

Licence Agreement for using the Licensed Materials

Version 28.0.2
2 April 2019

1. Definitions

Allies Websites shall mean any or all websites owned by Allies including but not limited to alliescomputing.com and postcoder.com.

Credit Pack shall mean a collection of pre-paid credits which can be redeemed in exchange for access to the Licensed Web Service.

Client shall mean any third party that uses the Licensed Materials within a product or service which is provided, sold or licensed to them by the Customer.

Customer shall mean the legal entity that is registered online or specified on the order form under the 'Company Name'.

Closed User Group shall mean the Customer's network of businesses comprising the Customer and not less than 10 business partners all of a single type.

Effective Date shall mean the date that the contract formed by this Agreement comes into force, being the date that it is accepted online by the Customer, or the date specified on the order form or renewal form.

Group Member shall mean the Customer or one of its business partners who are members of a Closed User Group.

High Risk Activities shall mean 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.

Licensed Materials shall mean the Licensed Data, the Licensed Web Service, the Licensed Software and / or any other asset made available by Allies to the Customer under this Agreement.

Licensed Data shall mean any data, including Third Party Data, made available by Allies to the customer under this Agreement.

Licensed Web Service shall mean any Allies proprietary service made available on the internet by Allies to the Customer under this Agreement.

Licensed Software shall mean any Allies proprietary software made available by Allies to the Customer under this Agreement.

Monthly Credit Plan shall mean a monthly allowance of credits which can be redeemed in exchange for access to the Licensed Web Service.

Third Party Data shall mean any intellectual property in the form of data, such as PAF, that belongs to a Third Party Licensor.

Third Party EULA shall mean a third party end user licence which is applicable to the Customer's use of the Licensed Materials.

Third Party Licensor shall mean a legal entity such as Royal Mail or Ordnance Survey that provides a licence to use its intellectual property.

Third Party Supplier shall mean a legal entity that contributes in some way to the provision of the Licensed Materials.

2. Parties

2.1. This is an Agreement between:

- 2.1.1. Allies Computing Limited ("Allies") registered in England and Wales under Company Number 2170222 and whose registered office address is Manor Farm Barns, Fox Road, Framingham Pigot, NORWICH, NR14 7PZ; and
- 2.1.2. the Customer.

2.2. The individual accepting this Agreement confirms that it is authorised to do so as an agent on behalf of the Customer.

3. Grant of Licence

3.1. During the Term in accordance with this Agreement, Allies grants to the Customer the non-exclusive, non-transferable, revocable right to use the Licensed Materials:

- 3.1.1. for its own internal business use; and
- 3.1.2. within a product or service that it provides, sells or licenses to its own Client (e.g. through Software as a Service) providing the Customer: (i) enforces the End User Terms in Schedules 1-3 upon the Client and (ii) provides Allies with the Client's business name, company number, registered office address and usage summary of the Third Party Data as described in 4.2.4.

3.2. Where Allies has stated in writing that the Customer is providing a Closed User Group, Allies grants to the Customer and the Group Members the non-exclusive, non-transferable, revocable right to use the Licensed Materials for their own internal business use during the Term in accordance with this Agreement, with the exception of Data Extraction (see Schedule 1) which is prohibited for all Closed User Groups.

4. Third Party Licensors

4.1. The Customer acknowledges that by accepting this Agreement, it will also be entering into separate licensing agreements with Third Party Licensors.

4.2. The Customer acknowledges that the Third Party Licensors require:

- 4.2.1. Allies to comply with certain requirements when including the Third Party Data within the Licensed Materials; and
- 4.2.2. the Customer to comply with certain requirements when using the Third Party Data within the Licensed Materials (the Third Party EULAs); and
- 4.2.3. Allies to share with them the Customer's business name, company number, registered office address and usage summary of the Third Party Data; and
- 4.2.4. Allies to share with them the Client's business name, company number, registered office address and usage summary of the Third Party Data; and
- 4.2.5. Allies to share with them, on request, each Group Member's business name, company number, registered office address and usage summary of the Third Party Data.

4.3. Consequently, the Customer agrees that it will not undertake any activities which would result in any of the above arrangements to be breached.

5. Term

5.1. This Agreement shall commence on the Effective Date and shall continue in force until it is terminated in accordance with the provisions of this Agreement.

