ROYAL MAIL GROUP – ADDRESS MANAGEMENT UNIT

PAF® DIRECT END USER LICENCE

Introduction

- This licence permits the use of PAF® Data by an end user.
- Details of other licences available for the use of PAF® Data can be found at the PAF® Licensing Centre.

1. **GRANT**

1.1 Royal Mail grants you a non-transferable non-exclusive limited revocable right for the Term to use PAF® Data in accordance with the End User Terms, subject always to payment of the appropriate Licence Fees and in accordance with any additional user terms which may apply.

1.2 You may not use PAF® Data under this Licence unless you also have a valid data supply agreement (as available from the PAF® Licensing Centre).

1.3 Your rights to use PAF® Data under this licence do not permit any act which is licensed by Royal Mail under another of its Standard PAF® Licences.

1.4 You may use your Solutions to exercise the rights granted further to clause 1.1, subject to the terms of this Licence.

1.5 Your rights to use PAF® Data are only those set out in this clause and you may not sublicense those rights except in accordance with this Licence.

2. **TERM**

2.1 This Licence shall commence on the Effective Date and continue for one year, after which, subject to clause 2.2, it shall automatically renew for further periods of one year.

2.2 Either party may end this Licence by notifying the other party in writing at least three months before the end of the applicable Licence Year.

3. **CONDITIONS OF USE OF PAF® DATA**

3.1 Your right to use PAF® Data under this Licence is subject to compliance with the End User Terms.

3.2 Where you wish to:

3.2.1 provide a Bureau Service, the terms in Schedule 3 will apply; or

3.2.2 use and permit the use of Solutions within a Closed User Group, the terms in Schedule 4 will apply.

3.3 You must use Solutions and PAF® Data in accordance with applicable law.

3.4 Except as permitted by this Licence you must not:

3.4.1 display or communicate to the public any PAF® Data,

3.4.2 transfer, assign, sell or license PAF® Data or its use to any other person, or

3.4.3 copy, reproduce, extract, reutilise or publish PAF® Data or any of it.

3.5 You must not remove any notice relating to Royal Mail's intellectual property rights in PAF® Data.

3.6 You may not advertise or promote Solutions as endorsed or approved by Royal Mail.

4. **FEES AND REPORTING**

4.1 You will pay Royal Mail Licence Fees calculated in accordance with, and perform your obligations set out in, Schedule 2.

4.2 You acknowledge that Licence Fees are payable by you in respect of all your use of PAF® Data, unless otherwise set out in a Standard PAF® Licence.

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5. **ROYAL MAIL RIGHTS**

You acknowledge that Royal Mail is the owner of the intellectual property rights in PAF® Data and the PAF® brand and you do not acquire and are not granted any rights to use those intellectual property rights other than as this Licence expressly sets out.

6. **CHANGES TO THE LICENCE**

6.1 Except as set out in this clause, the terms of this Licence may only be changed if Royal Mail and you agree in writing.

6.2 Royal Mail may change the terms of this Licence (including changing the Licence Fees) on giving 3 months' notice published on the PAF® Licensing Centre:

6.2.1 where such change has previously been notified to and discussed with the PAF Advisory Board and OFCOM (or their respective successor bodies), or

6.2.2 if the change is necessary to comply with the law.

7. **PAF® DATA QUALITY**

7.1 Royal Mail does not warrant the accuracy or completeness of PAF® Data or that it will meet any of your requirements.

7.2 The terms of this Licence exclude all warranties and conditions and any other term implied by any law, to the maximum extent permitted by law.

8. **CONFIDENTIALITY**

8.1 The Parties shall in relation to any Confidential Information disclosed to one of them by or on behalf of the other:

8.1.1 keep it confidential and not disclose it to any other person other than to its professional advisers, employees, agents and contractors on a need to know basis,

8.1.2 apply to the Confidential Information no lesser degree of care than that which a reasonable person would take in protecting its own confidential information, and

8.1.3 use the Confidential Information only for the purposes of this Licence.

