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LOQATE ADDITIONAL TERMS

Geocoding and Address Normalization Terms of Service

These Additional Terms only applies if the applicable element of the Services has been selected by the Customer. If so, these terms and conditions will apply to the Customer's use of those elements of the Services and/or Data.

APPENDIX 1 – COPYRIGHT NOTICES

The following copyright notices apply to Data relating to the following countries:

Country / Ref:	Copyright Notice
Australia	"Copyright. Based on data provided under license from PSMA Australia Limited (www.psma.com.au)."
Austria	"© Bundesamt für Eich- und Vermessungswesen"
Brazil	"Conteudo fornecido por MapLink. "
Canada	"This data includes information taken with permission from Canadian authorities, including ©

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France	"source: Géoroute® IGN France & BD Carto® IGN France"
Germany	""Die Grundlagendaten wurden mit Genehmigung der zuständigen Behörden entnommen" or "Die Grundlagendaten wurden mit Genehmigung der zustaendigen Behoerden entnommen"
Great Britain (GBR Data Pak)	"Based upon Crown Copyright material."
Greece	"Copyright Geomatics Ltd."
Hungary	"Copyright © 2003; Top-Map Ltd."
Italy	"La Banca Dati Italiana è stata prodotta usando quale riferimento anche cartografia numerica ed al tratto prodotta e fornita dalla Regione Toscana"
Norway	"Copyright © 2000; Norwegian Mapping Authority"

Portugal	"Source: IgeoE – Portugal"
Spain	"Información geográfica propiedad del CNIG"
Sweden	"Based upon electronic data Ó National Land Survey Sweden."
Switzerland	"Topografische Grundlage: Ó Bundesamt für Landestopographie."

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APPENDIX 2 – AUSTRALIAN DATA SERVICES

This Appendix 2 applies to all validation, search and enhancement processes made by the Customer against Australian addresses. The data that the third party supplier uses to provide Australian address checks is supplied by the third party supplier's Australian data partners. The third party supplier is obliged under the terms of its agreement with the Australian data partners to ensure that all Customers agree to comply with the following provisions:

Any definition not provided in this Appendix 2 shall have the same meaning as set out elsewhere in the Agreement.

The terms below apply to all Data provided by Australia Post.

1. INTERPRETATION

1.1 Definitions

"Australia Post" means the Australian Postal Corporation, including, where permitted by context, all of the Australia Post's officers, employees, agents and contractors.

"Claim" means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at Law, in equity, under statute or otherwise.

"Corporations Act" means the Corporations Act 2001 (Cth).

"Existing Address Database" means a single address or address database but which expressly excluded the PostConnect Data.

"Intellectual Property Rights" means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, know-how, confidential information, patents, inventions, domain names and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

"List Creation" means the use of the Service incorporating the PostConnect Data to create a new record or records containing address information or to enter a new address for an existing record providing that: (a) the Customer only uses the Service incorporating the PostConnect Data to Validate the address information for the record on or about the same time as the address is collected and entered into the Customer's records, (b) the records created by the Customer this way must not include any information from the PostConnect Data (including but not limited to DPID) other than address information; and (c) the Customer must not represent that its records have been verified against PostConnect Data.

"Loss" means any damage, loss, cost and expense (including legal and other professional advisors' costs and expenses) suffered by a party.

"Material Term" means clauses 3.1c), 3.1d) and 4 of this Appendix 2.

"Permitted Purpose" means the permitted purpose as defined in clause 4 of this Appendix 2.

"Personal Information" has the meaning given in the Privacy Act 1988 (Cth) (as amended).

"PostConnect Data" means the Data provided to the third party supplier by AusPost and included in the Service provided to the Customer.

"Privacy Law" means all Commonwealth, State and Territory legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to the Personal Information including, but not limited to the Privacy Act 1988 (as amended from time to time).

"Prohibited Purpose" means each of the prohibited purposes as defined in clause 4 of this Appendix 2.

"Related Body Corporate" has the meaning in the Corporations Act.

"Representative" of a party includes an employee, agent, officer, director, adviser, contractor or sub-contractor of that party or of a Related Body Corporate of that party.

"Service" means the Service which incorporates, reproduces, embodies or utilises the PostConnect Data or its derivative works, and licensed to the End User under this End User Agreement.

"Subsidiary" has the meaning given in the Corporations Act.

"Validate" means matching, correcting, (including adding missing data to an existing address), manipulating, sorting, comparing and/or validating an Existing Address Database, and "Validation" and "Validating" have corresponding meanings.