6. Termination

- 6.1. This Agreement shall be terminated after a term of twelve (12) months from the Effective Date or sooner if the Customer's:
 - 6.1.1. evaluation period expires through time; or
 - 6.1.2. Credit Pack empties to zero or expires through time; or
 - 6.1.3. Monthly Credit Plan is cancelled by the Customer.
- 6.2. Either party may terminate this Agreement upon written notice to the other party if the other party:
 - 6.2.1. commits a material breach of any of its obligations under this Agreement which is not cured within thirty (30) days after receipt of a written notice from the non-breaching party; or
 - 6.2.2. becomes insolvent, files or has filed against it a petition in bankruptcy.
- 6.3. On termination, the Customer shall:
 - 6.3.1. immediately cease using the Licensed Materials; and
 - 6.3.2. immediately destroy all copies of the Licensed Materials that it holds; and
 - 6.3.3. provide written confirmation to Allies within seven (7) days that it has done so.
- 6.4. On termination, Allies shall inform the Third Party Licensors that the Customer is no longer licensed to use the Third Party Data.

7. Payments and Invoicing

- 7.1. The Customer shall pay the fees set out in and/or referred to in the invoice.
- 7.2. All invoices are payable within thirty (30) days after the date of invoice, unless stated otherwise.
- 7.3. If the Customer fails to pay any invoice in accordance with the foregoing terms, the Customer shall also pay interest on the unpaid amount at the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law.

8. Acceptable Use

- 8.1. The Customer shall use the Licensed Materials:
 - 8.1.1. for a legal purpose which is compliant with all applicable laws and regulations; and
 - 8.1.2. in accordance with the use that has been agreed in writing with Allies; usage outside of this accord may result in additional charges which the Customer will pay upon request from Allies; and
 - 8.1.3. when accessed through the Licensed Web Service, to serve requests which are initiated by people in real-time (e.g. through a website form) and not an automated process (e.g. batch script working through a database or through the use of automated load generation / test tools) except as otherwise agreed in writing with Allies.

9. Marketing

- 9.1. The Customer agrees that Allies may display the corporate logo of the Customer on the Allies Websites. The Customer may opt-out at any time in writing to sales@alliescomputing.com.

10. Errors

- 10.1. The Customer acknowledges that the Licensed Materials are not error-free and agrees that the existence of such errors shall not constitute a breach of this Agreement.

- 10.2. Where a material error, fault or defect is discovered by the Customer which substantially affects its use of the Licensed Materials and notifies Allies of the error within thirty (30) days from the date of purchase (the Warranty Period), then, subject to the Customer having complied with the terms of this Agreement, Allies shall, at its sole option, either refund the fee, replace the Licensed Materials or correct it without additional charge but shall have no other liability under this Agreement.
- 10.3. If any modifications are made to the Licensed Materials by the Customer during the Warranty Period then the Warranty referred to in this clause shall be immediately terminated.

11. Liability

- 11.1. The Customer shall use its best endeavours to use adequate technological and security measures to ensure that the Licensed Materials, including API keys and registration details, are kept secure from unauthorised use or access.
- 11.2. Nothing in this agreement shall limit or exclude either Party's liability for personal injury, death, fraud or any liability which may not be lawfully limited or excluded.
- 11.3. Nothing in this Agreement shall affect the Customer's statutory rights as a consumer.
- 11.4. Allies does not in any way warrant the accuracy or completeness of the Licensed Materials and accepts no liability for any loss or damage (whether direct or indirect or consequential) howsoever arising in connection with this Agreement or its termination, except to the extent that such liability may not be lawfully excluded.
- 11.5. The Licensed Materials are not designed, manufactured or intended for use or resale as online control equipment in High Risk Activities in which the failure of the Licensed Materials could lead to death, personal injury or severe physical or environmental damage. Accordingly, Allies, the Third Party Licensors and the Third Party Suppliers specifically disclaim any express or implied warranty of fitness of the Licensed Materials for use in High Risk Activities.
- 11.6. Allies 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.
- 11.7. Allies shall not be liable for any claim which is not brought against Allies within 12 months following the earlier of: (1) when the event giving rise to the cause of the action arose; and (2) termination of this Agreement.