8.2 The obligations contained in this clause shall not apply to any Confidential Information:

8.2.1 which is lawfully available to the public otherwise than through breach of this Licence,

8.2.2 which was disclosed to one Party by a third party legally in possession of the Confidential Information and who was not restricted from disclosing it, or

8.2.3 independently created or already in the possession of one Party.

9. **LIABILITY**

9.1 There is no limit on your liability for:

9.1.1 Licence Fees, or

9.1.2 losses Royal Mail incurs arising out of a breach of clauses 1, 3 and 5 or an infringement of Royal Mail's intellectual property rights.

9.2 Except as set out in clause 9.1 neither Party is liable to the other for any:

9.2.1 loss of profit, revenue, use of an asset, productivity, reputation, or data (whether any of those are direct or indirect losses), or

9.2.2 indirect or consequential losses.

9.3 Subject to clauses 9.1, 9.2 and 9.4 the total liability of either Party for all claims arising in relation to this Licence in a Licence Year shall not exceed an amount which is the total of Licence Fees payable under this Licence in that Licence Year.

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9.4 Nothing in this Licence limits either Party's liability for personal injury or death caused by negligence or for fraud, or for breach of clause 8.

10. ENDING THE LICENCE

10.1 Royal Mail may terminate this Licence immediately on giving you notice if:

10.1.1 you breach any of the terms of this Licence and, if that breach is capable of remedy, have failed to remedy it within 30 days of a notice from Royal Mail notifying you of the breach, or

10.1.2 you become Insolvent.

10.2 You may terminate this Licence on giving 1 month's written notice if Royal Mail increases by notice given under clause 6.2 (a **fee increase notice**) the Licence Fees payable by you by an amount which is greater (as a percentage) than the percentage increase in RPI since the later of the Effective Date and the date of any previous fee increase notice. Your notice of termination further to this clause must be given within 1 month of the date of the fee increase notice.

11. AFTER THE END OF THE LICENCE

11.1 Termination of this Licence does not affect any payment obligations or rights to enforce this Licence which have already arisen.

11.2 The provisions of clauses 4, 8, 9, 11, 13 and 14 remain in force between you and Royal Mail after termination of this Licence.

11.3 With effect from the End Date:

11.3.1 the licence granted under clause 1 ceases and you have no right to use PAF® Data except as this clause permits;

11.3.2 within 12 months of the End Date you must destroy all copies of PAF® Data that you hold and certify to Royal Mail that this has been done; and

11.3.3 you may retain one copy of PAF® Data for archive purposes to be used only for reviewing your compliance with this Licence, satisfying legal or regulatory requirements, or in connection with legal proceedings.

12. MATTERS OUTSIDE THE PARTIES' CONTROL

Except for payment of Licence Fees, neither Party will be liable for any failure to perform its obligations under this Licence if that failure is caused by a matter outside its reasonable control, but only if that Party:

(a) gives the other Party notice of that matter as soon as it can;

(b) continues to perform its obligations as much as possible apart from that matter;

(c) does what it can to minimise the effect of that matter; and

(d) restarts performance of all its obligations as soon as the effect of the matter has ended.

13. TRANSFER, RIGHTS AND OBLIGATIONS OF THIRD PARTIES

13.1 You may not assign your rights under this Licence to any person.

13.2 You may permit your sub-contractors to use PAF® Data in accordance with paragraph 3 of the End User Terms.

13.3 If you permit access to PAF® Data to sub-contractors further to clause 13.2 you are liable for any breaches of the terms of this Licence by any sub-contractor.

13.4 Your sub-contractors may only use PAF® Data as set out in this clause.

14. GENERAL MATTERS

14.1 This Licence is governed by the laws of England and Wales. The Courts of England and Wales will determine any disputes arising over the terms of this Licence or your use of PAF® Data.

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14.2 Royal Mail may notify you of communications required to be given further to this Licence using the PAF® Licensing Centre, provided that it emails you (at the email address you have notified to Royal Mail) of the posting of such communications at the PAF® Licensing Centre.

