

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.

### Definitions and Interpretation

Throughout this agreement the following words shall have these meanings:

<b>Address</b>	Refers to an address to which mail can be delivered
<b>Address Data</b>	Refers to Royal Mail's PAF® Data, Royal Mail's Multiple Residence data file and other Datasets that may apply from other providers
<b>Bureau Customer</b>	A customer for a Bureau Service
<b>Bureau Services</b>	A service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant customer
<b>Confidential Information</b>	Information of a confidential nature in whatever form and whether or not marked as confidential, relating to the business of a Party
<b>Customer Database</b>	A database of an End User's customer
<b>Data Cleansing</b>	The processing of existing data records using PAF® Data: <ul style="list-style-type: none"><li>a. Including validating, reformatting, correcting or appending additional data to those records, and</li><li>b. Including the use of PAF® Data within address capture applications, but</li><li>c. Not including Data Extraction (whether carried out by an address capture application or otherwise),</li></ul>

And **Cleansed** shall be read accordingly.

<b>Data Extraction</b>	The extraction of PAF® Data or any part of it for the generation of new address records in a new or existing database
<b>Data Provider</b>	The supplier, to Allies Computing Ltd, of the Datasets
<b>Dataset</b>	The data to which Allies Computing Ltd Solutions provides access. ( <b>Datasets</b> shall be read accordingly)
<b>Effective Date</b>	The date notified to you by Royal Mail in its acceptance of your Licence Registration application
<b>End User</b>	A single legal entity that you or a Licensee may permit to use PAF® Data through its Users in accordance with this Licence
<b>End User Terms</b>	The terms set out in the section Terms and Conditions Applying to use of Royal Mail Data in Allies Computing Ltd Products and Services’
<b>Excepted End User</b>	A person whose use as an End User of PAF® Data does not attract Licence Fees, as published on the PAF® Licensing Centre. [For example signatories of a Public Sector Licence Agreement.]
<b>Extracted Data</b>	Data generated as a result of Data Extraction
<b>Licence Year</b>	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
<b>Licensee</b>	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.
<b>Maximum Data Return</b>	Means 100 records of Address Data
<b>Month</b>	Refers to a calendar month
<b>PAF® Data</b>	Royal Mail’s database known as PAF®, and including the database known as the “Alias File”
<b>PAF® Licensing Centre</b>	Royal Mail’s website at <a href="http://www.poweredbypaf.com/licensing-centre">www.poweredbypaf.com/licensing-centre</a> or such other website as Royal Mail may notify further to this Licence.
<b>Party</b>	Either Royal Mail or Allies Computing Ltd or you (and <b>Parties</b> shall be read accordingly).
<b>Royal Mail</b>	Royal Mail Group Limited, acting by its Address Management Unit
<b>Solution</b>	A product or service or other solution which benefits from or includes Address Data (including the provision of PAF® Data itself), in whatever form, however produced or distributed and whether or not including other functionality, services, software or data.
<b>Solution Rights</b>	The right of an authorised person to <ul style="list-style-type: none"> <li>a. Create, modify and enhance its Solutions</li> </ul>

**b. Provide its Solutions to End Users**

<b>Standard PAF® Licence</b>	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
<b>Sub-licensing Rights</b>	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
<b>Substantially All Database</b>	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
<b>Term</b>	The period during which this licence is in force according to its terms
<b>User</b>	An individual authorised by an End User to use a Solution
<b>Website</b>	A website, application or other remotely-enabled means of communicating with end user customers for products and services, made generally available to such customers
<b>Working Day</b>	Monday to Friday excluding bank and public holidays in England, and
<b>You</b>	The licensee entity specified during Licence Registration (and <b>Your</b> 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.

## 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 shall not be liable 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.
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.

## 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

## Partners

1. You must ensure that, where your Solution contains Royal Mail data, that the 'End User Terms for Royal Mail PAF®' given in the section 'Terms and Conditions Applying to use of Royal Mail Data in Allies Computing Ltd Products and Services' are passed on in their entirety to Your customers
2. You must use registration details supplied by Allies Computing Ltd ONLY for the customer(s) named in the registration details
3. If you register Your customer as a Referrer Client or an Associate Client:
  - a. You must provide us with the details necessary to enable us to register your customer with Royal Mail as an End User of PAF®
  - b. You will hand over control of the customer's PAF® Licence to us and we will provide the necessary technical support services
  - c. Your Solution provided to End Users must provide for cessation of the End User's PAF® licence agreement and Allies Computing Ltd shall have no liability to maintain your Solution on termination of their PAF® Licence.
  - d. You shall indemnify Allies Computing Ltd against any issues with your Solution that are outside of our control
4. If you register Your customer as a Reseller Client:
  - a. You are responsible for technical support calls, product maintenance and supplying data updates.
  - b. You must provide us with the details necessary to enable us to register your customer with Royal Mail as an End User of PAF®
  - c. Allies Computing Ltd shall have no liability in your Solution save in the components that we have provided for address lookup.

# Terms and Conditions Applying to use of Royal Mail Data in Allies Computing Ltd Products and Services

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The following Terms and Conditions apply to all Allies Computing Ltd products and services making use of Royal Mail PAF® Data.

## End User Terms for Royal Mail PAF®

### 1. End Users' Permitted Use of Solutions

End Users may freely use PAF® Data in Solutions in accordance with these End User Terms

### 2. Conditions of Use

1. End Users must not make copies of PAF® 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 PAF® 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 PAF® Data
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 PAF® Data including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or
  - c. Copy, reproduce, extract, reutilise or publish Solutions or any of them.

### 3. Subcontracting

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

- a. The provision of information technology services to the 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 PAF® Data 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 PAF® Data and the PAF® brand and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in these End User Terms.

#### **6. Cessation of Use of PAF® Data**

End Users must not cease use of PAF® Data if their right to use PAF® Data is terminated and also destroy any copies of PAF® Data they hold.

#### **7. PAF® 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 PAF® 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 PAF® Data, the rights of Users to use them also terminate.