12. Intellectual Property Rights

- 12.1. Intellectual Property Rights in the data structures and the Allies proprietary components that make up the Licensed Materials shall remain vested in Allies.
- 12.2. 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 Licensed Materials, Allies or the Third Party Licensors is granted except by written consent from Allies.

13. Audit

- 13.1. Allies and the Third Party Licensors shall have the right, on reasonable notice and during normal working hours, to audit the Customer's use of the Licensed Materials.
- 13.2. Allies and the Third Party Licensors shall:

- 13.2.1. take all reasonable steps to minimise disruption to the Customer's business during such audit; and
- 13.2.2. be responsible for the costs of conducting such audit, except where the Customer is found to be non-compliant with its obligations under this Agreement, in which case Allies or the Third Party Licensor may charge the Customer for its reasonable costs in conducting the audit.

14. Data Protection

- 14.1. The Customer acknowledges that the Third Party Licensors require Allies to share with them certain Customer data as set out in the Third Party Licensors section.
- 14.2. Except as agreed in writing Allies will not use such data for any other purpose and shall treat such data as confidential data.

15. Variation

- 15.1. Except as set out in this clause, the terms of this Agreement may only be changed if Allies and the Customer agree in writing.
- 15.2. Allies may change the terms of this Agreement on giving three (3) months' notice if the change is necessary to comply with the law or the requirements of a Third Party Licensor.
- 15.3. If any part of the Licensed Materials is removed from this Agreement as a result of a variation then the Customer shall:
 - 15.3.1. immediately cease using the Licenced Materials that has been removed; and
 - 15.3.2. immediately destroy all copies of the Licenced Materials that has been removed that it holds; and
 - 15.3.3. provide written confirmation to Allies within seven (7) days that it has done so.

16. Jurisdiction

- 16.1. 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.

Schedule 1 – End User Terms for using Royal Mail datasets (PAF, Multiple Residence, Not Yet Built and Alias) within the Licensed Materials

17. Definitions

Bureau Customer shall mean a customer for a Bureau Service.

Bureau Services shall mean a service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant customer.

Customer Database shall mean a database of an End User's customer.

Data Cleansing shall mean the processing of existing data records using Royal Mail Data:

including validating, reformatting, correcting or appending additional data to those records, and including the use of Royal Mail Data within address capture applications, but not including Data Extraction (whether carried out by an address capture application or otherwise),

and **Cleansed** shall be read accordingly.

Data Extraction shall mean the extraction of Royal Mail Data or any part of it for the generation of new address records in a new or existing database.

End User shall mean the same as Customer (and Client where one or more exists) in the main body of this Agreement.

Extracted Data shall mean data generated as a result of Data Extraction.

Licensee shall mean the same as Customer in the main body of this Agreement.

Royal Mail Data shall mean any or all of the following Royal Mail databases: PAF, Multiple Residence, Not Yet Built and Alias.

Solution shall mean a product or service or other solution which benefits from or includes Royal Mail Data, in whatever form, however produced or distributed and whether or not including other functionality, services, software or data.

Substantially All Databases shall mean 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 shall mean an individual authorised by an End User to use a Solution.

18. End Users' Permitted Use of Solutions

- 18.1. End Users may freely use Royal Mail Data in Solutions in accordance with these End User Terms.

19. Conditions of Use

- 19.1. End Users must not make copies of Royal Mail Data except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.
- 19.2. End Users may use Royal Mail Data for Data Extraction but Extracted Data:
 - 19.2.1. may only be accessed by Users, and
 - 19.2.2. must not be supplied or any access to it provided to any third party.
- 19.3. End Users may provide Cleansed data to third parties provided that:
 - 19.3.1. where that supply is a Bureau Service, the End User and the Bureau Customers comply with the restrictions listed under Bureau Services, and
 - 19.3.2. if such databases are Substantially All Databases:
 - 19.3.2.1. such databases are not represented or held out as a master, original or comprehensive address database or other similar description,
 - 19.3.2.2. 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
 - 19.3.2.3. the provision includes a prominent notice that the relevant Cleansed data has been cleansed against Royal Mail Data.
- 19.4. 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.
- 19.5. Except as set out in these End User Terms, End Users must not:

- 19.5.1. transfer, assign, sell or license Solutions or their use to any other person,
- 19.5.2. use Solutions to create a product or service distributed or sold to any third party which relies on any use of Royal Mail Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or
- 19.5.3. copy, reproduce, extract, reuse or publish Solutions or any of them.

