Service.

"**Service**" means the online service made available, or agreed to be made available, by GBG to the Customer pursuant to this Agreement (excluding the Premium Service).

"**Service Output**" means any output response including any information and Data generated by the Service.

"**SLA**" means the document shown in Schedule 1, if applicable.

"**SLA Charge**" means the annual fee for the Premium Service.

"**SLA Report**" means the Uptime Service Level report shown at [www.GBGpredict.co.uk/status](http://www.GBGpredict.co.uk/status)

"**Software**" means the software (including any Enterprise Software) and data (including the relevant Databases) made available by or on behalf of GBG, which enable the Customer to access or use the Service; including any updates made available to the Customer from time to time by or on behalf of GBG. 'Software' excludes any software, data or databases provided by the Authorised Reseller under a separate contract between the Customer and the Authorised Reseller.

"**Software Materials**" means the Software and the Documentation.

"**Subscription Fee**" means a payment by the Customer for use of the respective Service for the respective Subscription Period, consisting of Credits and/or Licence Fees.

"**Subscription Period**" means the period during which the Customer may use the respective Service, as determined by the payment made to the GBG in respect of such Service.

"**Supplier**" means GBG or, if the Customer is obtaining access to the

with hardware or networks which are not under the direct control of GBG or the GBG

Service via an Authorised Reseller, the Authorised Reseller.

"**Support Period**" means the 12 month period commencing on the date that GBG accepts the Customer's election (initially, and then on any agreed renewal) to have the Premium Service.

"**Support Request**" means a request for support made by the Customer in accordance with the SLA.

"**Support Services**" means maintenance of the then-current version or release of the Services, including help desk support, but excluding: (i) Out Of Scope Support; and (ii) support relating to issues inherent in the Licensors' Software Materials.

"**Third Party Contracts**" means the Third Party Licences and Third Party EULAs.

"**Third Party EULAs**" means the material terms of the third party end user licences which are in force from time to time (as set out in the Appendices) and which are stated as being applicable to the Customer's use of the Software Materials and/or Service.

"**Third Party Licences**" means the material terms of the third party licences which are in force from time to time (as set out in the Appendices, as applicable) and which are imposed by the Licensors on GBG in respect of the Software Materials and/or Service.

"**Year**" means a period of 12 months commencing on the Effective Date or an anniversary of the Effective Date.

- 1.2 The headings contained in this Agreement are for convenience only and shall not affect any interpretation.
- 1.3 References to "person" includes an individual, company, firm, partnership or other legal entity.
- 1.4 Words indicating the singular shall include the plural and vice versa. Words indicating a gender shall include each gender.
- 1.5 The words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation".
- 1.6 References to any statute or statutory provision shall include any subordinate legislation made under it, and any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
- 1.7 All sums payable hereunder are expressed exclusive of VAT which shall be added if appropriate at the rate prevailing at the relevant tax point.
- 1.8 To the extent of any conflict or ambiguity between the provisions of the Agreement and/or the Third Party Contracts, the decreasing order of precedence shall be:
  - (a) the provisions of the Third Party Contracts; then
  - (b) any variations to the Agreement agreed between the parties in writing (provided that such variations expressly refer to this Agreement); then
  - (c) the provisions of the Agreement (other than the Schedule and Third Party Contracts); and then
  - (d) the provisions of the Schedule.

## 2 SUBSCRIPTION

- 2.1 GBG grants to the Customer the non-exclusive, non-transferable licence for the Subscription Period to use the Service, subject to the provisions of this Agreement. The Customer is responsible for licensing the correct number of users that will access the Service.
- 2.2 The Service may only be used by the Customer to capture, cleanse and enhance Customer Information for the purpose of updating and/or verifying the Customer Information and/or making contact with a Data Subject within the Customer Information.
- 2.3 The Customer must not use the Service for the purposes of identifying Data Subjects where the Customer does not have the

relevant permission or consent from the Data Subject in accordance with the Privacy and Data Protection Requirements.

2.4 Except to the extent expressly permitted by law or agreed in writing by GBG, the Customer is prohibited from:

- (a) re-selling (whether for free or by charging) the Service Output or Service;
- (b) copying the Software Materials or any part (although the Customer may make a copy of the Software (and any Documentation provided electronically) for back-up purposes only);
- (c) copying, storing, translating, adapting, varying, transmitting, distributing or modifying the Software Materials or Services;
- (d) disassembling, decompiling or reverse engineering the Software.

2.5 The Customer may not (except to the extent expressly permitted by law or agreed in writing by GBG or in Third Party Contracts):

- (a) use the Service to provide any software or a service which competes with the Software Materials or Service;
- (b) undertake any data cleansing activities unless expressly permitted by the respective Third Party Contracts.

2.6 GBG and its third party licensors retain title to the Software Materials. No intellectual property rights are transferred pursuant to this Agreement other than the licence to use the Software Materials and Service.

2.7 Subscription Fees can be paid using a Credit and/or Licence Fee, as communicated by GBG in respect of the relevant Service.

2.8 A Service is only accessible for the Subscription Period reflecting the level of Subscription Fee paid. No Service is available on a perpetual basis.

2.9 The Services may include use of third party software and services which are governed by Third Party Licences and Third Party EULA's. The terms of these Third Party Contracts are in the Appendices. The Customer confirms that it has read, agrees to, and shall be bound by the terms of the applicable Third Party Contracts and will observe those provisions in any applicable Third Party Contracts relating to the Services. Further the Customer represents and warrants that it has the capacity, power and authority to enter into and agree to the Third Party Contracts.

2.10 The Customer agrees that by requesting access to any third party software or data which is subject to a Third Party EULA, the Customer shall be bound by such Third Party EULA's (where this is the intention of the Third Party EULA), and the Licensor will have rights and remedies against the Customer pursuant to this Agreement and the Third Party EULA. Where GBG receives a claim for losses incurred by a Licensor owing to the Customer's acts or omissions, GBG reserves the right to recover such losses as claimed by a Licensor, from the Customer.

2.11 By receiving the applicable Services in Appendices, the Customer is deemed to enter into the relevant Third Party EULA. The Customer represents and warrants that it will not make any statement/promise in respect of any Licensor, and that it has not relied on any statement/promise from a Licensor to obtain any part of the Service, other than expressly set out in the Appendices. Where the Customer enters into a Third Party EULA, it will bring any claims in respect of the third party software and data against the Licensor pursuant to the Third Party EULA and not against GBG.

### 3 ENTERPRISE SOFTWARE

3.1 In relation to Enterprise Software, the Customer:

- (a) must obtain GBG's prior written approval (not to be unreasonably withheld) if it requires Enterprise Software to be hosted by the Customer's third party (the "Customer

Hoster"). If GBG gives such approval, the Customer must ensure that the Customer Hoster complies with the same obligations in respect of the Enterprise Software (other than payment obligations, which will reside solely with the Customer);

- (b) will maintain accurate and up-to-date records of the number and location of all copies of the Enterprise Software, which will be made available upon request to GBG, the Authorised Reseller and/or the Licensors;
- (c) will host the Enterprise Software in an environment which complies with GBG's minimum specification requirements, as notified from time to time by GBG;
- (d) will be responsible for all installation, maintenance and configuration of the Enterprise Software and the Customer's infrastructure (and will put in place equivalent measures with the Customer Hoster);
- (e) agrees the SLA will not apply in respect of any issues arising from the local hosting, installation, configuration or maintenance of the Enterprise Software;
- (f) will promptly apply any updates made available from time to time by GBG.

### 4 ASSURANCES

4.1 GBG agrees that during the Subscription Period it is licensed to provide access to the Software Materials and Services to the Customer and subject to Clause 4.19 a) it will:

- (a) use anti-virus scanning measures in respect of the Software when it makes such Software available as part of the Service;
- (b) use reasonable endeavours to allow access to the respective Service during the Subscription Period, subject to any maintenance or matters outside GBG's reasonable control.

4.2 The Customer agrees that:

- (a) subject to Clause 4.4, software and data are not error-free and the existence of such errors in the Software, Service or Service Output shall not constitute a breach of this Agreement;
- (b) where the software integration code made available by GBG is provided free of charge, it is provided on an 'as is' basis, without any assurance (including any warranty) whatsoever, and no assurance whatsoever is provided in respect of its suitability, performance, functionality, quality or otherwise. The Customer's sole and exclusive remedy is to cease using such code;
- (c) where the software integration code made available by GBG is provided on a chargeable basis, it is provided solely on the basis that it will materially comply with its stated description on the GBG Website. If such software integration code fails to materially comply with such description, the Customer will inform GBG in writing within 7 days of paying the software integration code licence fee, and if GBG is unable to remedy the issue within 30 days of receiving such notification, the Customer's sole and exclusive remedy is a refund of the software integration code charges which the Customer paid to GBG (and use of such software integration code will terminate from the date of such refund);
- (d) if any third party updates its software or platform, which causes an issue in respect of the Software or Service, the Customer accepts that this is not an issue with the Software or Service itself, nor a breach by GBG of its obligations under this Agreement.

4.3 The Customer acknowledges that the Database contains third party data and accordingly is provided on an 'as is' basis, and (to the extent permitted by law) no assurance in respect of it is provided.

4.4 GBG warrants for the Subscription Period that the GBG Offering will materially function in accordance with its Documentation. If the Customer notifies GBG of a non-compliance, GBG shall use reasonable endeavours to correct and provide within a reasonable time by patch or new release (at its option) that part of the GBG Offering which does not so comply, provided that such non-compliance has not been caused by:

