

Schedule 1

End User Terms

1. **End Users' permitted use of Solutions**

End Users may freely use Multiple Residence in Solutions in accordance with these End User Terms.

2. **Conditions of use**

- (a) End Users must not make copies of Multiple Residence except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.
- (b) End Users may use Multiple Residence for Data Extraction but Extracted Data:
 - (i) may only be accessed by Users, and
 - (ii) must not be supplied or any access to it provided to any third party.
- (c) End Users may provide Cleansed data to third parties provided that:
 - (i) where that supply is a Bureau Service, the End User and the Bureau Customers comply with the restrictions in Schedule 4, and
 - (ii) if such databases are Substantially All Databases:
 - (A) such databases are not represented or held out as a master, original or comprehensive address database or other similar description,
 - (B) 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
 - (C) the provision includes a prominent notice that the relevant Cleansed data has been cleansed against Multiple Residence.
- (d) 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.
- (e) Except as set out in these End User Terms, End Users must not:
 - (i) transfer, assign, sell or license Solutions or their use to any other person,
 - (ii) use Solutions to create a product or service distributed or sold to any third party which relies on any use of Multiple Residence, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or
 - (iii) copy, reproduce, extract, reutilise or publish Solutions or any of them.

3. **Subcontracting**

End Users may provide Multiple Residence 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 Multiple Residence 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 Multiple Residence and the "Multiple Residence" 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 Multiple Residence**

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

7. **Multiple Residence 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 Multiple Residence 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 Multiple Residence, the rights of Users to use them also terminate.

Schedule 3

Promotion/Trial Rights

1. You may under this Schedule 3 demonstrate a Solution to a potential customer (**Promotion Purposes**) and permit use by potential customers of a Solution for a Trial Period (as defined below) (**Trial Purposes**) without returning Licence Fees.
2. You may not charge potential customers any fees in the exercise of rights under this Schedule (but this does not affect your charges for provision of services to your customers associated with the exercise of such rights).
3. Promotion Purposes are limited to the display of Multiple Residence on personal computing devices remaining within the possession or control of the demonstrating party's employees or agents.
4. Trial Purposes are limited, subject to paragraph 5, to:
 - (a) the provision of access to a Solution to a potential customer for a period not exceeding 3 months (the **Trial Period**),
 - (b) within 10 Working Days of the end of the Trial Period the Solution being returned or destroyed or rendered unusable (unless at that time the relevant customer has become a Licensee or End User), and
 - (c) where a Solution is made available through a website or technical equivalent, no response to a single enquiry submitted by a potential customer returning Multiple Residence exceeding the Maximum Data Return.
5. Trial Purposes permit the making available of a Solution on a website or technical equivalent for the purposes of the testing of its functionality, capacity or performance, provided that any making of and responses to address enquiries in the course of that testing are used for those purposes only.

Schedule 4

Bureau Services

1. End Users performing Bureau Services further to this Schedule are subject to the terms and restrictions set out below and must ensure that they are observed by Bureau Customers.
2. End Users must not supply or provide access to a Cleansed Customer Database to any person other than the relevant Bureau Customer.
3. End Users 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 2(c)(ii) of the End User Terms.
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 Multiple Residence database" provided that such use is reasonable.
5. The names of Bureau Customers must be provided to Royal Mail on its request.
6. Licence Fees are payable in respect of each End User providing Bureau Services by your selection at the start of a licence fee year of a Bureau Service option in respect of each End User in a Report. The Licence Fee is £282 per licence fee year per End User.

Schedule 5

Closed User Groups

1. You must notify Royal Mail further to Schedule 2 of:
 - (a) End Users to whom Closed User Group Rights have been granted and the relevant Group Purpose, and
 - (b) details of Group Members.
2. In respect of Closed User Groups you must ensure that Multiple Residence is not used:
 - (a) by any person other than a Group Member, except as this Schedule 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.
3. 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 Schedule.
4. The End User Terms apply to use of Multiple Residence by Group Owners and Group Members subject to and as varied by the following use restrictions:
 - (a) Data Extraction is not permitted,
 - (b) the provision of access to Solutions for the purposes of capturing and confirming address details of third parties is permitted provided that:
 - (i) such use is for the Group Purpose, and
 - (ii) such third parties are customers or potential customers of the relevant Business Partner.
 - (c) Licence Fees are payable in respect of each Closed User Group authorised by you or your Licensees, and are capped at £3,690 per Closed User Group per year.
 - (d) In this Schedule the following terms have the following meanings:

Associate	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	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)
Business Partner	a person who in the course of business acts either as an Associate, a Broker or a Delivery Service User
Closed User Group	an End User's network of businesses comprising that End User and not less than 10 Business Partners all of a single type
Closed User Group Rights	the rights of use of Multiple Residence described in this Schedule
Delivery Service User	a customer of an End User for delivery services relating to mail, packages or products
Group Member	an End User or a Business Partner who are members of a Closed User Group
Group Owner	the End User promoting a Closed User Group, and
Group Purpose	the purpose for which a Closed User Group carries on its business through (as the case may be) Associates, Brokers or Delivery Service Users.