2. LICENCE

2.1 The third party supplier grants the End User a non-exclusive, non-transferable, revocable licence for the term of the Agreement to use the PostConnect Data provided as part of the Service solely for the Permitted Purposes in accordance with the terms and conditions set out in the Agreement and this Appendix 2, subject to any conditions and restrictions specified in the Permitted Purpose.

2.2 To the extent that a particular purpose falls within the definition of both a Permitted Purpose and a Prohibited Purpose, such purpose is considered Prohibited Purpose.

2.3 For the avoidance of doubt, the Customer shall not:

(a) reproduce, copy, modify, amend, assign, distribute, transfer, sub-license, reverse assemble or reverse compile, merge or otherwise deal with, exploit or commercialise the whole or any part of the PostConnect Data (or directly or indirectly allow or cause a third party to do the same) including by using the PostConnect Data to derive other solutions (including software, products and/or services); and
(b) create a Product which consists of, incorporates or is created using any part of the PostConnect Data and which may be produced in any form, including any device, solution, software or database and which may be in written form or produced electronically ("Product") or other derivative works from the PostConnect Data to commercialise as their own, unless that Product is solely for one of the Customer's Permitted Purpose.

2.4 This clause 2 (and the Prohibited Purposes specified in clause 4) do not prevent the Customer from disclosing PostConnect Data to the extent that it is required by law to disclose the PostConnect Data, provided that the Customer use all reasonable and legal means to minimise the extent of disclosure, and require the recipient to keep the PostConnect Data confidential.

3. WARRANTIES AND ACKNOWLEDGEMENTS

3.1 The Customer represents and warrants that:
(a) it will only use the PostConnect Data for the Permitted Purposes and in accordance with the terms and conditions set out in the Agreement including this Appendix 2;
(b) it will not use the PostConnect Data for any Prohibited Purpose;
(c) it will not make any representation, statement or promise in respect of Australia Post, and has no authority to do so; and
(d) it has not relied on any representation made by Australia Post in entering into the Agreement.

3.2 Without limiting this clause, the Customer acknowledges that Australia Post has not made and does not make any representation or warranty as to the accuracy, content, completeness or operation of the PostConnect Data or to it being virus free.

3.3 The Customer acknowledges that the PostConnect Data may include data sourced from third parties. The Customer agrees to comply with third party terms and conditions which apply to the third party data referenced in this Appendix 2.

4. END USER PERMITTED PURPOSE AND PROHIBITED PURPOSE PERMITTED PURPOSE

4.1 Each of the purposes set out in this clause 4.1 is a "Permitted Purpose" in respect of the use of the PostConnect Data by the Customer to:

(a) use the Service incorporating the PostConnect Data for evaluation purposes, for a maximum period of 3 months

(b) (for the avoidance of doubt, this 3 month time restriction is specific to evaluations only and shall not be relevant to usage of the Service on a non-evaluation basis)

(c) use the Service and PostConnect Data to Validate addresses and append DPIDs in an Existing Address Database solely owned by the Customer for the internal business purpose of the Customer;

(d) use the Service incorporating the PostConnect Data to Validate addresses in an Existing Address Database solely owned by the Customer for the purpose of joining and/or appending data or attributes from one database to the other for the internal business purpose of the Customer;

(e) use the Service incorporating the PostConnect Data to Validate addresses and append DPIDs in an Existing Address Database owned by a third party for the strict purpose of preparation of the addresses for mail lodgement for the internal business purpose of the Customer. No part of the validated addresses or any derived information resulting from the address validation may be passed back to the owner of the Existing Address

Database unless it is strictly related to the barcoding of mail. The validated addresses may not be used for the additional benefit of any third party including but not limited to deduplication of records or appending other information other than the barcoding of mail;

(f) use the Service incorporating the PostConnect Data for List Creation and disclose the records created pursuant to List Creation to any person, on the condition that:

- the Customer does not use the Service incorporating the PostConnect Data to perform List Creation on behalf of another person, or as a part of data entry services that the Customer offers to another person; and
- the Customer does not systematically use the Service incorporating the PostConnect Data to create a list or set of records that is substantially similar or competitive to the PostConnect Data; and

(g) disclose the Validated addresses (created through one of the Permitted Purposes and in accordance with the Customer Agreement) to another person (including subsidiaries, agents and franchisees of the Customer), on the condition that:

- the recipient will not (and agrees not to) disclose the Validated addresses to any other person; and
- the recipient will only use the Validated addresses for purposes that are directly related to the internal business purpose of the Customer and not any other purpose.

