

This Agreement is between you, the Customer, and:

Allies Computing Ltd
Manor Farm Barns
Fox Road
Framingham Pigot
NORWICH
NR14 7PZ

A Company registered in England and Wales under Company number 02170222 and whose Registered Office is at the above address.

We will consider your acceptance of these Terms & Conditions upon any or all of the following events: Installation or registration of our products or services, returning to us an order form or provision of a Purchase Order and/or upon payment of your purchase/renewal fee.

The Agreement is effective upon installation of our products and/or services for an initial Term of 12 months renewable annually until Termination.

Contents

Definitions & Interpretation
General Terms
UK Address Data
UK Geographic Data
International Address and Geographic Data

Definitions and Interpretation

Throughout this agreement the following words shall have these meanings:

Address	Refers to an address to which mail can be delivered.
Address Data	Refers to the data that can be accessed by an End User using Allies Computing Ltd products and services, and includes Datasets from Royal Mail (PAF®, Multiple Residence, Not Yet Built and Alias) and Datasets from other providers.
Associate Client	A Partner's End User invoiced and supported in its use of Address Data and Allies Computing Ltd's products and services by Allies Computing Ltd.
Bureau Customer	A customer for a Bureau Service.
Bureau Services	A service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant customer.
Confidential Information	Information of a confidential nature in whatever form and whether or not marked as confidential, relating to the business of a Party.

Customer Database	A database of an End User's customer.
Customer	The legal entity purchasing Address Data and Solutions from Allies Computing Ltd for its own use. Support is provided by Allies Computing Ltd. See also Partner .
Data Cleansing	The processing of existing data records using Address Data: <ul style="list-style-type: none"> a. Including validating, reformatting, correcting or appending additional data to those records, and b. Including the use of Address Data within address capture applications, but c. Not including Data Extraction (whether carried out by an address capture application or otherwise), <p>And Cleansed shall be read accordingly.</p>
Data Extraction	The extraction of Address Data or any part of it for the generation of new address records in a new or existing database.
Data Provider	The supplier, to Allies Computing Ltd, of the Datasets. For UK data this is Royal Mail, Ordnance Survey, Ordnance Survey Northern Ireland, and the Office for National Statistics. For United States of America data this is the United States Postal Service and for all other datasets it is GBG Loqate, HERE, or the Universal Postal Union. In all cases the Datasets are used under licence and all Trademarks and Copyrights are acknowledged.
Dataset	The data to which Allies Computing Ltd Solutions provides access. (Datasets shall be read accordingly).
Effective Date	The date notified to you by Royal Mail in its acceptance of your Licence Registration application.
End User	A single legal entity that you or a Licensee may permit to use Address Data through its Users in accordance with this Licence. See Associate Client and Reseller Client if you are sub-licensing Allies Computing Ltd products and services.
End User Terms	The terms set out in the section 'UK Address Data', 'UK Geographic Data' or 'International Address and Geographic Data' as applicable to the search.
Excepted End User	A person whose use as an End User of Address Data (in so far as it includes PAF® Data, Multiple Residence Data and/or Not Yet Built Data) does not attract Licence Fees, as published on the PAF® Licensing Centre. [For example signatories of a Public Sector Licence Agreement.]
Extracted Data	Data generated as a result of Data Extraction.
GeoData	Geographic co-ordinate data supplied by Ordnance Survey, the Office for National Statistics, National Registers of Scotland and the Land and Property Service and subject to the terms in 'UK Geographic Data'.
Licence Year	Each consecutive 12 month period during the Term (the first such period beginning on the Effective Date), and the period between the last day of such 12 period and the End Date.