- (a) any modification, variation, configuration or addition to the

- Software or Service not performed by GBG;
- (b) its incorrect use, abuse or corruption of the Software or Service by the Customer or its third parties;
  - (c) use of the Software or Service with other software, data or equipment with which it is incompatible (unless the respective software, data or equipment is expressly stated by GBG in its Documentation or otherwise in writing to be compatible); or
  - (d) as a result of third party updates referred to in Clause 4.2 (d).
- 4.5 GBG shall not be responsible for the decisions that the Customer makes as a result of the information, Service or Data that GBG provides to the Customer under this Agreement.
- 4.6 Each party warrants that it will comply with their respective obligations under the Privacy and Data Protection Requirements..
- 4.7 Where the Customer provides any Personal Data to GBG, the Customer shall act as data controller and GBG shall act as data processor, and GBG agrees:
- (a) to implement appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data,
  - (b) for the duration of this Agreement, to process such Personal Data as may be provided to GBG strictly for the purpose of performing its obligations under this Agreement;
  - (c) to comply with the Customer's instructions in relation to the processing of that Personal Data, ,
  - (d) to ensure that all GBG personnel who access that Personal Data are subject to confidentiality obligations, and
  - (e) where an individual exercises his or her right under any laws in respect of Personal Data processed by GBG on the Customer's behalf or where the Customer is required to deal or comply with any assessment, enquiry, notice or investigation by any regulatory or legal body, provide reasonable assistance to the Customer to enable it to comply with its legal which arise as a result of the exercise of such rights or as a result of such assessment, enquiry, notice or investigation.
- 4.8 The Customer acknowledges and agrees that it is responsible for:
- (a) obtaining the informed consent (permission) of any Data Subjects whose Personal Data is provided to GBG as part of the Customer Information prior to the use of the Service which complies with the Privacy and Data Protection Regulations and is sufficient to allow GBG to access, use, store, transfer and process the Data Subject's Personal Data in accordance with the terms of this Agreement.
  - (b) creating and maintaining an audit trail of all informed consents received from each individual Data Subject under clause 4.8(a) above.
- 4.9 The consent wording must also include reference to the fact that, where appropriate and relevant for the provision of the Service, Personal Data will be transferred outside the European Economic Area ("EEA") in order to perform identity verification or checking and that those countries outside the EEA may not have protections in place for personal data as extensive as those within the EEA.
- 4.10 As the Customer's Data Processor (or otherwise) GBG relies on its Customers for direction as to the extent to which it is entitled to process any Personal Data provided to it by the Customer. Consequently, GBG will not be liable for any claim brought by an individual (whose Personal Data is provided to GBG by the Customer) arising from the processing of Personal Data undertaken by GBG in accordance with instructions given to it by the Customer or in the provision of the Service in accordance with the terms of this Agreement.
- 4.11 In the event that GBG has been required to deal with a Data Subject as a result of a decision that the Customer has made regarding such Data Subject and GBG is not at fault, the Customer will be charged on a time and materials basis for the cost incurred in dealing with such Data Subject.
- 4.12 By submitting data for verification under the Service, the Customer grants GBG a non-exclusive, royalty-free, worldwide, irrevocable and perpetual licence to retain, store, use, copy and disclose such Customer Information solely: (a) in connection with the provision of the Service and to carry out its obligations under this Agreement; (b) for GBG's internal purposes; (c) to protect the operation of the Services; (d) to create aggregated, anonymised data, including for usage statistics; and (e) to satisfy applicable legal, accounting or regulatory requirements.
- 4.13 Each party agrees to maintain the confidentiality of the other party's Confidential Information and shall not disclose to any third party unless permitted under this Agreement.
- 4.14 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,
- 4.15 Each party may disclose the other party's Confidential Information:
- (a) 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 4; and
  - (b) as may be required by law, court order or any governmental or regulatory authority;
- 4.16 For the purposes of clause 4.15, Confidential Information shall not include information which:
- (a) is or becomes generally available to the public (other than through a breach of this Agreement);
  - (b) is lawfully in the possession of the other Party before the disclosure under this Agreement took place;
  - (c) is obtained from a third party who is free to disclose it; or
  - (d) the Parties agree in writing is not confidential or may be disclosed.
- 4.17 Notwithstanding the terms of this clause 4, once the Agreement has been signed by both parties, GBG may issue a press release (or if GBG wishes, another form of public communication) relating to the parties' entry into this Agreement.
- 4.18 Further, the Customer agrees that GBG may use the Customer's company and trading name(s) and logo in its online and printed sales and marketing material strictly for the purpose of identifying the Customer as a customer of GBG.
- 4.19 The Customer will:
- (a) comply with the terms of this Agreement including all applicable Appendices;
  - (b) only access the Software and Service as permitted by GBG and shall not attempt at any time to circumvent system security or access the source software or compiled code.
  - (c) maintain daily back-up and disaster recovery measures in respect of its and its third parties' (where third parties are permitted by GBG) systems and data with which the Software Materials or Services are used, and reasonable firewall and virus prevention measures;
  - (d) ensure that the Customer's technical implementation to use the Services avoids binding to a single datacentre and instead uses the standard GBG load balanced service;
  - (e) (where the use of the data or services relates to Royal Mail) only use the services in accordance with the use which has been authorised for the respective services (to which different charges may apply), and the Customer must ensure that it has selected the correct licensing use option corresponding to its intended use by the Customer. If the Customer does not select the correct licensing option, then the Customer will also make the additional payments



- (f) use the Services only for the purposes agreed in writing with GBG on any GBG Quote Sheet (and allow GBG to block any Service use where such use is not in accordance with the GBG Quote Sheet);
- (g) not undertake any act or omission, or use or otherwise make available the Software Materials or Service in a way which causes GBG to breach the Third Party Licences;
- (h) not allow any third party who is not authorised by this Agreement to access the Software Materials or Services.

4.20 The Customer 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 Customer and its use of the Service including those which relate to the provision of Customer Information.

4.21 The Customer 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 Appendices.

4.22 Without prejudice to GBG's and the Licensors' additional rights and remedies, if the Customer fails to comply with Clause 4.19 c), e) or f), it will immediately upon request pay to GBG such amount as is required by the Licensors to be paid by GBG for the Customer's non-compliance.

## 5 INTELLECTUAL PROPERTY RIGHTS

5.1 The Customer acknowledges that all Intellectual Property Rights in the Service and the Output Materials belong and shall continue to belong to GBG and/or GBG's third party suppliers. GBG grants a non-transferable licence to the Customer to use the Service and Output Material in accordance with the terms of this Agreement.

5.2 If any third party makes or threatens to make a claim against GBG, the Customer or one of GBG's third party suppliers that the use of the Service and/or Service Output or part thereof infringes any third party's Intellectual Property Rights, GBG shall be entitled to do one or more of the following: -

- (a) suspend any part of the Service that is subject to the infringement claim made by the third party;
- (b) 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;
- (c) terminate the Agreement upon written notice to the Customer;

5.3 GBG will indemnify the Customer against all liabilities, costs, expenses, damages and losses incurred by the Customer as a direct result of any third party making or threatening to make a claim against the Customer that the Customer'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 Customer:

- (a) notifies GBG promptly in writing of any Claim;
- (b) makes no admission or compromise relating to the Claim or otherwise prejudice GBG's defence of such Claim;
- (c) allows GBG to conduct all negotiations and proceedings in relation to the Claim; and
- (d) gives GBG all reasonable assistance in doing so (GBG will pay the Customer's reasonable expenses for such assistance).

5.4 The indemnity in clause 5.3 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 have not supplied pursuant to this Agreement or to Claims caused by designs or specifications made by the Customer, or on the Customer's behalf.

5.5 The Customer warrants that:

- (a) it will not use or exploit the Intellectual Property Rights in the Service or Service Output or permit others to use or exploit the Intellectual Property Rights in the Service or Service

Output outside of the terms of the licence granted to the Customer in clause 5.1 of this Agreement;

- (b) the use of the Service in conjunction with any software, equipment, materials and/or services (which are not supplied by GBG) will not infringe the rights of any third party; and
- (c) GBG's compliance with any designs or specifications provided by the Customer, or on the Customer's behalf will not infringe the rights of any third party.

## 6 CHARGES AND PAYMENT

6.1 The charges for the Services are set out on the GBG Website (updated from time to time) or, if different, in a GBG Quote Sheet or on a GBG written request for payment.

6.2 The charges for the services are Subscription Fees (for access to the respective Services) and the SLA Charge (for the Premium Service).

6.3 The Customer authorises GBG (or the Authorised Reseller at GBG's discretion) to take payment from the Customer by the relevant due date if the auto-top up payment option has been set up for the Customer. The amount of a top up or an auto-top up is deemed to be a new Credit. Payments for the respective Service will be automatically debited to the respective credit or debit card (details of which are provided as part of the registration process or updated in the Account Section by the Customer from time to time).

6.4 Without prejudice to GBG's rights and remedies, if the Customer fails to make any payments on time, GBG may:

- (a) charge the Customer interest in accordance with the applicable statutory provisions; and/or
- (b) suspend and/or terminate any of the Customer's Services and/or Premium Service.

6.5 GBG may vary the charges payable under this Agreement by giving reasonable notice to the Customer. The Customer agrees that once it is informed of an increase in charges and the date they will become effective (the "New Charges Date"), it will be deemed to accept such new charges if it continues to use the Service or Premium Service affected by the new charges after the New Charges Date.

6.6 Credits have an expiry date, following which any unused Credit will no longer be usable, nor will it be refunded. A Credit is valid for a maximum period of twelve months from the date of purchasing the respective Credit or (if earlier) until the Credit has been fully expended to purchase one or more Services.

6.7 Each auto-top-up, or a top-up applied to an existing Credit, is deemed to be a new Credit reflecting the amount of the top-up or auto-top-up.

6.8 Credit is not transferrable to third parties, nor may it be used for the benefit of third parties by the Customer.

6.9 Except as expressly stated in this Agreement, no refunds are available in respect of any Credit or other charges.

## 7 THE SERVICE

7.1 Once the Customer's request to use the Services is accepted by GBG, the Customer will receive a unique Account Code.

7.2 The Customer confirms that all information it provides will be accurate and complete. If the information becomes inaccurate, incomplete or misleading any time thereafter, the Customer will promptly update its details in the Account Section. The Customer will promptly notify GBG in writing if it ceases to use, or changes, its Authorised Reseller.

7.3 The Customer acknowledges that any failure to comply with Clause 7.2 may result in GBG exercising its rights pursuant to Clause 10.5.

7.4 The Service and Software Materials are provided solely for the Customer's own internal use. The Customer may not resell or attempt to resell the Service Output, or market or otherwise

distribute the Software Materials or Service without GBG's express written permission.

- 7.5 GBG reserves the right to check the URL of the Customer's website which is using the Service to assist it in determining whether the Service is being used in accordance with this Agreement.
- 7.6 The Customer agrees to provide reasonable access to its premises, facilities and personnel (where specifically requested by the Licensors) and reasonable information to allow GBG or the Licensors to verify that the Customer is using the Software Materials and Service in accordance with this Agreement and the Licensors' requirements. The Customer expressly consents to GBG disclosing information about the Customer's identity and its use of the Software Materials and Service to the Licensors (and in the case of any data services using data from Ordnance Survey, the disclosure requirement would extend to Royal Mail Group plc), and for the respective Licensors to contact the Customer in relation to the Customer's use of the Licensor's licensed data, software and other materials.
- 7.7 GBG (acting reasonably) reserves the right to vary the technical specifications of the Software and Service at any time, or change Account Codes, Licence Keys or Passwords, giving the Customer prior reasonable notice where such changes will materially adversely affect the Customer.
- 7.8 The Customer shall ensure that any Customer service, application or other system that relies on use of the Software or Service for data entry or data look-up also has a reasonable alternative means for a user to manually input data in the event that the Software and/or Service is unavailable.
- 7.9 Where the Customer's use of the Service exceeds a sustained 100 requests per second for 2 minutes or more without GBG's prior written consent, GBG shall be entitled to take reasonable steps (including throttling or blocking the Customer's use of the Service) in order to protect GBG's infrastructure and GBG's other customers' usage.
- 7.10 GBG provides enhanced support services via the Premium Service. If the Customer elects the Premium Service, it will pay the respective SLA Charge and the additional provisions in the SLA will apply.
- 7.11 GBG will not be liable for any support nor Service availability issues unless the Customer elects the Premium Service and pays the SLA Charge.
- 7.12 If the Customer does not have a valid Subscription Period (for which it has paid the respective Subscription Fees) which is at least equal to the period covered by the Premium Service, no refund will be provided in respect of the Premium Service.

## **8 PASSWORD SECURITY AND RESPONSIBILITY FOR UNAUTHORISED USE**

- 8.1 The Customer shall maintain the confidentiality and security of its Passwords and any Account Code and Licence Keys disclosed to it.
- 8.2 The Customer shall take all necessary steps to ensure that the Account Code, Licence Key or Password are kept confidential, secure, are used properly and are not disclosed to any unauthorised parties. The Customer is responsible for all transactions undertaken using the Account Code, Licence Key or Password, subject to the provisions of this Clause 8.2 in respect of unauthorised transactions. Any unauthorised transactions must be promptly reported to GBG and, unless such transactions have occurred due to the wrongful acts of GBG, the Customer accepts full responsibility and liability for such transactions.

## **9 LIABILITY**

- 9.1 Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury resulting from its negligence; fraud; fraudulent misrepresentation; and any liability which may not be lawfully limited or excluded.
- 9.2 Nothing in this Agreement shall limit or exclude the Customer's liability in respect of:
- (a) non-payment of the fees and charges (including any interest) arising under this Agreement,
  - (b) any infringement by the Customer of GBG's or a Licensor's Intellectual Property Rights,
  - (c) clause 4.12 to 4.22 (Confidentiality);
  - (d) clause 4.6 to 4.12 (Data Protection) or
  - (e) any failure by the Customer to comply with the Third Party Contracts.

