

"**NYB**" refers to Not Yet Built

"**MR**" refers to the Address Product known as 'Multiple Residence'

"**PAF**" refers to the Address Product known as 'PAF@', and including the database known as the 'Alias File'

- (b) If pursuant to Table 2 a fee is payable for Website Use querying Not Yet Built and one or more other Address Product(s), no other fee applies to that Website Use (notwithstanding the provisions of the Address Product Licence applicable to that, or those additional Address Product(s)).
- (c) In respect of a Solution, if you can access or query Not Yet Built and one or more other Address Product pursuant to a single access or query request, then you must elect to calculate Licence Fees for Not Yet Built on the same basis as elected under the Address Product Licence applicable to that, or those additional Address Product(s).

Licence Fees payable per year

- (d) Licence Fees are payable in advance for the 12 month period commencing on the first day of the month in which your use of Not Yet Built commences (the "**licence fee year**").
- (e) Where Licence Fees on a User basis have been paid in a licence fee year and additional Users are required, further Licence Fees payable may be pro-rated for part of the licence fee year on the basis described on the PAF@ Licensing Centre.

Licence Fees by User

- (f) You may elect to pay Licence Fees in respect of your use of Not Yet Built on a per User basis and:
 - (i) you must ensure that only Users in respect of whom you have paid Licence Fees use Not Yet Built;
 - (ii) you may calculate usage by User through any number of Users and Multiple User Blocks; and
 - (iii) you may calculate Licence Fees by using a "**Multiple User Block**" being a block of up to 300 Users.
- (g) In respect of your use of a Solution by means of batch processing or other automated use of that Solution (but not otherwise), each device used for that purpose is deemed to be a User for the purposes of Licence Fee calculation.

Website use

- (h) The Website Use Licence Fee authorises your Website Use only, but does not authorise use of Solutions by your own employees, agents or contractors unless they are
 - (i) acting in a personal capacity, or
 - (ii) responsible for technical maintenance and support of the Website and using Solutions for those purposes only.
- (i) If your Transactions enabled by Website Use ("**Website Transactions**") are estimated to exceed the "**High Use Threshold**" (as defined below) in a licence fee year, an additional fee of **£720** per year (the "**High Use Licence Fee**") is payable.
- (j) Where you have paid the Website Use Licence Fee, and at any time in the relevant licence fee year your Website Transactions exceed the High Use Threshold, the High Use Licence Fee is payable.
- (k) The High Use Threshold is 10 million Transactions.
- (l) Where you have paid an Organisation Use Licence Fee, High Use Licence Fees are not payable.
- (m) For the purposes of the High Use Threshold, you may make a good faith estimate of the relevant Website Transaction numbers. You must keep records of any such estimates and the basis for them and Royal Mail's rights under paragraph 5 apply to them.

Organisation Use

- (n) Licence Fees in respect of Organisation Use authorise your use of Solutions by an unlimited number of Users, for an unlimited number of Transactions and for Website Use.

Maximum Data Return

- (o) You must ensure that no single Transaction results in a return of Not Yet Built exceeding the Maximum Data Return.

3. Additional fee options

- (a) Where you provide a Bureau Service, you must report Licence Fees as set out in Schedule 3.
- (b) Where you authorise third parties to use Solutions as a Closed User Group, you must notify Royal Mail in a Report as set out in Schedule 4.

4. Payment and invoicing

- (a) We will invoice you for Licence Fees and our invoices are payable by you within 30 days of their date.
- (b) All sums due to us under this Licence are exclusive of VAT which if applicable shall be charged at the appropriate rate and paid by you. We will provide you with valid VAT invoices.
- (c) You must pay our invoices without deduction or withholding except as required by law and you may not assert any credit, set-off or counterclaim against us in relation to sums payable under this Licence.
- (d) If you fail to provide us with a Report or any other information under this Licence, we will estimate the amount of Licence Fees payable and invoice you for that sum. Where the Reports or any such information show a difference between the amounts due and such estimate, we will adjust in a further invoice the Licence Fees due from you accordingly.
- (e) If you do not pay our invoices in accordance with this Licence we may (without affecting any other rights we may have) charge you interest (at an annual rate of 4% above the Bank of England's base rate from time to time) on all overdue amounts until payment is received in full.

5. Audit

- (a) You must keep an accurate record of all Not Yet Built use, reporting and payments under this Licence and retain it for a minimum of 6 years after the relevant use or transaction.
- (b) You will permit us to audit records kept further to paragraph 4(a) and provide all reasonable co-operation and assistance to us and our authorised agents in relation to audits. This includes, on reasonable prior notice, granting access to relevant premises during working hours to inspect relevant accounts and records for verifying compliance with the terms of this Licence, and a right to copy any such records for that purpose.
- (c) We will not carry out audits more than once in any Licence Year unless we reasonably suspect that you have failed to comply with the Licence.
- (d) Where through an audit or otherwise it is identified that:
 - (i) You have failed to comply with any obligation under the Licence, you will promptly take the necessary steps to comply with the obligation;
 - (ii) You have failed to pay any applicable Licence Fees, you will pay the amount of them to us within 20 Working Days; and
 - (iii) You have paid us amounts in excess of the Licence Fees due, we will pay you that amount within 20 Working Days.
- (e) We will bear the costs of audits unless:
 - (i) an audit shows that you did not comply with the terms of the Licence; or

(ii) we notify you of an audit but are not provided with access to your premises further to paragraph 5(b),

in which case you will reimburse us our reasonable costs of audit, including any agents' fees, within 10 Working Days of our request.

Schedule 3

Bureau Services

1. Your performance of Bureau Services further to this Schedule is subject to the terms and restrictions set out below and you must ensure that they are observed by Bureau Customers.
2. You must not supply or provide access to a Cleansed Customer Database to any person other than the relevant Bureau Customer.
3. 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 2(c)(ii) of the End User Terms.
4. You and your Bureau Customers may use the following statement on its publicity and marketing material: "[Name] processes databases against Royal Mail's Not Yet Built 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 by your selection at the start of a licence fee year of a Bureau Service option in a Report. The Licence Fee is £300 per licence fee year.

Schedule 4

Closed User Groups

1. You must notify Royal Mail further to Schedule 2 of:
 - (a) the identity of all Group Members in any Closed User Groups, and
 - (b) the Group Purpose of any Closed User Groups.
2. In respect of Closed User Groups you must ensure that Not Yet Built is not used:
 - (a) by any person other than a Group Member, except as this Schedule expressly permits, and
 - (b) in any electronic communications network except where that network is controlled by you 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 your premises and the premises of each Group Member 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 Not Yet Built by Group Members subject to and as varied by the following use restrictions:
 - (a) Data Extraction is not permitted, and
 - (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, and are capped at £3,900 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	a network of businesses comprising you and not less than 10 Business Partners all of a single type
Closed User Group Rights	the rights of use of Not Yet Built described in this Schedule
Delivery Service User	a customer of yours for delivery services relating to mail, packages or products
Group Member	Business Partners to whom Closed User Group Rights have been granted and who are members of 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.