Licensee	A person whose use of Address Data you authorise further to this Licence, or whose use is authorised by such a person by way of a sub-licence granted further to this Licence (whether directly or by way of a chain of sub-licences) but not an End User.
Maximum Data Return	Means 100 records of Address Data.
Multiple Residence Data	Royal Mail’s database known as the Multiple Residence file.
Month	Refers to a calendar month.
Not Yet Built Data	Royal Mail’s database known as the Not Yet Built file.
PAF® Data	Royal Mail’s database known as PAF®, and including the database known as the “Alias File”.
PAF® Licensing Centre	Royal Mail’s website at www.poweredbypaf.com/licensing-centre or such other website as Royal Mail may notify further to this Licence.
Partner	A legal entity purchasing Address Data and Solutions from Allies Computing Ltd for resale to End Users.
Party	Either Royal Mail or Allies Computing Ltd or you (and Parties shall be read accordingly).
Referrer Client	An End User that a Partner refers to Allies Computing Ltd to receive commission. The Reseller will have no further involvement in the End User’s account.
Reseller Client	An End User of a Partner that is invoiced and supported in its use of Address Data and Allies Computing Ltd’s products and services by the Partner.
Royal Mail	Royal Mail Group Limited, acting by its Address Management Unit.
Solution	A product or service or other solution which benefits from or includes Address Data in whatever form, however produced or distributed and whether or not including other functionality, services, software or data.
Solution Rights	The right of an authorised person to <ul style="list-style-type: none"> a. Create, modify and enhance its Solutions b. Provide its Solutions to End Users
Standard PAF® Licence	A licence (other than a licence on the terms of this Licence) for the use of PAF® Data on standard terms for specified uses made generally available by Royal Mail on the PAF®Licensing Centre or otherwise. Where applicable this also includes a licence to use Multiple Residence Data and/or Not Yet Built Data.
Sub-licensing Rights	The right to grant sub-licences of Solution Rights and Promotion/Trial Rights, including within such sub-licences a right to grant further sub-licences on the same terms as this right.
Substantially All Database	A database which on its own or as a part of another database comprises all or substantially all the addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland.

Term	The period during which this licence is in force according to its terms.
User	An individual authorised by an End User to use a Solution.
Website	A website, application or other remotely-enabled means of communicating with end user customers for products and services, made generally available to such customers.
Website Use	<p>The use of Address Data to capture or verify address details of an End User's Website where:</p> <ul style="list-style-type: none"> (a) Website Users are not the End User's employees or concerned with the provision of services to the End User (unless acting in a personal capacity), and (b) Neither the use of the Website or the End User's product and service offering is connected with the management of address data or Data Cleansing, and (c) The address capture or verification is carried out for the purpose of the receipt of products or services enabled by the website.
Working Day	Monday to Friday excluding bank and public holidays in England.
You	The licensee entity specified during Licence Registration (and Your shall be read accordingly).

Licence

1. This Agreement is between Allies Computing Ltd and its Customer and governs the use of all Solutions supplied to the Customer.
2. Allies Computing Ltd grants a Licence to use its Solutions for the following purposes:
 - a. The creation, modification and enhancement of a Customer's own Solutions which they use themselves;
 - b. The creation, modification and enhancement of a Partner's own Solutions which they sell on to their own customers
3. Such use is subject to the Terms and Conditions which apply to the Datasets.
4. The rights assigned by this Agreement and the End User Terms of the Dataset Providers are non-transferrable, are non-exclusive and are revocable.
5. The rights of any down-level End-Users are limited to the rights expressed in this Licence Agreement and shall not be more or less permissive.
6. Allies Computing Ltd is a non-exclusive licensee of GBG Loqate Inc, HERE, Ordnance Survey, the Office for National Statistics, Royal Mail, the United States Postal Service and the Universal Postal Union and is licensed to distribute Address Data to End Users and Partners under the terms of the contracts held with them. All Trade Marks and Copyright in the Data is reserved by the respective holders.
7. For the purposes of United States Government End Users the Data is a "commercial item", as that term is defined at 48 C.F.R. ("FAR") 2.101, as is licensed in accordance with the End User terms under which the Data is provided.

Web Services

1. Use of Allies Computing Ltd's web services is subject to agreement to the Acceptable Use Policy. Acceptance of these Terms shall indicate acceptance of the Acceptable Use Policy.
2. Performance of the Web Services may be tested under load only by prior agreement in writing with Allies Computing Ltd.