- 9.3 Except in relation to those liabilities set out in Clauses 9.1 and 9.2, neither party shall be liable for:
- (a) consequential, special, incidental or indirect losses, or
  - (b) any loss of profits; loss of turnover; loss of sales; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; loss of reputation; stock exchange related losses;

in each case whether such losses arise under contract, statute, tort (including negligence), or otherwise.

- 9.4 GBG shall not be liable:

- (a) in respect of any loss suffered or liability incurred by the Customer as a result of using any Software, Documentation, Database or Services that are expressly stated as being provided on an 'as is' basis,
- (b) in respect of any loss suffered or liability incurred by the Customer as a result of the Customer's failure to comply with Clause 7.8,
- (c) for any Service availability issues if the Customer does not elect to take the Premium Service, nor
- (d) for any claim which is not brought against GBG within 12 months following the earlier of: (1) when the event giving rise to the cause of action arose; and (2) termination of the Agreement.

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

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

Consequently, the Customer 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.

- 9.6 Where the Customer purchases the Premium Service, GBG's liability for Service availability issues and in relation to the Support Services shall be subject to the limitations set out in the SLA.

- 9.7 Subject to the provisions of Clause 9.1 and 9.2 above, the aggregate liability of each party for all claims arising under or in connection with this Agreement (whether arising under contract, tort (including, without limitation, negligence), misrepresentation or otherwise shall be limited to either the fees and charges payable in the 12 months preceding the breach or £5,000, whichever is the greater. Any amount spent from a Credit (whether in the same Year or otherwise) will not constitute a fee or charge for the purpose of this Clause.

## **10 DURATION, TERMINATION AND SUSPENSION**

- 10.1 The Agreement will commence on the Effective Date and continue for 1 (one) year ("Initial Term"). At the expiration of the Initial Term

the Agreement will automatically renew for successive 1 (one) year periods (each a "Renewal Term" and collectively with Initial Term, "Term") unless earlier terminated pursuant to the provisions of this Agreement or a party provides the other party with notice that it does not want to renew at least 90 (ninety) days prior to the expiration of the then current Term.

- 10.2 The licences to use the respective Services and/or any Software Materials granted pursuant to this Agreement will be valid until the earliest of:
  - (a) expiry of the Subscription Period;
  - (b) (where use is granted subject to Credit), such Credit expires through time or use;
  - (c) expiry of the period specified in the Account Section or invoice (or otherwise agreed between the parties in writing); or
  - (d) the termination of the Agreement.
- 10.3 GBG (acting reasonably) may temporarily suspend the Service and/or making available any of the Software Materials for emergency or urgent operational reasons, but where reasonably practicable, it will give the Customer advance warning of such suspension.
- 10.4 If GBG reasonably believes that the Customer's abnormal use of the Service or Software Materials is impairing the Service's performance or resulting in abnormal Credit consumption, GBG may suspend the Customer's access until the cause of the impairment has been resolved.
- 10.5 Without prejudice to Clause 6.4, GBG may suspend or terminate this Agreement immediately without notice if the Customer fails to comply with any material provision of this Agreement or GBG, acting reasonably, suspects that the Customer has committed a material breach of any term of this Agreement. Termination of the Agreement in such circumstances will not entitle the Customer to any refund.
- 10.6 Any suspension of this Agreement pursuant to Clauses 10.4 or 10.5 will not affect the Customer's liability to continue paying the relevant charges for the suspended Service or Premium Service, nor will it extend the respective Subscription Period in respect of any Credit.
- 10.7 GBG may terminate the Agreement (in whole or in part, including for the avoidance of doubt, a part of the Service such as Addressing and Geocoding for example) immediately upon notice to the Customer at any time, if:
  - (a) GBG cannot provide the Service or Software Materials (in whole or in part) due to acts or omissions of the Licensors;
  - (b) any of the Third Party Contracts terminate for any reason or the Licensors vary their terms and conditions, requirements, or pricing in a manner which adversely affects GBG or the Customer;
  - (c) required by a Licensors owing to the use made of the Service, or relevant part, by the Customer, or legislation affecting the Licensors' ability to provide the relevant part of the Service;
  - (d) a Licensors claims that the use of the Database or the Software Materials in the manner in which they are being used by GBG or the Customer is not permitted; or
  - (e) the Customer brings GBG or the Licensors into disrepute.
- 10.8 Without prejudice to Clauses 10.7 and 10.10, either party may terminate the Agreement for convenience on at least 90 days' notice to the other party at any time, with such termination to take effect on the next anniversary of the Agreement.
- 10.9 The respective Third Party EULA will automatically terminate with immediate effect if the corresponding Third Party Licence is terminated, and consequently the Service (including the Premium Service if applicable) which was subject to such Third Party Contracts will also automatically terminate immediately, save where specified otherwise in the Appendices, as applicable. GBG will provide prompt notice of such event to the Customer.

- 10.10 GBG may terminate the Agreement in whole or in part at any time upon written notice (such termination being effective on the date specified in the notice) where such termination is necessary for GBG to comply with the Third Party Licences. In such circumstances, where applicable.
- 10.11 The Customer may terminate the Agreement with immediate effect, if GBG is in material breach of this Agreement. However, where such breach is capable of remedy, the Customer must provide GBG with at least 30 days written notice requiring GBG to remedy the breach, and the Customer may only terminate the Agreement if GBG does not remedy the breach within this time period.
- 10.12 Either party may terminate the Agreement immediately by notice to the other if the other party is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act) as they fall due or otherwise becomes insolvent, or a similar analogous event occurs;
- 10.13 Suspension or terminations which are attributable to the wrongful actions of the Customer and Events of Force Majeure will not constitute downtime in calculating the Uptime Service Level in respect of the SLA, and will not give rise to any Service Credits, payments or other remedies to the Customer.
- 10.14 When this Agreement terminates, the Customer will:
  - (a) cease using the Software and/or 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 fees due for the Service, whether such request was made before or after termination of this Agreement.
- 10.15 On termination, 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.
- 10.16 Termination of the Agreement is without prejudice to both parties' accrued rights and remedies. The provisions of this Agreement which are expressed to, or intended to, survive termination shall continue in full force and effect. Within 7 days after the termination of this Agreement, or termination of GBG's obligation to make available any part of the Software Materials or Service for whatever reason, Customer agrees to destroy or return the Software Materials and all of GBG's software which uses Ordnance Survey Data (including all copies) in respect of which this Agreement has been terminated (in whole or in part), in the reasonable manner directed by GBG, and where requested, certify in writing to GBG that this has been completed.

## **11 DISPUTE RESOLUTION**

- 11.1 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 11, 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 and the Customer shall attempt in good faith to resolve the Dispute;
  - (b) if the authorised representatives of GBG and the Customer 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 and the Customer who shall attempt in good faith to resolve the matter; and
  - (c) if the senior officers of GBG and the Customer 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

refer the Dispute to the courts of England and Wales in accordance with clause 21.2 of this Agreement.

- 11.2 Notwithstanding clause 11.1 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.

## **12 NON-SOLICITATION**

- 12.1 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.
- 12.2 If either party breaches clause 12.1 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 12.

## **13 FORCE MAJEURE**

- 13.1 If a party is prevented from complying with its obligations due to an Event of Force Majeure, it shall not be in breach of this Agreement nor liable to the other party for any failure or delay in performance of its obligations due to such Event of Force Majeure.
- 13.2 If an Event of Force Majeure continues for a period of more than three consecutive months, then the party not effected may terminate this Agreement. Both parties acknowledge that there will be no compensation due from either party to the other for termination in such circumstances

## **14 ASSIGNMENT AND SUBCONTRACTING**

- 14.1 The Customer may not assign or subcontract its obligations and/or this Agreement (whether in whole or in part) without GBG's prior written consent (such consent not to be unreasonably withheld).
- 14.2 GBG will inform the Customer if its assigns (in whole or in part) any or all of its obligations under this Agreement.

## **15 3RD PARTIES & CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 15.1 Save for the Licensors, a person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.

## **16 VARIATIONS**

- 16.1 No purported alteration or variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is duly executed by each of the parties to this Agreement.

## **17 INDUCEMENT**

- 17.1 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 SEVERABILITY**

- 18.1 If at any time any part of this Agreement becomes void or unenforceable under any applicable law it shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue unaffected.

## **19 WAIVER**

- 19.1 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.

## **20 ENTIRE AGREEMENT**

- 20.1 This Agreement, together with the documents referred to in it, contains the entire agreement between the parties with respect to the subject matter in it and as of the Effective Date supersedes all prior oral and written agreements, arrangements, communications and representations.
- 20.2 Except as expressly stated in this Agreement, all implied terms, conditions and warranties (whether implied by statute, common law or otherwise) are excluded to the maximum extent permitted by law.

## **21 LAW AND JURISDICTION**

- 21.1 Both parties warrant that they each have the right, authority and capacity to enter and be bound by the terms of this Agreement
- 21.2 This Agreement and any dispute or claim arising in connection with it shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts, save that GBG may elect to bring proceedings against the Customer in the courts of any jurisdiction where the Customer or any of the Customer's property or assets may be found or located.

## **22 NOTICES & PRIVACY POLICY**

- 22.1 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 at its registered office address and marked for the attention of the Company Secretary,
  - (b) to the Customer at the address to which the Customer asks GBG to send the GBG Quote Sheet or the Customer's registered office address (in the case of a corporate body).
- 22.2 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 clause 22.1;
  - (b) if sent by first class post, two Business Days after the date of posting.
- 22.3 This clause does not apply to the service of any proceedings or other documents in any legal action.
- 22.4 The Customer agrees that GBG and the Licensors may use the information gained pursuant to this Agreement in accordance with GBG's Privacy Policy (available from the GBG Website).



The above terms were agreed by:

\_\_\_\_\_  
Signed for and on behalf of **Customer**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signed for and on behalf of **GB Group plc**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position



## Software as a Service ADDITIONAL TERMS

This section only applies if the Quote Sheet 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 – ADDRESSING AND GEOCODING

#### THIRD PARTY LICENSORS AND END USER TERMS ("Conditions")

##### 1. DEFINITIONS AND INTERPRETATION

1.1. In these terms and conditions, unless the context clearly indicates otherwise

"Data" mean text, graphics, audio/visual material, database or multimedia content relating to traffic, road geometry and street names, house numbers, latitude and longitude of individual addresses, and other map attributes;

"Data Protection Laws" mean the statutes, regulations, codes, guidance and common law as applicable to the parties (or any of them) relating to the collection, use, storage or disclosure of information about an identifiable individual;

"Losses" mean all losses, damages, liabilities, costs, expenses, fines and penalties (including without limitation legal fees and costs);

"Third Party Contracts" means the Third Party Licences and Third Party EULAs.

"Third Party EULAs" means the material terms of the third party end user licences which are in force from time to time (as set out in the Appendices) and which are stated as being applicable to the Client's use of the Software Materials and/or Service.

"Third Party Licences" means the material terms of the third party licences which are in force from time to time (as set out in the Appendices, as applicable) and which are imposed by the Licensors on GBG in respect of the Software Materials and/or Service.

"We/us/our" means the relevant third party provider or licensor (and not GBG);

"You/End User/your" means the end user who has entered into a contract with GBG for the provision of certain addressing and geocoding services.

##### 2. LICENCE

2.1. You will have a limited, non-exclusive, non-transferable, non-sublicenseable right to use the applicable services, Data and any of our proprietary software only in conjunction with receipt of the addressing and geocoding services application ("Services"), for your own internal business use.