14.3 Except as permitted by clause 14.2, communications required to be given further to this Licence must be given in writing (and not by email) to a Party at its address notified during Licence Registration or, in Royal Mail's case, on the PAF® Licensing Centre (or as otherwise notified in writing). A notice served by hand is served when delivered, a notice sent by first class post is served 48 hours after posting and a notice served by fax is served when the fax is sent. If the communication is sent by a postal delivery service providing a written record of sending and delivery, the communication will be deemed to have been delivered on the date indicated in the record.

14.4 This Licence sets out the only terms on which you may use PAF® Data for the purposes set out in this Licence and replaces any other terms or agreements between the Parties in relation to the use of PAF® Data for such purposes. You acknowledge that when you entered this Licence you did not rely on any statements or promises in relation to PAF® Data which are not contained or specifically referred to in this Licence.

14.5 This Licence does not confer any benefits on any persons other than Royal Mail and you.

14.6 Royal Mail may in any particular case give you additional time to comply with your obligations under this Licence or decide not to exercise its rights, but this does not affect Royal Mail's right to enforce the terms of this Licence generally.

15. DEFINITIONS AND INTERPRETATION

15.1 In this Licence the following terms have the following meanings:

address	refers to an address to which mail can be delivered
Bureau Customer	a customer for a Bureau Service
Bureau Service	a service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant customer
Closed User Group	as defined in Schedule 4
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 your customer
Data Cleansing	the processing of existing data records using PAF® Data: (a) including validating, reformatting, correcting or appending additional data to those records, and (b) including the use of PAF® Data within address capture applications, but (c) not including Data Extraction (whether carried out by an address capture application or otherwise), and **Cleansed** shall be read accordingly
Data Extraction	the use of PAF® Data or any part of it for the generation of new address records in a new or existing database
Effective Date	the date notified to you by Royal Mail in its acceptance of your Licence Registration application
End Date	the date of expiry or termination of this Licence further to its terms
End User Terms	the terms set out in Schedule 1
Extracted Data	data created as a result of Data Extraction

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Insolvent	in respect of a person, means that they are unable to pay their debts as they fall due, have a receiver or administrative receiver appointed over any of their assets, are the subject of an administrator's appointment or any steps taken or documents filed for such an appointment, make any arrangement with their creditors, enter into liquidation, cease to do business, or suffer an equivalent event in any territory in which they do business
licence fee year	as defined in Schedule 2 paragraph 2(b)
Licence Fees	the fees described in Schedule 2
Licence Registration	refers to your application for this Licence made through the PAF® Licensing Centre
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 month period and the End Date
Maximum Data Return	means 100 address records
month	refers to a calendar month
Multiple User Block	as defined in Schedule 2 paragraph 2(d)(iii)
Organisation Use	as defined in Schedule 2 paragraph 2(l)
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
Party	either Royal Mail or you (and **Parties** shall be read accordingly)
Report	as defined in Schedule 2 paragraph 1(b)
Royal Mail	Royal Mail Group Limited, acting by its Address Management Unit
RPI	the retail prices index (all items) (or a replacement index most closely resembling it) published by the Office for National Statistics (or any successor to that Office)
Solution	a product or service or other solution which benefits from or includes PAF® 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
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
Substantially All Database	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
Term	the period during which this Licence is in force according to its terms
Transaction	means, in response to a query relating to any part of the PAF® Data, the verification of that query or the return of data of up to the Maximum Data Return: (a) whether the whole or part of address records are returned (b) including any further searches within such returned data, which shall not be considered a further "Transaction" provided that no additional data is returned, and

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		(c) not including returns of data in excess of 100 address records, which shall be considered as further "Transactions" by reference to the number of address records returned in hundred multiples
User	an individual authorised by you to use a Solution	
Website	a website, application or other remotely-enabled means of communicating with your customers for products and services, made generally available to such customers	
Website Use	the use of PAF® Data to capture or verify address details of users of your Website where:	
	(a)	Website users are not your employees or concerned with the provision of services to you (unless acting in a personal capacity), and
	(b)	neither the use of the Website or your 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 and	
you	the licensee entity specified during Licence Registration (and **your** shall be read accordingly)	

15.2 In this Licence (unless the context otherwise requires) words following words such as "includes", "including" and "in particular" are read without limitation, and references to a person are to any natural or legal person whether incorporated or not.