Liability

1. Allies Computing Ltd does not in any way warrant the accuracy or completeness of the Datasets nor the Solutions and accepts no liability for any loss or damage (whether direct or indirect or consequential) howsoever arising in connection with these Terms and Conditions or its termination, except to the extent that such liability may not be lawfully excluded.
2. Allies Computing Ltd is not liable in any way in respect of any Data or Solutions provided by Partners which they have provided to their customers and shall have no liability to any third parties for breach of this licence by an End User.
3. Allies Computing Ltd reserves the right to change and improve Solutions without notice.
4. The End-User and/or Partner acknowledges that the Solutions are not error-free and agrees that the existence of such errors shall not constitute a breach of this Agreement.
5. Where a material error, fault or defect is discovered by an End-User or Partner which substantially affects his use of the Solution and notifies Allies Computing Ltd of the error within 90 days from the date of purchase (the Warranty Period), then, subject to the End-User or Partner having complied with the terms of this Agreement, Allies Computing Ltd shall, at its sole option, either refund the fee, replace the Solution or correct it without additional charge but shall have no other liability under this Agreement. If any modifications are made to the Solution by the End-User or Partner during the Warranty Period then the Warranty referred to in this clause shall be immediately terminated.
6. Nothing in this Agreement shall affect the End-User or Partner's statutory rights as a consumer.
7. The Solutions are not designed, manufactured or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation, traffic or communication systems, air traffic control, direct life-support machines, or weapons systems. In which the failure of the Solution could lead to death, personal injury or severe physical or environmental damage ("High Risk Activities"). Accordingly, Allies Computing Ltd and its suppliers specifically disclaim any express or implied warranty of fitness of the Data and Solutions for use in High Risk Activities.
8. The Dataset Providers shall have no liability to Partners and End Users in respect of a breach by Allies Computing Ltd of contracts between Allies Computing Ltd and the Dataset Providers as per the Contract Terms (Rights of Third Parties) Act 1999.
9. The Dataset Providers make no warranties as to the completeness or accuracy of their Datasets and specifically disclaim any express or implied warranty regarding errors or omissions beyond making corrections from time to time when errors are notified to them.
10. Allies Computing Ltd shall have no liability in respect of anything which may constitute a breach of this Agreement arising by reason of *force majeure*, namely, circumstances beyond our reasonable control

Intellectual Property Rights

1. Intellectual Property Rights in the Datasets shall remain the property of the Data Providers.
2. Intellectual Property Rights in the data structures, and the software components making up the Solutions and the accompanying architecture shall remain vested in Allies Computing Ltd.
3. The End-User and/or Partner shall not remove nor tamper with any Intellectual Property Rights notice attached or used in relation to the Data and Solutions.
4. No right to use any of the trademarks, service marks, business names, logos, Copyright patents and other Intellectual Property Rights used or embodied within or in connection with the Data and Solutions of any of the Data Providers or Allies Computing Ltd is granted except by written consent from Allies Computing Ltd.

Termination

1. This Agreement will terminate on one of the following events:
 - a. Cancellation by the Customer by completing a Cancellation Form
 - b. Breach of these Terms and Conditions or those of the Data Providers
 - c. Expiry of the Promotion/Trial period unless a new Agreement has been entered into
 - d. Expiry of the Dataset usage licence
2. Within 10 Working Days the End User shall remove all copies of the Software and any local copies of the Datasets from their systems or render them unusable