2.2. You will not (and will not allow others) to: (a) copy, reverse engineer, decompile, or disassemble the Services; (b) market, sell, sublicense, rent, lease, assign or otherwise distribute the Data or Services (or any benefit received under the Services), in whole or in part; (c) modify, upgrade, improve, enhance or create derivative works of any portion of the Data or Services for any purpose; (d) provide competitive information about us or the Services to any third party; or (e) remove, obscure, or alter any identification, proprietary, copyright or other notices in the Data or Services.

2.3. Any evaluation copy of the application comprising the Services is valid for a maximum of 60 days only and is covered by this Appendix.

2.4. You acknowledge that performance of the Services may include data sourced from third parties.

##### 3. USE & CONDUCT

- 3.1. You agree that you will not (or allow others to) use the Services:
  - (a) other than as expressly permitted by written our agreement; or
  - (b) for any purpose that is improper or immoral; or
  - (c) for inflight navigation.

3.2. When your right to use of the Services expires or is terminated, you must promptly destroy all copies of any Data obtained from the Services.

##### 4. RESPONSIBILITIES AND ACKNOWLEDGEMENTS

4.1. You acknowledge that:

- (a) we have the right to audit your use of the Services; and
- (b) your obligations in this Appendix are for our direct benefit and we may enforce our rights directly against you.

4.2. Each party shall comply with its obligations under applicable Data Protection Laws in respect of any Personal Data (as defined by Data Protection Laws) processed. You warrant, represent and undertake to us that you have all necessary rights, licenses and consents to provide us with Personal Data for these purposes and you agree to notify us, and to co-operate with us in connection with, a breach or possible breach of any Data Protection Laws.

4.3. Each party agrees to maintain the confidentiality of the other party's confidential information. You further agree to:

- (a) provide proper and secure storage of the Data and Services;
- (b) use the same level of security to protect the the Data and Services as you use to protect your own confidential information; and
- (c) take all reasonable steps to ensure that all copies of the Data and content of the Services are protected from misuse, unauthorised access or damage.

4.4. You acknowledge that we retain sole and exclusive ownership of all right, title and interest in and to the Data and Services and our confidential information, including all intellectual property rights thereto. You may not include or make reference to our name or trademarks in connection with use of our Services or Data, save that if you use any of the following, you must always use the following attribution statement to acknowledge the source of the information:

- OS OpenData - "Contains Ordnance Survey Data© Royal Mail copyright and database right [year]";
- .Code-Point ® Open data – "Contains Royal Mail data© Royal Mail copyright and database right [year]" and "Contains National Statistics data© Crown copyright and database right [year]";

4.5. We reserve the right in our sole discretion and with or without notice from time to time to change, suspend or terminate the Services and/or alter these Conditions at any time. You acknowledge that temporary suspension may be necessary to undertake maintenance upgrades.

##### 5. LIABILITY

5.1. EXCEPT AS EXPRESSLY STATED THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW WE DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES AND MAKE NO REPRESENTATIONS OR WARRANTIES (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE DATA OR SERVICES INCLUDING WARRANTIES OF NON-INFRINGEMENT, SATISFACTORY QUALITY, TITLE, MERCHANTABILITY, AND WE DO NOT WARRANT THAT THE SERVICES OR DATA OBTAINED WILL BE ACCURATE, SECURE OR ERROR-FREE. WE ARE NOT RESPONSIBLE FOR ANY DELAYS OR FAILURES IN THE USE OF THE SERVICES IN THE EVENT OF ANY ACT OR OCCURRENCE BEYOND OUR REASONABLE CONTROL.

5.2. You will indemnify, keep indemnified, hold harmless and defend us from and against any and all Losses arising out of or relating to any and all:

- (a) claims arising from or relating to use of the Services (whether by you or your affiliates, customers, agents, contractors or employees);
- (b) any violation of these Conditions, or violation or infringement of any intellectual property, privacy or other right of any person or organisation; and
- (c) any death or personal injury caused by or contributed to by your negligent or wrongful act or omission.

5.3. NEITHER WE NOR OUR SUPPLIERS SHALL BE LIABLE FOR:

- (a) ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT LOSSES; OR
- (b) LOSS OF PROFIT, REVENUE, DATA, PRODUCTIVITY OR SIMILAR (WHETHER THOSE LOSSES ARE DIRECT OR INDIRECT); REGARDLESS OF WHETHER WE ARE ADVISED OF THE POSSIBILITY OF SUCH LOSSES AND WE SHALL HAVE NO MONETARY LIABILITY TO YOU UNDER THIS APPENDIX.

5.4. NOTHING IN THIS AGREEMENT IS INTENDED TO HAVE THE EFFECT OF LIMITING OR EXCLUDING LIABILITY IN ANY WAY OR TO AN EXTENT THAT IS PROHIBITED BY RELEVANT LAW. YOU ACKNOWLEDGE THAT THESE CONDITIONS MAY BE GOVERNED BY THE LAWS OF A FEDERAL STATE OF THE UNITED STATES OF AMERICA, OR THE NETHERLANDS, OR NORTHERN IRELAND, OR THE STATE OF VICTORIA (AUSTRALIA), OR ENGLAND AND WALES, DEPENDING ON THE ENTITY WHICH IS THE THIRD PARTY LICENSOR.

**6. USE OF OUR SERVICES IN THE UNITED STATES OF AMERICA**

6.1. In the event that any End User is a government entity, include the following:

*U.S. GOVERNMENT RIGHTS. If End User is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and accompanying documentation, is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the services or software ("Licensed Product"), the construction that provides greater limitations on the Government's rights shall control. Contractor/manufacturer is TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643. 0330. The Licensed Products are © 2006-201\_ by TomTom. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Licensed Products are a trade secret and a proprietary commercial product and not subject to disclosure.*

*U.S. Government RESTRICTED RIGHTS. The LBS Software is provided as "Commercial Computer Software" or "restricted computer software". Use, duplication, or disclosure by the U.S. Government or U.S. Government subcontractor is subject to the restrictions set forth in 48.C.F.R. Section 12.212 or 48 C.F.R.227.2702, as applicable or successor provisions. The manufacturer is Uber Technologies, Inc., San Francisco, CA, 94103.*

6.2. If End User is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then End User hereby agrees to protect the Licensed Products from public disclosure and to consider the Licensed Products exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Licensed Products. In the event that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or to use of the Licensed Products shall be terminated and considered immediately null and void. Any copies of the Licensed Products held by a licensee shall immediately be destroyed. If any court

of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Licensed Products shall immediately be destroyed.

**7. OTHER SPECIFIC PROVISIONS FOR GEOCODING / ADDRESSING**

7.1. Specific conditions relating to certain products:

- (a) Additional provisions for data of Norway. End User is prohibited from using the data of Norway to create commercial general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority.
- (b) Additional Provisions with respect to the data for China: End User agrees that any Licensed Product which contains data of China may be subject to additional terms and conditions which shall be provided to End User when available to TomTom. China data may not be exported from China.
- (c) Additional Provisions with respect to the data for India: End User agrees that any Licensed Product which contains data of India may be subject to additional terms and conditions which shall be provided to End User when available to TomTom.
- (d) Additional Provisions with respect to the data for Korea: End User agrees that any Licensed Product which contains data of Korea may be subject to additional terms and conditions which shall be provided to a licensee when available to TomTom. Korea data may not be exported from Korea.
- (e) The following restriction applies to the Post Canada FSA layer and Canada 6-digit layer: The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Notwithstanding the above, an End User may optionally correct or derive Canadian Postal Codes using the Authorized Application, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Authorized Application, and optionally extract data for fleet management purposes.
- (f) Additional provisions with respect to TomTom Traffic Licensed Product: The licensee specifically agrees that it shall not: (i) store the data for more than twenty-four (24) hours on the licensee's servers; (ii) broadcast or make TomTom Traffic Licensed Product available except to authorized End Users; and (iii) use the feed or information received via the feed for historical data purposes (including but not limited to collection or analysis).
- (g) Additional provisions with respect to the Premium Points of Interest Licensed Product - coverage of the Canada and/or the United States: It is expressly prohibited to use the Premium Points of Interest Licensed Product for (a) telephone call routing related applications; (b) screen pop applications, (c) CD-ROM director of other derivative directory product; (d) verification services; (e) caller name services; and (f) online marketing lead verification services.
- (h) Additional provisions with respect to the Speed Profiles, TomTom Traffic, and any other traffic related Licensed Product: Neither the Data nor the Licensed Products such as Speed Profiles or TomTom Traffic or any derivatives thereof shall be used for the purpose of enforcement of traffic laws including but not limited to the selection of potential locations for the installation of speed cameras, speed traps or other speed tracking devices.
- (i) Additional provisions with respect to the Points of Interest – coverage of Australia Licensed Product: End User shall not (and shall not cause or allow any third party to):

- a. supply, distribute or license the Points of Interest – coverage of Australia Licensed Product to a Restricted Company (as defined below);
- b. supply, distribute, or license the Points of Interest – coverage of Australia Licensed Product or for use on or in conjunction with maps produced, supplied or licenced by a Restricted Company, including native maps on internet and mobile consumer devices;
- c. use the Points of Interest:
  - i. to provide live human to live human real voice to receive and return search results to customers/End Users.
  - ii. to create or compile a printed, electronic or online business listings directory, including any business listing search functionality incorporated into an in-car system that is independent of the navigation capability;
  - iii. for the main, primary or predominant purpose of providing or enabling direct marketing services, data cleansing services, or address validation services;
  - iv. to enable a customer/End User who only knows the telephone number of a person or business to identify the name and/or address of that person or business:
    - a) in a way that breaches any applicable laws and regulations; or
    - b) in any manner that exposes us or any of our related bodies corporate to any harm (including any adverse publicity or any damage to our reputation) or liability of any nature; and
- d. use the Points of Interest – coverage of Australia Licensed Product in connection with any content that:
  - i. is defamatory;
  - ii. is obscene or otherwise likely to be offensive to reasonable adults;
  - iii. promotes, incites or instructs in matters of crime; vilifies or promotes or incites hatred, ridicule or violence against, any person or group of people on the grounds of race, ethnicity, nationality, religion or religious belief, sex, gender, or sexual orientation or identity;
  - iv. breaches, incites or encourages breaches of the law;
  - v. is false, misleading or deceptive or likely to mislead or deceive; or
  - vi. in TomTom's or its suppliers' reasonable opinion, otherwise prejudices or may prejudice TomTom's or its suppliers' reputation or brand, or the reputation or brand of any of TomTom's or its suppliers' related bodies corporate or advertisers.