20. Subcontracting

- 20.1. End Users may provide Royal Mail Data to their subcontractors who may use it to the extent necessary for:
 - 20.1.1. the provision of information technology services to the End User, or
 - 20.1.2. acting on behalf of the End User
- 20.2. in each case for the End User's own business purposes and not those of the sub-contractor and provided that each such subcontractor agrees to observe the restrictions on use of Royal Mail Data contained in these End User Terms and that the End User is responsible for any breaches of those terms by such subcontractor.

21. Personal Rights

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

22. Royal Mail's IPR notice

- 22.1. The End User acknowledges that Royal Mail is the owner of the intellectual property rights in Royal Mail Data and its 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.

23. Cessation of Use of Royal Mail Data

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

24. Royal Mail Data use by Users

- 24.1. End Users must ensure that:
 - 24.1.1. these End User Terms bind their Users,
 - 24.1.2. only their Users exercise the use rights of Solutions and Royal Mail Data granted to End Users further to these End User Terms, and
 - 24.1.3. in the event of termination or expiry of End Users' rights to use Solutions and Royal Mail Data, the rights of Users to use them also terminate.

25. Bureau Services

- 25.1. End Users performing Bureau Services are subject to the terms and restrictions set out below and must ensure that they are observed by Bureau Customers.
- 25.2. End Users must not supply or provide access to a Cleansed Customer Database to any person other than the relevant Bureau Customer.
- 25.3. End Users may only supply or provide access to Cleansed Customer Databases to Bureau Customers if there is a prominent notice included with the cleansed data stating that the data has been cleansed against Royal Mail's PAF® and Multiple Residence databases.

- 25.4. The End User and a Bureau Customer may use the following statement on its publicity and marketing material: "[Name] processes databases against Royal Mail's PAF, Multiple Residence, Not Yet Built and Alias databases" provided that such use is reasonable.
- 25.5. The names of Bureau Customers must be provided to Royal Mail on its request.
- 25.6. Licence fees are payable in respect of each End User providing Bureau Services and will be calculated by Allies.

Schedule 2 – End User Terms for using Ordnance Survey datasets (AddressBase, AddressBase Plus and AddressBase Premium) within the Licensed Materials

26. Definitions

Ordnance Survey Data shall mean any or all of the following Ordnance Survey databases: AddressBase, AddressBase Plus and AddressBase Premium.

27. Conditions of Use

- 27.1. If the Customer elects to activate and use the Ordnance Survey Data through the Licensed Materials, the Customer shall:
 - 27.1.1. maintain and provide to Allies on a monthly basis a list of the Ordnance Survey Data records identified by UPRN (and by Client where one or more exists) that are retrieved, used and / or stored through the Licensed Materials; and
 - 27.1.2. acknowledge that Ordnance Survey require Allies to share with them this data as set out in the Third Party Licensors section; and
 - 27.1.3. use the following copyright statement where this occurs: Ordnance Survey © Crown Copyright and database right 2019

28. Intellectual Property Rights

- 28.1. The Customer acknowledges that Ordnance Survey is the owner of the intellectual property rights in Ordnance Survey Data and its brands and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in this Agreement.

Schedule 3 – End User Terms for using UK geographical data within the Licensed Materials

29. Definitions

UK Geo Data shall mean the UK geographical data within the Licensed Materials provided by Ordnance Survey, Royal Mail, the Office for National Statistics, Land and Property Services and Allies.

30. Conditions of Use

- 30.1. If the Customer elects to use the UK Geo Data through the Licensed Materials, the Customer shall use the following copyright statements where this occurs:
 - 30.1.1. Ordnance Survey © Crown Copyright and database right 2019

- 30.1.2. Royal Mail © Copyright and database right 2019
- 30.1.3. Office for National Statistics © Crown Copyright and database right 2019
- 30.1.4. Land and Property Services (LPS) © Crown Copyright and database right 2019
- 30.1.5. Allies Computing Ltd © Copyright and database right 2019

31. Intellectual Property Rights

- 31.1. The Customer acknowledges that Ordnance Survey, Royal Mail, the Office for National Statistics, Land and Property Services and Allies are the owners of the intellectual property rights in the UK Geo Data and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in this Agreement.