Purchasing our Address Data and Solutions for resale: Partners

1. You act as a Partner if you purchase our Address Data and Solutions so that you can resell them to your customers.
2. Where your Solution contains Royal Mail data you must:
 - a. Provide us with the details necessary to enable us to register your customer with Royal Mail as an End User of Royal Mail Data; these include business name and registered address; and
 - b. Provide your customer with the 'End User Terms for UK Address Data' given in the section 'UK Address Data'.
3. You must use the registration details or API key supplied by Allies Computing Ltd ONLY for the customer named in the registration or API key details.
4. You must provide for the cessation of your customer's Licence with us and Allies Computing Ltd shall have no liability on termination of their Licence.
5. You shall indemnify Allies Computing Ltd against any issues with your Solution that are outside of our control.
6. Allies Computing Ltd will only pay you commission if agreed at the outset or by a subsequent change in contract terms, and according to the level and interval agreed when your Partner account is set up.
7. If you register Your customer as a Reseller Client:
 - a. You are responsible for technical support calls, product maintenance and supplying data updates.
8. If you register Your customer as an Associate Client:
 - a. You will hand over control of the customer's Licence to us and we will provide the necessary technical support services.
9. If you register Your customer as a Referrer Client:
 - a. You will hand over control of the customer's Licence to us and we will provide the necessary technical support services.

Marketing

This Agreement entitles Allies Computing Ltd to display your corporate logo (or your customer's corporate logo if you act as a Partner) on our website (<http://www.alliescomputing.com>) for marketing purposes. If you would prefer us not to do this, please let us know by e-mailing sales@alliescomputing.com.

Jurisdiction

This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the jurisdiction of the English courts.

UK Address Data

End User Terms for Address Data containing Royal Mail datasets®

1. End Users' Permitted Use of Solutions

End Users may freely use Address Data insofar as it includes PAF® Data, Multiple Residence Data and/or Not Yet Built Data) (referred to for the rest of this section as 'Royal Mail Datasets') in Solutions in accordance with these End User Terms

2. Conditions of Use

1. End Users must not make copies of Address Data except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.
2. End Users may use Address Data for Data Extraction but Extracted Data:
 - a. May only be accessed by Users, and
 - b. Must not be supplied or any access to it provided to any third party
3. End Users may provide Cleansed data to third parties provided that:
 - a. Where that supply is a Bureau Service, the End User and the Bureau Customers comply with the restrictions in Schedule 4, and
 - b. If such databases are Substantially All Databases:
 - i. Such databases are not represented or held out as a master, original or comprehensive address database or other similar description,
 - ii. The access is provided in the course of the End User's normal data supply or routine business activities and is not carried on as a business in its own right, and
 - iii. The provision includes a prominent notice that the relevant Cleansed data has been cleansed against the applicable Royal Mail Dataset(s)
4. End Users must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address details of third parties.
5. Except as set out in these End User Terms, End Users must not:
 - a. Transfer, assign, sell or licence Solutions or their use to any other person,
 - b. Use Solutions to create a product or service distributed or sold to any third party which relies on any use of Address Data including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or
 - c. Copy, reproduce, extract, reuse or publish Solutions or any of them.

3. Subcontracting

End Users may provide Address Data to their subcontractors who may use it to the extent necessary for:

- a. The provision of information technology services to the End User, or
- b. Acting on behalf of the End User

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

4. Personal Rights

End User rights are personal, limited and non-transferable.

5. Royal Mail's IPR notice

The End User acknowledges that Royal Mail is the owner of the intellectual property rights in the Royal Mail Datasets and their associated brands and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in these End User Terms.

6. Cessation of Use of Address Data

End Users must cease use of Address Data if their right to use Address Data is terminated and also destroy any copies of Address Data they hold.

7. Address Data Use By Users

End Users must ensure that:

- a. These End User Terms bind their Users,
- b. Only their Users exercise the use rights of Solutions and Address Data granted to End Users further to these End User Terms, and
- c. In the event of termination or expiry of End Users' rights to use Solutions and Address Data, the rights of Users to use them also terminate.

UK Geographic Data

End User Terms for GeoData

1. General

1.1. In this case:

The **“GeoData”** is made up from several sources:

- a. Ordnance Survey data © Crown copyright and database right 2015
 - b. Royal Mail data © Royal Mail copyright and database right 2015
 - c. National Statistics data © Crown copyright and database right 2015
 - d. Allies Computing Ltd © copyright and database right 2015
 - e. Land and Property Services (LPS) © Crown copyright and database right 2015
- 1.2. **“End Users”** are the Companies or Organisations that purchase/use the GeoData within Allies Computing Ltd’s products and services.