- Southern Cross Media
- Channel 9
- Channel 10
- APN News and Media
- 7 West Media
- Nova Radio
- MYOB
- Xero
- Quicken
- Apple (including CarPlay)
- Yahoo
- Bing
- Map Data Services
- A.M.B.D. Pty Ltd – Domain: [www.localbluepages.com.au](http://www.localbluepages.com.au)
- Acxiom – Domain: <http://www.databyacxiom.com>
- Ansearch Ltd – Domain: [www.phonebook.com.au](http://www.phonebook.com.au)
- Aussie Now – Domain: [www.aussienow.com.au](http://www.aussienow.com.au)
- Aussie Web Local Search – Domain: [www.aussieweb.com.au](http://www.aussieweb.com.au)
- Aussie Web Pty Ltd – Domain: [www.aussieweb.com.au](http://www.aussieweb.com.au)
- Australian Business Directory – Domain: [www.ozebiz.com.au](http://www.ozebiz.com.au)
- Australian Community Guide – Domain: [www.communityguide.com.au](http://www.communityguide.com.au)
- Australian Government Directory – Domain: [www.agd.com.au](http://www.agd.com.au)
- Australian Local Directories Pty Ltd – Domain: <http://www.localdirectories.com.au>
- Brownbook – Domain: [www.brownbook.net/australia](http://www.brownbook.net/australia)
- Catch of the day – Domain: [www.catchoftheday.com.au](http://www.catchoftheday.com.au)
- Clickfind – Domain: [www.clickfind.com.au](http://www.clickfind.com.au)
- Cudo – Domain: [www.cudo.com.au](http://www.cudo.com.au)
- CityGrid – Domain: <http://developer.citygridmedia.com>
- Daily Deals – Domain: [www.dailydeals.com](http://www.dailydeals.com)
- Dawson Media Pty Ltd – Domain: [www.sydneypinkpages.com.au](http://www.sydneypinkpages.com.au)
- Decarta – Domain: <http://developer.decarta.com/apis>
- Digital Catalyst Group Pty Ltd – Domain: [www.webfind.com.au](http://www.webfind.com.au)
- Directory Australia – Domain: [www.directoryaustralia.com](http://www.directoryaustralia.com)
- dLook Pty Ltd – Domain: [www.dlook.com.au](http://www.dlook.com.au)
- Enterprise Search – Domain: [www.enterprisesearch.com.au](http://www.enterprisesearch.com.au)
- FCS Online – Domain: <http://www.fcsonline.com.au>
- Foursquare – Domain: [www.foursquare.com](http://www.foursquare.com)
- Groupon Inc – Domain: [www.groupon.com](http://www.groupon.com)
- Factual – Domain: [www.factual.com](http://www.factual.com)
- Hotfrog – Domain: [www.hotfrog.com.au](http://www.hotfrog.com.au)
- Incnet – Domain: <http://www.incnet.com.au>
- Infogroup – Domain: [www.infogroup.com](http://www.infogroup.com)
- Information Pty Ltd – Domain: [www.ferret.com.au](http://www.ferret.com.au)
- Jumponit – Domain: [www.jumponit.com](http://www.jumponit.com)
- Laton Australia Business Directory – Domain: [www.laton.com.au](http://www.laton.com.au)
- Live Pages – Domain: [www.livepages.com.au](http://www.livepages.com.au)
- LivingSocial, Living Social LTD UK, LivingSocial Canada Enterprise Inc – Domain: [www.livingsocial.com.au](http://www.livingsocial.com.au)
- Local Business Guide – Domain: [www.localbusinessguide.com.au](http://www.localbusinessguide.com.au)
- [www.local.com.au](http://www.local.com.au) Business Directory – Domain: [www.local.com.au](http://www.local.com.au)
- Localize/Neustar – Domain: <http://www.localize.com>
- Microsoft – Domain: [www.bing.com](http://www.bing.com)
- Mandino Pty Ltd – Domain: [www.atozpages.com.au](http://www.atozpages.com.au)

For the purposes of this section, Restricted Company shall mean:

1. any entity listed below:

- Google (including Open Automotive Association)
- Facebook
- Reach Local
- Wix
- Yext
- Melbourne IT
- [Carsales.com.au](http://www.carsales.com.au)
- [Seek.com.au](http://www.seek.com.au)
- [Realestate.com.au](http://www.realestate.com.au)
- [Yelp.com](http://www.yelp.com)
- [Groupon.com](http://www.groupon.com)
- [Domain.com.au](http://www.domain.com.au)
- Fairfax
- Newcorp
- Foxtel



- *Nationwide Business Directory of Australia* – Domain: [www.nationwide.com.au](http://www.nationwide.com.au)
  - *Nokia* – Domain: [www.nokia.com](http://www.nokia.com)
  - *Onesource* – Domain: <http://www.onesource.com/>
  - *Online Business Directory* – Domain: [www.businessdirectory.com.au](http://www.businessdirectory.com.au)
  - *Oz Pages Pty Ltd* – Domain: [www.superpages.com.au](http://www.superpages.com.au)
  - *Radius* – Domain: <https://radiusintel.com>
  - *Reed Business* – Domain: [www.hotfrog.com.au](http://www.hotfrog.com.au)
  - *Scoopon* – Domain: [www.scoopon.com.au](http://www.scoopon.com.au)
  - *Shop Local Pages* – Domain: [www.shoplocalpages.com.au](http://www.shoplocalpages.com.au)
  - *Shop Seek* – Domain: [www.shopseek.com.au](http://www.shopseek.com.au)
  - *Spec-Net Pty Ltd* – Domain: [www.spec-net.com.au](http://www.spec-net.com.au)
  - *Start Local* – Domain: [www.startlocal.com.au](http://www.startlocal.com.au)
  - *Stickybeek Australia Pty Ltd* – Domain: [www.stickybeek.com.au](http://www.stickybeek.com.au)
  - *Sun Pacific* – Domain: [www.surfpacific.net.au](http://www.surfpacific.net.au)
  - *Super Pages* – Domain: [www.superpages.com.au](http://www.superpages.com.au)
  - *Universal Business Listings* – Domain: <http://au.ubl.org/index.asp>
  - *Veda Advantage* – Domain: <https://services.au.vedaadvantage.com>
  - *Wowmow* – Domain: [www.wowmow.com.au](http://www.wowmow.com.au)
  - *Yodel Australia* – Domain: [www.yodel.com.au](http://www.yodel.com.au)
  - *Z Pages* – Domain: [www.zpages.com.au](http://www.zpages.com.au)
  - *Zoupon* – Domain: [www.zoupon.com.au](http://www.zoupon.com.au)
2. any related body corporate of an entity listed in paragraph (a) above. TomTom may from time to time in writing to you update this list of Restricted Companies to add additional entities who compete with TomTom or its suppliers. Upon such notice, those additional entities will be considered a constitute Restricted Company for the purposes of this clause.
- (j) Additional provisions with respect to Software: restrict each of the following entities from exercising any right in or to the Software: Addison Lee, AlloCab, Amazon (excluding consumer products or enterprise services not related to delivery or a Fleet Management Solution, e.g., Kindle, Fire, Amazon Web Services), Cabify, Careem, Chauffeur Prive, Club Chauffeur, Didi-Dache, Djump, Drive, Easy Taxi, Ecocab, Flywheel, GetTaxi, Google, Go Taxi, GrabTaxi, GreenTomatoCars, Hailo Network Limited, Heetch, Kabbee, Kuaidi-Dache, LeCab, Lyft, MiniCabster, Meru Cabs, MyTaxi, Olacabs, OneTaxi, Quadi, Ridelabs LLC (Summon), SideCar, SnapCar, Taxibeat, TaxiForSure, Yaxi Taxi, Yidao, Yongche and #TAXI.
- (k) Additional provisions with respect to the TomTom Traffic Licensed Product - coverage of Canada, Mexico and/or the United States: The TomTom Traffic Licensed Product may not be delivered by FM Radio, HD Radio or Hybrid Radio. The TomTom Traffic Licensed Product may not be licensed or provided to INRIX, HERE, Radiate Media or any radio or television broadcaster in North America.

## 8. USE OF EIRCODE

- 8.1. EIRECODE requires that all GBG Customers must first sign and return a physical copy of the EIRECODE End User Licensing Agreement before access to EIRECODE data can be provisioned. If you require access to this premium data set please contact our Customer Services department

## APPENDIX 2 – PAF DATA

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In the following Parts to this Appendix the words used have the following meanings:

"**Associate**" means a person who markets or distributes products or services supplied under a common identity and business method, subject to a written agreement providing for the operation of that identity and method to specified standards and the provision of know-how, technical or business support;

"**Broker**" means a broker or agent for the sale of (or other distributor of) products or services for one or more originating suppliers (all of which operate in the same industry);

"**Bureau Services**" means a service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant customer;

"**Business Partner**" means a person who in the course of business acts either as an Associate, a Broker or a Delivery Service User;

"**Closed User Group Rights**" means the rights of use of PAF® Data described in this Appendix;

"**Closed User Group**" means an End User's network of businesses comprising that End User and not less than 10 Business Partners all of a single type;

"**Data Cleansing**" means the processing of existing data records using PAF® Data:

including validating, reformatting, correcting or appending additional data to those records, and including the use of PAF® Data within address capture applications, but not including the extraction of PAF® Data or any part of it for the generation of new address records in a new or existing database (whether carried out by an address capture application or otherwise) and Cleansed shall be read accordingly;

"**Delivery Service User**" means a customer of an End User for delivery services relating to mail, packages or products;

"**Group Member**" means an End User or a Business Partner who are members of a Closed User Group;

"**Group Owner**" means the End User promoting a Closed User Group;

"**Group Purpose**" means the purpose for which a Closed User Group carries on its business through (as the case may be) Associates, Brokers or Delivery Service Users;

"**Solution**" means a product or service or other solution which benefits from or includes PAF® Data (including the PAF® Data itself), in whatever form, however produced or distributed and whether or not including other functionality, services, software or data;

"**Substantially All Database(s)**" means a database which on its own or as part of another database comprises all or substantially all the addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland.

"**User**" an individual authorised by an End User to use a Solution (Please note from April 2015 the definition of a User materially changed to the new definition shown earlier – a User is no longer a terminal or a machine accessing PAF).

## PART A – ADDITIONAL PROVISIONS APPLICABLE TO PAF® DATA

- 2.1. You may provide Cleansed data to third parties provided that:
- (a) where that supply is a Bureau Service, you and the customers for the Bureau Services comply with the restrictions in Part A, and 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 your 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.

## PART B – WHERE YOU WISH TO PROVIDE BUREAU SERVICES

- 3.1. You must not supply or provide access to a Cleansed customer database to any person other than the relevant Bureau Customer.
- 3.2. You 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 1 of Part A.
- 3.3. You 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.
- 3.4. The names of Bureau Customers must be provided to Royal Mail on its request.
- 3.5. Fees are payable for the ability to provide Bureau Services.

**PART C - IF YOU USE SOLUTIONS WITHIN A CLOSED GROUP, THE FOLLOWING WILL APPLY:**

- 4.1. In respect of Closed User Groups you must ensure that PAF® Data is not used:
  - (a) by any person other than a Group Member, except as this Part expressly permits; and
  - (b) in an electronic communications network except where that network is controlled by the Group Owner and is subject to technical and security restrictions preventing access to it by persons who are not Group Members.
  - (c) You must ensure that Royal Mail or its authorised agents is granted a right of entry on reasonable prior notice during working hours to the premises of Closed User Group Owners and each member of the relevant Closed User Group for the purposes of inspection of such premises and the systems, accounts and records maintained there for the purpose of monitoring compliance by such persons with the terms of this Part.
- 4.2. This Appendix B applies to use of PAF® Data by Group Owners and Group Members subject to and as varied by the following use restrictions:
  - Extraction of PAF® Data or any part of it for the generation of new address records in a new or existing database is not permitted;
  - the provision of access to Solutions for the purposes of capturing and confirming address details of third parties is permitted provided that:
    - such use is for the Group Purpose; and
    - such third parties are customers or potential customers of the relevant Business Partner.
  - Licence Fees are payable in respect of each Closed User Group per year.

**APPENDIX 3 – HERE DATA**

This appendix 3 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 uses to provide Navteq Data is supplied by GBG's data partner ("NAVTEQ"). GBG 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 The Client agrees to use this Data together with the GBG 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, 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 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 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 NAVTEQ 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 3 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:

Notice of Use  
CONTRACTOR (MANUFACTURER/SUPPLIER) NAME: NAVTEQ  
CONTRACTOR (MANUFACTURER/SUPPLIER) ADDRESS:  
425 West Randolph Street, Chicago, Illinois 60606  
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.  
© 2016 NAVTEQ – All rights reserved.