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Schedule 1

End User Terms

1. ***Permitted use of Solutions***

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

2. ***Conditions of use***

(a) You 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.

(b) You may use PAF® Data 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) You may provide access to Cleansed data to third parties provided that:

(i) where that supply is a Bureau Service, you and the Bureau Customers comply with the restrictions in Schedule 3; 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 your 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 PAF® Data.

(d) You 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, you 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 PAF® Data, 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***

You may provide PAF® Data to your subcontractors who may use it to the extent necessary for:

(a) the provision of information technology services to you; or

(b) acting on your behalf,

in each case for your 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 PAF® Data contained in these End User Terms and that you are responsible for any breaches of those terms by such sub-contractor.

4. ***Personal rights***

Your rights are personal, limited and non-transferable.

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5. ***PAF® use by Users***

You must ensure that:

(a) these End User Terms bind your Users;

(b) only your Users exercise the use rights of Solutions and PAF® Data granted to you further to these End User Terms; and

(c) in the event of termination or expiry of your rights to use Solutions and PAF® Data, the rights of Users to use them also terminate.

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Schedule 2

Licence Fees and Reporting

1. Reporting and information provision

(a) You must notify us of any material changes to the information about you provided during Licence Registration as soon as reasonably practicable.

(b) Within 10 Working Days of the start of each Licence Year you must report to us the use of PAF® Data made by you using our reporting forms (as we update them from time to time) (**Report**).

(c) You must notify us of any changes to your use of PAF® Data as soon as reasonably practicable.

(d) On our request from time to time you must provide us with the details of your use of PAF® Data as required by our reporting rules published from time to time on the PAF® Licensing Centre. We will not make such requests more than once in any Licence Year, unless such requests arise out of breaches of this Licence or inconsistencies in Reports.

2. Licence Fees

(a) Licence Fees are:

Option	*Fee (£ excluding VAT)*		*Payable*
	Full UK	*Per Postcode Area*	
	Full PAF	*Full PAF*	
User	115.00	3.45	Per year
Multiple User Block	6,900.00	86.00	Per year
Website Use	8,210.00		Per year
Organisation Use	25,000.00		Per year

In the table set out above:

"**Full UK**" refers to PAF® Data relating to all postcode areas, and

"**Postcode Area**" refers to PAF® Data relating to geographic areas defined by the first or first and second alphabetic characters of the postcode.

Licence Fees payable per year

(b) Licence Fees are payable in advance for the 12 month period commencing on the first day of the month in which your use of PAF® Data commences (the **licence fee year**).

(c) 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

(d) You may elect to pay Licence Fees in respect of your use of PAF® Data on a per User basis and:

(i) you must ensure that only Users in respect of whom you have paid Licence Fees use PAF® Data;

(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.

(e) 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.

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Website use

(f) 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.

(g) 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 £8,210 per year (the **High Use Licence Fee**) is payable.

(h) 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.

(i) The High Use Threshold is 10 million Transactions.

(j) Where you have paid an Organisation Use Licence Fee, High Use Licence Fees are not payable.

(k) 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

(l) 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

(m) You must ensure that no single Transaction results in a return of PAF® Data 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 PAF® Data 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

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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.

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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 PAF® databases" 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 Bureau Services:

(a) By your selection at the start of a licence fee year of a Bureau Service option in a Report,

(b) On the basis of the number of records in the databases of its customers Cleansed by you in the 12 month period prior to the start of the relevant licence fee year according to the table below, and if you have not yet carried out any Cleansing activity, the fee applying in respect of Cleansing of up to 1 million records, and

(c) unless otherwise provided on the PAF® Licensing Centre.

Number of records Cleansed	***Fee (£ excluding VAT)***	**Payable**
< 1,000,000	420.00	Per year
1,000,001 – 10,000,000	1,250.00	Per year
10,000,001 – 100,000,000	6,200.00	Per year
> 100,000,000	16,400.00	Per year

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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 PAF® Data 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 PAF® Data 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 £41,500 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 PAF® Data 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.

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