2. Ownership and Copyright of the GeoData

- 2.1. Part of the GeoData contains the Office for National Statistics NSPD Open Data. The terms which apply to this data only are as follows:
- 2.2. At all times the copyright in the Open Data, in any format, belongs to the Crown, or have been licensed to the Crown. The following attribution statements apply to this licence which must be acknowledged when the Data is used:
 - 2.2.1. Contains Ordnance Survey data © Crown copyright and database right 2010
 - 2.2.2. Contains Royal Mail data © Royal Mail copyright and database right 2010
 - 2.2.3. Contains National Statistics data © Crown copyright and database right 2010
- 2.3. Any sub-licences that we grant must include the same acknowledgment, and further sub-licences must do the same.
- 2.4. Part of the GeoData contains LPS Data. The terms which apply to this data only are as follows:
 - 2.4.1. At all times the copyright in LPS Data, in any format, belongs to the Crown, or have been licensed to the Crown. The following attribution statements apply to this licence which must be acknowledged when the Data is used: Contains Land and Property Services data © Crown copyright and database right 2010
- 2.5. Other parts of the GeoData are provided by Allies Computing Ltd. This data may include:
 - Imputed missing values
 - Additional fields
 - Spelling corrections
 - Missing address elements
- 2.6. The Office for National Statistics has licenced Allies Computing Ltd to resell the data within its products and services.

3. Transfer Restrictions

The GeoData is licensed only to you, the End User, and may not be transferred to anyone without the prior written consent of Allies Computing Ltd. In no event may you transfer, assign, rent, lease, sell or otherwise dispose of the GeoData on a temporary or permanent basis.

4. Restrictions on use

- 4.1. Access to and use of the GeoData indicates your acceptance of these terms and conditions. If you do not agree with them, you should promptly return the GeoData.
- 4.2. You must ensure that you do not use the GeoData in any way that suggests the Data Provider endorses you or your use of the GeoData.
- 4.3. You must ensure that you do not misrepresent the GeoData or its source.
- 4.4. End Users shall register with Allies Computing Ltd and state if the use of the GeoData is for 1) external website use or 2) internal use. The End User shall also declare all other facts that may affect the licence and pricing.
- 4.5. The GeoData may only be used for the End Users own purposes and the provision of services to other Third Parties is not permitted, unless expressly authorised by Allies Computing Ltd.
- 4.6. End Users who would like to offer this service to other Third Parties should inform Allies Computing Ltd.
- 4.7. End Users must comply with the relevant data protection provisions.

5. Additional Disclaimer for Office for National Statistics Data

- 5.1. The Office for National Statistics expressly excludes all warranties (expressed or implied) including, without limitation, implied warranties of merchantability and fitness for a particular purpose with respect to defects in the Data. No warranty is given by the Office for National Statistics as to the accuracy and/or comprehensiveness of the Data, or for the continued supply of the Data.
- 5.2. In no event shall the Office for National Statistics be liable for any loss of profit and/or any other commercial damage including without limitation special, incidental, consequential or other damages.
- 5.3. This Licence is covered by the laws of England and Wales.

International Address and Geographic Data

1. HERE

Allies Computing Ltd is sub-licensed by HERE to provide data from third party data providers for the international Datasets within the products. Regulatory and third party supplier restrictions and obligations (including copyright notices) apply and these can be found at <https://legal.here.com/terms/general-content-supplier/terms-and-notice/>. You are expressly permitted to use the Data under the general terms of this Licence Agreement.

2. Loqate

Allies Computing Ltd is sub-licensed by Loqate for the provision of third party data for the international Datasets within the products. All respective intellectual property rights are acknowledged. You are expressly permitted to use the Data under the general terms of this Licence Agreement.