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 4 - TELEPHONE SERVICES

### 1. DEFINITIONS AND INTERPRETATION

1.1. In the following Parts to this Appendix the words used have the following meanings:

**"Content"** means all messages, information, text, audio, graphics; Data account information, Personal Data (as defined by Data Protection Laws), and Content;

**"Data Protection Laws"** means the statutes, regulations, codes, guidance and common law as applicable to the parties (or any of them) relating to the collection, use, storage or disclosure of information about an identifiable individual;

**"Losses"** means all losses, damages, liabilities, costs, expenses, fines and penalties (including without limitation legal fees and costs);

**"We/us/our"** means the relevant third party provider or licensor (and not GBG);

**"You/your"** means the end user who has entered into a contract with GBG for the provision of certain telephone services.

### 2. LICENCE

2.1. You will have a limited, non-exclusive, non-transferable, non-sublicenseable right to use the applicable services and any of our proprietary software only in conjunction with receipt of the telephone services ("Services").

2.2. You will not (and will not allow others) to:

- (a) copy, reverse engineer, decompile, or disassemble the Services;
- (b) market, sell, sublicense, rent, lease, or otherwise distribute the Services, in whole or in part;
- (c) modify, upgrade, improve, enhance or create derivative works of any portion of the Services for any purpose; or
- (d) remove, obscure, or alter any identification, proprietary, copyright or other notices in the Services.

### 3. FAIR USE & CONDUCT

3.1. You agree that you will not (or allow others to) use the Services:

- (a) other than as expressly permitted by written agreement;
- (b) for any purpose that in our sole and absolute discretion is improper, immoral or undesirable including:
  - i. in violation of applicable laws;
  - ii. to send spam or unsolicited messages or other communications;
  - iii. in any manner that is infringing, obscene, threatening/distressing, libellous, unlawful, or in violation of any third party rights;
  - iv. to breach, interfere or attempt to interfere with any requirements, procedures, policies, or regulations of any mobile industry association or industry regulator;
  - v. to facilitate the transmission or use of any malicious code or other code with a latent ability to disable or cripple

software or services or code that would allow any third party to interfere with or access any information comprising the Services;

- vi. to circumvent, disable, violate, or otherwise interfere with the security or integrity of the Services
  - vii. to gather, store, upload or otherwise transmit any information comprising the Services for which you do not have a right to do so; or
  - viii. to impersonate any person or entity.
- 3.2. We reserve the right to refuse to transmit or remove, any Content, or to restrict, suspend or terminate your access to the Services at any time, acting in our sole good faith discretion. Additionally, you agree to promptly comply with all requests for documentation and information we make relating to your use of the Services.

#### 4. RESPONSIBILITIES AND ACKNOWLEDGEMENTS

- 4.1. You are solely responsible for:
- (a) updating your account information if it changes;
  - (b) all activities conducted in connection with your account;
  - (c) your Content. We shall not be responsible or liable for any Content transmitted, however we may (but have no obligation to) monitor Content or your use of the Services at any time with or without notice;
  - (d) ensuring awareness of and compliance with all applicable laws (including Data Protection Laws) to which you may be subject.
- 4.2. By submitting Content or Data, you grant us a non-exclusive, royalty-free, worldwide, irrevocable and perpetual licence to retain, store, use, and disclose the Content or Data solely:
- (a) in connection with our provision of the Services;
  - (b) for our internal purposes;
  - (c) to protect the operation of the Services;
  - (d) to create aggregated, anonymised data, including for usage statistics; and
  - (e) to satisfy applicable legal, accounting or regulatory requirements.
- 4.3. You acknowledge that performance of the Services requires use of other third party providers (e.g. telecommunications carriers, aggregators) and we may sub-license our rights in connection with performance of the Services.
- 4.4. Each party shall comply with its obligations under applicable Data Protection Laws in respect of any Personal Data (as defined by Data Protection Laws) processed. You warrant, represent and undertake to us that you have all necessary rights, licenses and consents to provide us with Data for these purposes.
- 4.5. Each party agrees to maintain the confidentiality of the other party's confidential information.
- 4.6. You retain all rights and ownership in your Data. We do not claim any ownership rights in your Data. You acknowledge that we retain sole and exclusive ownership of all right, title and interest in and to the Services and our confidential information, including all intellectual property rights thereto. Your use of telephone numbers that we provide does not grant you any rights in the numbers and you do not have the right to use those numbers indefinitely.
- 4.7. You may not include or make reference to our name or trademarks in connection with use of our Services.
- 4.8. We reserve the right in our sole discretion and with or without notice from time to time to change, suspend or terminate the Services and/or alter these Conditions at any time. You acknowledge that temporary suspension may be necessary to undertake maintenance upgrades.

#### 5. LIABILITY

- 5.1. EXCEPT AS EXPRESSLY STATED THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY

AND WE MAKE NO REPRESENTATIONS OR WARRANTIES (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE SERVICES AND DATA, AND WE DO NOT WARRANT THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED, TIMELY, OR ERROR-FREE OR THAT CONTENT WILL BE DELIVERED. YOU ACKNOWLEDGE THAT THERE ARE RISKS INHERENT IN NETWORK CONNECTIVITY THAT COULD RESULT IN THE LOSS OF YOUR PRIVACY, DATA, CONFIDENTIAL INFORMATION AND PROPERTY. WE ARE NOT RESPONSIBLE FOR ANY DELAYS OR FAILURES IN THE USE OF THE SERVICES IN THE EVENT OF ANY ACT OR OCCURRENCE BEYOND OUR REASONABLE CONTROL.

- 5.2. You will indemnify, keep indemnified, hold harmless and defend us from and against any and all Losses arising out of or relating to any and all
- (a) claims arising from or relating to your Content; and
  - (b) claims arising from or relating to use of the Services (whether by you or your affiliates, customers, agents, contractors or employees); and
  - (c) any violation these Conditions, or violation or infringement of any intellectual property, privacy or other right of any person or organisation.
- 5.3. EXCEPT AS SET FORTH IN THIS SECTION WE WILL NOT BE LIABLE (WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, MISREPRESENTATION, STATUTORY DUTY OR OTHERWISE) AND REGARDLESS OF THE NATURE OF THE CLAIM, ACTION OR DEMAND, FOR
- (a) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OF ANY KIND,
  - (b) LOSS OF PROFITS, DATA OR OTHER INTANGIBLES, BUSINESS OPPORTUNITIES, CONTRACTS, REVENUE, GOODWILL, ANTICIPATED SAVINGS, OR FINANCIAL LOSS OF ANY KIND (WHETHER ANY OF THE TYPES OF LOSS REFERRED TO IN THIS SECTION ARE DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES).
- 5.4. GBG MAY USE SEVERAL THIRD PARTIES TO PROVIDE THE SERVICES. DEPENDING ON WHICH THIRD PARTY WE ARE, WE MAY ACCEPT LIMITED LIABILITY FOR CERTAIN DIRECT LOSSES AS FOLLOWS, ALL AMOUNTS SPECIFIED BEING IN AGGREGATE. WHERE YOUR AGREEMENT IS WITH:
- (a) THIRD PARTY 1A: LIABILITY FOR AMOUNTS UP TO FIFTY THOUSAND US DOLLARS (\$50,000) OR THIRD PARTY 1B: LIABILITY FOR AMOUNTS UP TO FIFTY THOUSAND EUROS (€50,000);
  - (b) THIRD PARTY 2: LIABILITY FOR AMOUNTS UP TO TEN THOUSAND EUROS (€10,000);
  - (c) THIRD PARTY 3: WE ACCEPT NO LIABILITY, YOU ARE FULLY AND EXCLUSIVELY LIABLE FOR ANY AND ALL RISK RESULTING FROM USE OF THE SERVICES.

NOTHING IN THIS APPENDIX IS INTENDED TO HAVE THE EFFECT OF LIMITING OR EXCLUDING LIABILITY IN ANY WAY OR TO AN EXTENT THAT IS PROHIBITED BY RELEVANT LAW. YOU ACKNOWLEDGE THAT THESE CONDITIONS MAY BE GOVERNED BY THE LAWS OF A FEDERAL STATE OF THE UNITED STATES OF AMERICA AND DISPUTES MAY BE SETTLED BY WAY OF ARBITRATION, DEPENDING ON THE ENTITY WHICH IS THE THIRD PARTY LICENSOR.

#### APPENDIX 5 - EMAIL SERVICES

##### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In the following Parts to this Appendix the words used have the following meanings:
- "Data" means messages, text, graphics, audio/visual material, databases relating to email verification;
- "Data Protection Laws" means the statutes, regulations, codes, guidance and common law as applicable to the parties (or any of them) relating to the collection, use, storage or disclosure of information about an identifiable individual;



“Losses” all losses, damages, liabilities, costs, expenses, fines and penalties (including without limitation legal fees and costs);

“We/us/our” the relevant third party provider or licensor (and not GBG);

“You/your” the end user who has entered into a contract with GBG for the provision of certain email verification services

## 2. LICENCE

- 2.1. You will have a limited, non-exclusive, non-transferable, non sublicenseable right to use the applicable services, our Data and any of our proprietary software only in conjunction with receipt of the email verification services ("Services").
- 2.2. You will not (and will not allow others) to:
  - (a) copy, reverse engineer, decompile, or disassemble the Services;
  - (b) market, sell, sublicense, rent, lease, or otherwise distribute the Services (or Data or other benefit received under the Services), in whole or in part;
  - (c) modify, upgrade, improve, enhance or create derivative works of any portion of the Services or Data for any purpose;
  - (d) interfere with, or disrupt the integrity or the performance of the Services or Data or
  - (e) remove, obscure, or alter any identification, proprietary, copyright or other notices in the Services or Data.

## 3. USE & CONDUCT

- 3.1. You agree that you will not (or allow others to) use the Services:
  - (a) other than as expressly permitted by our written agreement;
  - (b) for any purpose that in our discretion is improper, immoral or undesirable.

## 4. RESPONSIBILITIES AND ACKNOWLEDGEMENTS

- 4.1. All rights not granted under this Appendix are expressly reserved by us. You acknowledge that any derivative products, improvements or suggestions for improvements made by you shall become our property. You hereby assign to us all rights, title and interest that you may have in and to any such derivative product, improvements or suggested modifications. .
- 4.2. [Clause intentionally left blank]
- 4.3. Storing data within the application comprising the Services is a feature which you can enable or disable. If you choose to enable this feature, any data captured is stored for a maximum of two months, and automatically deleted by our servers.
- 4.4. Each party shall comply with its obligations under applicable Data Protection Laws in respect of any Personal Data (as defined by Data Protection Laws) processed. You warrant, represent and undertake to us that you have all necessary rights, licenses and consents to provide us with Personal Data for these purposes.
- 4.5. Each party agrees to maintain the confidentiality of the other party's confidential information as it would its most highly confidential information, but in no event shall either party use less than reasonable care.
- 4.6. You acknowledge that we retain sole and exclusive ownership of all right, title and interest in and to the Services, and any Data which originates from us and our confidential information, including all intellectual property rights thereto. You may not include or make reference to our name or trademarks in connection with use of our Services.
- 4.7. You grant to us for the term of these Conditions, a nonexclusive, non-transferable licence to use, reproduce, publicly and digitally display, and broadcast your name, logos, trademarks, trade names and URLs ("Customer Trademarks") to advertise and promote our services. We agree that nothing in these Conditions shall give us any right, title or

interest in or to the Customer Trademarks other than expressly set out herein.

## 5. LIABILITY

- 5.1. EXCEPT AS STATED IN THIS AGREEMENT, THE APPLICATION IS PROVIDED "AS IS" AND WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE SERVICES OR THE OPERATION OR USE THEREOF. WE HEREBY EXCLUDE ALL IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE. WE HEREBY EXCLUDE ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR OF NON-INFRINGEMENT, CONCERNING THE SERVICES, OPERATION OR USE THEREOF. WE DO NOT WARRANT THAT THE SERVICES WILL MEET ALL OF YOUR BUSINESS REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
- 5.2. You will indemnify, keep indemnified, hold harmless and defend us from and against any and all Losses arising out of your use of the Services where there is:
  - (a) any violation these Conditions; or
  - (b) a violation or infringement of any intellectual property or right to privacy; or
  - (c) disclosure of our confidential information.
- 5.3. Except for payment of monies when due, neither party shall be liable for any Force Majeure (as such is defined in the EULA with GBG).
- 5.4. EXCEPT FOR DAMAGES ARISING UNDER CLAUSE 4.5 (CONFIDENTIALITY). IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT OR STRICT LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, DATA OR GOODWILL, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY FOR DAMAGES UNDER THIS APPENDIX (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU AS SUBSCRIPTION FEES UNDER THIS APPENDIX OR THESE CONDITIONS DURING THE TWELVE MONTHS PRIOR TO THE CLAIM GIVING RISE TO THE ALLEGED DAMAGES.
- 5.5. The parties will comply with all applicable federal, state, county and local laws and regulations and will procure all required permits and approvals in order to operate their respective businesses in compliance with all applicable laws. YOU ACKNOWLEDGE THAT THESE CONDITIONS ARE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, UNITED STATES OF AMERICA.

## APPENDIX 6 - UK BANK DATA SERVICES

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In the following Parts to this Appendix the words used have the following meanings:

“Data” means text, graphics, audio/visual material, database or multimedia content relating to verifications and payment processing systems within banking organisations;

“You/End User/Your” means the end user who has entered into a contract with GBG for the provision of the EISCD services described below.

These are the terms by which you may use the EISCD (as defined below). By accepting the GBG EULA, or otherwise accessing or using the EISCD, you signify that you have read, understood, and agree to be bound by this End User License Agreement ("Agreement").

### 2. LICENCE

- 2.1. GBG ("We" or "Us") hereby grant to You a non-exclusive, terminable licence to use the Extended Industry Sorting Code Directory (or any derivative thereof) made available to You by Us on this Web site (the "EISCD") on the following terms:
- 2.2. You may use the EISCD solely in connection with the following UK payments schemes:
  - (a) Bacs
  - (b) Faster Payments
  - (c) CHAPS Sterling
  - (d) Cheque and Credit Clearing
- 2.3. You may make one copy of the EISCD for backup purposes only.
- 2.4. You may not use or copy the EISCD except as provided in paragraphs 1.2 and 1.3 above.
- 2.5. You will not (and will not allow others) to:
  - (a) copy, reverse engineer, decompile, or disassemble the Services;
  - (b) market, sell, sublicense, rent, lease, or otherwise distribute the EISCD (or Data or other benefit received under the Services), in whole or in part;
  - (c) modify, upgrade, improve, enhance or create derivative works of any portion of the EISCD or Data for any purpose;
  - (d) interfere with, or disrupt the integrity or the performance of the EISCD or Data or
  - (e) remove, obscure, or alter any identification, proprietary, copyright or other notices in the EISCD or Data.

### 3. USE & CONDUCT

- 3.1. You agree that you will not (or allow others to) use the Services:
  - (a) other than as expressly permitted by written agreement;
  - (b) for any purpose that in our discretion is improper, immoral or undesirable.

### 4. RESPONSIBILITIES AND ACKNOWLEDGEMENTS

- 4.1. You acknowledge and agree that all copies of the EISCD supplied by Us are and shall remain the property of VocaLink Limited (a company registered in England, company number 6119048, whose registered office is at Drake House, 3 Rivers Court, Homestead Road, Rickmansworth, WD3 1FX – please see [www.vocalink.com](http://www.vocalink.com) for further information) ("VocaLink") and, except as provided by this End User License Agreement (and s.296A of the Copyright Designs and Patents Act 1988) You agree that You have no right to copy, modify, develop or adapt the EISCD or to use, sell, dispose of or transfer the EISCD or any copies thereof. You must keep the EISCD confidential, and You may not disclose the EISCD to any third party. No title or rights of ownership, copyright or any other intellectual property rights in the EISCD are or will be transferred to You. For the avoidance of doubt You may not sell, loan or in any other way dispose of any copies of the EISCD to any third parties.
- 4.2. You agree to ensure that all of Your relevant employees are advised that the EISCD and all intellectual property rights in it are the property of VocaLink and You agree to ensure that your employees comply with all of the terms and conditions of this End User License Agreement.
- 4.3. You will ensure that all copies of the EISCD and any manuals made by you will incorporate a notice indicating that copyright in the EISCD and any related manuals is vested in VocaLink.
- 4.4. Each party shall comply with its obligations under applicable Data Protection Laws in respect of any Personal Data (as defined by Data Protection Laws) processed. You warrant, represent and undertake to us that you have all necessary rights, licenses and consents to provide us with Personal Data for these purposes.

### 5. LIABILITY

- 5.1. The EISCD and any related data licensed to You are provided on an "as is" basis. No warranty or indemnity of any kind whatsoever is given by Us or VocaLink in respect of the EISCD and all conditions and warranties

express or implied or otherwise are hereby expressly excluded to the fullest extent permitted by law.

- 5.2. You acknowledge and agree that VocaLink and its officers, employees, agents and licensors have no liability to You whatsoever in connection with this End User License Agreement or Your use of the EISCD.

### 6. TERMINATION

- 6.1. Upon notification by VocaLink to You that the licence agreement between VocaLink and Us has been terminated, this Agreement shall terminate and our rights and obligations under this Agreement shall automatically be assigned forthwith to VocaLink who shall thereupon be deemed a party to this End User License Agreement and all rights and obligations hereunder shall be directly enforceable by or against VocaLink as the case may be.
- 6.2. Upon ceasing to use the EISCD, You must return to us all copies of the EISCD or any works derived therefrom. You agree to delete all copies of the EISCD from Your computer systems before disposal of the computer systems to another third party.
- 6.3. You agree to update the Extended ISCD at least monthly.

### APPENDIX 7 - GLOBAL CLEANSE

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In the following Parts to this Appendix the words used have the following meanings:
 

"Data" means messages, text, graphics, audio/visual material, databases relating to address verification and detecting/correcting inaccurate address information;

"Data Protection Laws" means the Privacy Act 1974 (USA), statutes, regulations, codes, guidance and common law as applicable to the parties (or any of them) relating to the collection, use, storage or disclosure of information about an identifiable individual;

"We/us/our" means the relevant third party provider or licensor (and not GBG);

"You/your" means the end user who has entered into a contract with GBG for the provision of certain data cleansing and address verification services.

#### 2. LICENCE

- 2.1. You will have a limited, non-exclusive, non-transferable, nonsublicenseable right to use the applicable services, Data and any of our proprietary software ("Software") and related documentation ("Documentation") only in conjunction with the receipt of the data cleansing services ("Services"), for your own internal business use.
- 2.2. You will not (and will not allow others) to:
  - (a) copy, reverse engineer, decompile, or disassemble the Software;
  - (b) market, sell, sublicense, rent, lease, assign or otherwise distribute the Data or Software (or any benefit received under the Services), in whole or in part;
  - (c) modify, upgrade, improve, enhance or create derivative works of any portion of the Data, Software or Services for any purpose;
  - (d) provide competitive information about us or the Software or Services to any third party; or
  - (e) remove, obscure, or alter any identification, proprietary, copyright or other notices in the Data, Software or Services.
- 2.3. You may make one copy of the Software for backup purposes only and any such copies shall include our copyright and other proprietary notices.
- 2.4. Unless otherwise agreed in writing in connection with your account with GBG:

- (a) neither concurrent use of the Services on two or more computers nor concurrent use by two or more users in a local area network or other network is permitted without separate authorization and the payment of license fees for this additional usage;
  - (b) where your right to use the Services is based on the number of users, you shall not permit more than the maximum number of users agreed in writing with GBG from simultaneously accessing the Services;
  - (c) where your right to use the Services is based on use of the Software at a specific location i.e. a Site Licence you shall install the Software only at the location agreed in writing with GBG.
- 2.5. Notwithstanding terms hereof, certain libraries that are dynamically linked to the Software may be covered by so-called "open source" software licenses ("Open Source Components"). The terms of such open source software licenses apply to the Open Source Components in lieu of the terms of these Conditions. To the extent the terms of the open source software licenses prohibit certain restrictions on such Open Source Components, if any, contained in these Conditions, such restrictions will not apply to such Open Source Components.
- 2.6. We shall deliver the Software, Documentation and any updates available for general release at time of your order within a reasonable time after receipt of your order from GBG. You shall assume risk of loss to the Software and Documentation once we have dispatched these. The Software and Services shall be deemed accepted by you thirty (30) days after receipt of the Software unless you provide us with notice that the Software or Services are defective. Upon receiving such a notice we shall act reasonably in correcting any actual defect.

### 3. USE & CONDUCT

- 3.1. You agree that you will not (or allow others to) use the Services:
- (a) other than as expressly permitted by written agreement;
  - (b) for any purpose that in our discretion is improper, immoral or undesirable

### 4. RESPONSIBILITIES AND ACKNOWLEDGEMENTS

- 4.1. You should not rely exclusively on the results generated by the Services.
- 4.2. You acknowledge that we retain sole and exclusive ownership of all right, title and interest in and to the Data and Services and our confidential information, including all intellectual property rights thereto and these Conditions do not convey to you an interest in the materials to provide the Software or Services. You agree to notify us of any actual or threatened misappropriation or infringement of our intellectual property rights.
- 4.3. BCC Mail Manager(TM), BCC Mail Manager LE(TM), BCC Mail Manager FS(TM), TagIt Pro(TM), ZIPFOURce(TM), Datavolve(TM), cQuencer(TM) and Data Services Manager(TM) are our trademarks. No right, license, or interest to such trademark is granted hereunder, and Licensee agree that Licensee shall assert no such right, license, or interest with respect to such trademark.
- 4.4. The United States Postal Service's ("USPS") is the owner of numerous trademarks, including but not limited to: United States Postal Service(R), Postal Service(TM), Post Office(TM), United States Post Office(R), the Eagle logo, ZIP + 4(R), CASS(TM), CASS Certified(TM), DPV(TM), eLOT(TM), RDI(TM), LACSLink(TM), NCOALink(TM), SuiteLink(TM).
- 4.5. Each party shall comply with its obligations under applicable Data Protection Laws in respect of any Personal Data (as defined by Data Protection Laws) processed. You warrant, represent and undertake to us that you have all necessary rights, licenses and consents to provide us with Personal Data for these purposes, and in particular that the Data which includes USPS NCOALink database will only be used to provide a mailing list correction service for lists that will be used for the

preparation of mailings. If requested you will execute and submit to us an NCOA Processing Acknowledgement Form.

- 4.6. You will comply with all applicable federal, state, and local laws and regulations (including the Direct Marketing Association Guidelines and industry self-regulatory guidelines).
- 4.7. Each party agrees to maintain the confidentiality of the other party's confidential information. You further agree to:
- (a) provide proper and secure storage of the Software and Services;
  - (b) use the same level of security to protect the Services as you use to protect your own confidential information.

### 5. LIABILITY

- 5.1. WE DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, FUNCTIONALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES. WE ARE PROVIDING THE SERVICES ON AN "AS IS", "AS AVAILABLE" BASIS AND MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES. WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 5.2. NEITHER WE, OR OUR PARENT, AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, MANAGERS, SUPPLIERS, DATA PROVIDERS, SUCESSORS OR ASSIGNS SHALL BE LIABLE TO YOU FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THESE CONDITIONS OR OTHERWISE WITH RESPECT TO THE SOFTWARE OR SERVICES OR USE OF THE SOFTWARE OR SERVICES, INCLUDING ANY LOST REVENUE OR PROFITS, BUSINESS INTERRUPTION, POSTAL PENALTIES OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, INCLUDING CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN OR IS HEREAFTER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND YOU HEREBY WAIVE ALL CLAIMS FOR SUCH DAMAGES. IN NO EVENT WILL OUR LIABILITY TO YOU EXCEED THE AMOUNT PAID BY YOU TO US FOR THE SOFTWARE OR SERVICES GIVING RISE TO A CLAIM IN THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.
- 5.3. YOU ACKNOWLEDGE THAT THESE CONDITIONS ARE GOVERNED BY THE LAWS AND DECISIONS OF THE COURTS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA.

### APPENDIX 8 - THE PCA APP

#### 1. LICENCE

- 1.1. This licence agreement (Licence) is a legal agreement between GBG (We, Us, Our), and You (You, Your) for the PCA App software, data supplied with such software, any associated media and the provision of analysis and reporting services (the Service).
- 1.2. Where the Service is downloaded on a mobile telephone or handheld device (Device(s)) as an application (i.e. as the PCA App), You will be assumed to have obtained permission from the owners of the Device(s) that are controlled, but not owned, by You. You and they may be charged by Your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this Licence for the use of the PCA App or any Service on or in relation to any Device, whether or not it is owned by You.
- 1.3. BY:

- (a) SUBSCRIBING FOR THE SERVICE OR SUBMITTING AN APPLICATION TO SUBSCRIBE; OR
- (b) DOWNLOADING THE APP; OR
- (c) CLICKING ON ANY "ACCEPT" BUTTON SETTING OUT THESE LICENCE TERMS; OR
- (d) USING THE SERVICE; YOU INDICATE ACCEPTANCE OF THIS LICENCE. SUCH ACCEPTANCE IS EITHER ON YOUR OWN BEHALF OR ON BEHALF OF ANY CORPORATE ENTITY WHICH EMPLOYS YOU OR WHICH YOU REPRESENT (CORPORATE LICENSEE) AND THE TERMS OF THIS DOCUMENT WILL BIND YOU, AND/OR THE CORPORATE LICENSEE AS APPLICABLE.

## 2. DEFINITIONS

2.1. In this Licence, the following expressions shall have the following meanings:

**"Account"** means the account which will be established prior to the commencement of the Service and which We will use for invoicing for the Services;

**"Confidential Information"** means all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, or Personal Data (as defined under Data Protection Laws), in all cases whether disclosed orally or in writing during the term of the Licence;

Data Protection Laws the statutes, regulations, codes, guidance and common law as applicable to the parties (or any of them) relating to the collection, use, storage or disclosure of information about an identifiable individual;

**"Documents"** means the manuals or other documentation provided Us for use in connection with the Software; Privacy Notice means a notice in writing containing a policy on Web Users' privacy rights and information on the collection and use of personal data;

**"Report(s)"** means the text, numerical and graphical analyses and comparisons containing Triggarr Data in accordance with the Settings established within an Account;

**"Settings"** means the individual parameters selected by You which together decide the information that will be included in a Report;

**"Software"** means the Tag and the PCA App Software;

**"Tag"** means the piece of code or javascript (or any updates to such code or javascript) which is attached to Your Web Resources for the collection of data and information on Web Users and User Hits which will contribute to the Triggarr Data;

**"Third Party"** means any third party:

- (a) to which You provide access to Your Account or
- (b) for which You use the Service to collect information on the third party's behalf;

**"PCA App"** means the GBG product for the sector analysis which aggregates Your PCA App Data to enable high level comparisons of the performance by Your business, with your sector peers and the entire GBG customer database;

**"PCA App Data"** means the information which is obtained from the activities undertaken by Web Users;

**"PCA App Software"** means the software operated by Our servers which conducts analyses and provides Reports containing the PCA App Data;

**"User Hits"** means:

- (a) a file from Your Web Resource being sent to a Web User's browser; and/or
- (b) a Web User making a page view (which may comprise of multiple files);

**"Web Resource"** means a Website, Web page or any other resource which You own or control that sends information to the Software and Service;

**"Web User"** means a person who visits a Web Resource.

2.2. Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

## 3. GRANT OF LICENCE

3.1. In consideration of Your agreement to the terms of this Licence, We grant You:

- (a) a limited, revocable, non-exclusive, non-sub licensable right to download the PCA App to use the Service; and
- (b) the ability to download Your Reports using the Service by downloading the PCA App from the Apple App Store and then logging in to your individual client account.

3.2. You may not use, copy, modify or transfer the Software or PCA App (including any related Documents) or any copy, in whole or in part, including any print-out of all or part of any database, except as expressly provided for in this Licence. If You transfer possession of any copy of the Software or PCA App to another party except as provided in this Licence, Your licence is automatically terminated. You may not translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Software or PCA App, except as expressly permitted by law. You may not vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software or Service.

3.3. You must:

- (a) not use the Software or Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Licence, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Software or Service or any operating system;
- (b) not infringe Our intellectual property rights or those of any third party in relation to Your use of the Software or the Service;
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to Your use of the Software or the Service;
- (d) not use the Software or Service in a way that could damage, disable, overburden, impair or compromise Our systems or security or interfere with other users; and
- (e) not collect or harvest any information or data from the Service or Our systems or attempt to decipher any transmissions to or from the servers running the Service.

## 4. FEES AND SERVICE

4.1. The initial PCA App will be provided free of charge. Additional service and feature upgrades will be available the costs of which will be clearly displayed on Our website and/or within the PCA App itself.

4.2. We may change Our fees and payment policies for the Service from time to time including the addition of costs for fees charged to Us or Our subsidiaries by third party suppliers for the inclusion of data in the Reports. Any amendments to the fees or payment terms are effective upon Your acceptance of those changes which will be notified to You by email and/or included within Your GBG Customer Account section. Unless otherwise stated, all fees are quoted in Pounds Sterling. Any outstanding balance becomes immediately due and payable upon termination of this Licence and may be charged to and collected by the mechanism used to invoice Your Account.

## 5. ACCOUNT PASSWORD AND SECURITY

5.1. You are solely responsible for:

- (a) maintaining the confidentiality and security of Your passwords and any Account codes and licence keys;



- (b) updating Your Account and password information with any changes;
- (c) all activities conducted in connection with Your Account;
- (d) reviewing and complying with all user policies and instructions relating to the Service; and ensuring awareness of and compliance with all applicable laws (including Data Protection Laws) to which You may be subject.

## 6. PRIVACY

- 6.1. You will not (and will not allow any third party to) use the Service to track, collect or upload any data that personally identifies an individual (such as a name, email address), or other data which can be reasonably linked to such information by Us.
- 6.2. You will maintain and comply with an appropriate Privacy Notice and will comply with all applicable laws, policies, and regulations relating to the collection of information from Your Web Users. You must ensure that Your Privacy Notice is readily accessible by Web Users and You must provide information of Your use of Tags and the ability of the Tags to collect the Triggarr Data
- 6.3. You will use commercially reasonable efforts to ensure that a Web User is provided with clear and comprehensive information about, and consents to, the storing and accessing of Tags or other information on a Device where such activity occurs in connection with the Service and where providing such information and obtaining such consent is required by law.
- 6.4. By using the PCA App or the Service, You consent to Us collecting and using technical information about the Devices and related software, hardware and peripherals that are internet-based or wireless to improve the Service and to provide services to You.

## 7. CONFIDENTIALITY

- 7.1. Neither party will use or disclose the other party's Confidential Information without the other's prior written consent except for the purpose of undertaking its obligations under this Licence or if required by law, any regulation or a court order.

## 8. INDEMNIFICATION

- 8.1. To the extent permitted by applicable law, You will indemnify, keep indemnified, hold harmless and defend Us from and against any and all Losses arising out of or relating to any and all:
  - (a) claims arising from or relating to the use of the Service (whether by You of Your affiliates contractors, employees customers, agents or Your Web Users);
  - (b) violations of this Licence;
  - (c) violations or infringement of any intellectual property, right to privacy or other right of any person or organisation.

## 9. THIRD PARTIES

- 9.1. If You use the Service on behalf of the Third Party or a Third Party otherwise uses the Service through Your Account, whether or not You are authorized by Us to do so, then You represent and warrant that
  - (a) You are authorized to act on behalf of, and bind to this Licence, the Third Party to all obligations that You have under this Licence,
  - (b) We may share with the Third Party any Triggarr Data that is specific to the Third Party's Web Resources, and
  - (c) You will not disclose Third Party's Triggarr Data to any other party without the Third Party's consent.

## 10. DISCLAIMER OF WARRANTIES

- 10.1. To the extent permitted by applicable law, except as expressly provided for in this Licence, We makes no other warranty of any kind, whether express, implied, statutory or otherwise, including without limitation

warranties of satisfactory quality, fitness for a particular use and non-infringement.

## 11. LIMITATION OF LIABILITY

- 11.1. You acknowledge that the PCA App is provided on an "as is" basis and any indemnities, warranties, terms of use (whether express or implied) are hereby excluded to the fullest extent permitted under applicable law.
- 11.2. Subject to clause 10, We will use reasonable endeavours to verify the accuracy of any information on or available through the Service but make no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the Software or the PCA App or that they will be timely or error-free, that defects will be corrected, or that the servers that makes the Service available are free of viruses or bugs. We accept no liability of any kind for any loss or damage from action taken or taken in reliance on material or information contained on or available through the Service.
- 11.3. Except in respect of personal injury or death caused directly by Our negligence, in no event will We be liable to You for any damages, including any lost profits, lost savings, loss of data or any indirect, special, incidental or consequential damages arising out of the use of or inability to use the PCA App, even if We have been advised of the possibility of such damages. Nothing in this Licence limits liability for fraudulent misrepresentation.

## 12. PROPRIETARY RIGHTS

- 12.1. You acknowledge that all intellectual property rights in the PCA App, the Software, Service and Documents anywhere in the world belong to Us or Our licensors, that such rights are licensed (not sold) to You, and that You have no rights in, or to, the PCA App, the Software, Service and Documents, other than the right to use each of them in accordance with the terms of this Licence.
- 12.2. You acknowledge that You have no right to have access to the Software or the PCA App in source-code form.

## 13. TERM AND TERMINATION

- 13.1. Either party may terminate this Licence at any time without notice.
- 13.2. Upon any termination of this Licence, We will stop providing, and You will stop accessing the Service; and You will delete all copies of PCA App and Software in any form.
- 13.3. In the event of any termination:
  - (a) You will not be entitled to any refunds of any usage fees or any other fees, and
  - (b) any outstanding balance for Service rendered until the date of termination will be immediately due and payable in full and
  - (c) all of Your historical Reports will no longer be available to You.

## 14. MISCELLANEOUS AND APPLICABLE LAW

- 14.1. You agree that We shall have the right, after supplying undertakings as to confidentiality, to audit any computer system on which the Software and Service are installed in order to verify compliance with this Licence.
- 14.2. Each party irrevocably agrees that the courts of the country of England and Wales shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or in relation to this Licence and the laws of England and Wales shall govern such controversy or claim.
- 14.3. This Licence constitutes the complete and exclusive statement of the agreement between the You and Us with respect to the subject matter of this Licence and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.
- 14.4. Any clause in this Licence that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this Licence shall not be affected by that deletion.

- 14.5. Failure or neglect by either party to exercise any of its rights or remedies under this Licence will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Licence nor prejudice that party's right to take subsequent action.
- 14.6. This Licence is personal to You and You may not assign, transfer, sub-contract or otherwise part with this Licence or any right or obligation under it without Our prior written consent.
- 14.7. Should You have any questions concerning this Licence please feel free to email [legals@gbgplc.com](mailto:legals@gbgplc.com).