4.2 Prohibited Purpose

Each of the purposes set out in this clause 4.2 is a "Prohibited Purpose" in respect of the use of the PostConnect Data by the Customer:

(a) sell, transfer, supply or otherwise deal with the Service incorporating the PostConnect Data;

(b) use the PostConnect Data other than through the permitted functionalities of the Service;

(c) use the Service incorporating the PostConnect Data to Validate addresses and or/append DPID's to an Existing Address Database which is not owned by the Customer or where the purpose of it is not for mail lodgement for the internal business purpose of the Customer in accordance with clause 4.1(d);

(d) use the Service incorporating the PostConnect Data; to Validate addresses and/or append DPID's to an Existing Address Database, whether owned by the Customer or not, for the purpose of on selling or commercial gain (including commercial gain from any derive insights), but this paragraph does not prohibit the Customer from using the Service incorporating the PostConnect Data; for List Creation in accordance with clause 4.1(e);

(e) use the Licensee's AMAS Approved Software for List Creation other than in accordance with clause 4.1(e);

(f) provide Validated addresses to third parties unless those third parties are contracted to carry out some work on behalf of the Customer strictly in accordance with the Customer's Permitted Purpose or except as permitted by clause 4.1 (e) or 4.1 (f); and

(g) to reverse engineer, disassemble, alter or modify the Service incorporating the PostConnect Data.

5. PRIVACY

5.1 The parties acknowledge that while the Service may not, on its own, contain or constitute Personal Information, its use may result in the identity of individuals being reasonably ascertainable.

5.2 The Customer agrees:

(a) that it is responsible for ensuring that its exercise of rights under this Agreement and the use of the Service do not infringe any Privacy Law;

(b) to use or disclose Personal Information obtained during the course of this Agreement only for the purposes set out in the Agreement and this Appendix 2;

(c) to take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification, or disclosure;

(d) not to do any act or engage in any practice that would breach any Privacy Law;

(e) to immediately notify the third party supplier if the Customer becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause whether by the Customer, its Related Body Corporate or any of its Representatives;

(f) to cooperate with any reasonable demands or inquiries made by Australia Post on the basis of the exercise of the functions of the Office of the Australian Information Commissioner (OAIC) under Privacy Law or the Postal Industry Ombudsman under the Australian Postal Corporation Act 1989;

(g) to ensure that any person who has access to any Personal Information is made aware of, and undertakes in writing, to observe Privacy Law and other obligations referred to in this clause;

(h) to comply, as far as practicable, with any policy guidelines issued by the OAIC from time to time relating to the handling of Personal Information; and

(i) to comply with any direction given by Australia Post to observe any recommendation of the OAIC or the Postal Industry Ombudsman relating to acts or practices of the Customer that the OAIC or the Postal Industry Ombudsman consider to be in breach of the obligations in this clause.

5.3 This clause 5 will survive termination or expiry of the Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Customer agrees that all Intellectual Property Rights in the PostConnect Data are and shall remain the sole property of Australia Post or its licensors.

6.2 The Customer must notify the Third party supplier as soon as practicable if it becomes aware of any actual, suspected or anticipated infringement of Intellectual Property Rights in the Service or in the PostConnect Data.

6.3 The Customer must render all reasonable assistance to the third party supplier and/or Australia Post in relation to any actual, suspected or anticipated infringement referred to in clause 6.2.

6.4 If a third party makes a Claim against the Customer alleging that the PostConnect Data infringes the Intellectual Property Rights of the third party, the Customer must immediately allow the third party supplier (or Australia Post, if Australia Post directs) the right to control the defence of the claim and any related settlement negotiations.
6.5 This clause 6 will survive termination or expiry of the Agreement.

7. LIABILITY

7.1 To the extent permitted by law, Australia Post is not liable to the Customer for any Claim or Loss whatsoever suffered, or that may be suffered as a result of or in connection with this Agreement including this Appendix 2, and the Customer releases Australia Post irrevocably releases and discharges Australia Post from all such Claims and Losses.

7.2 Without limiting clause 7.1, to the extent permitted by law, Australia Post will not be liable to the Customer for any loss of profit, revenue or business, indirect, consequential, special or incidental Loss suffered or incurred by the Customer arising out of or in connection with this Agreement, whether in contract, tort, equity or otherwise. This exclusion applies even if those Losses may reasonably be supposed to have been in contemplation of both parties as a probable result of any breach at the time the Customer and the third party supplier entered into this Agreement.

7.3 The Customer must defend and indemnify Australia Post and its Representatives (those indemnified) from and against all Losses suffered or incurred by and of those indemnified to the extent that those Losses are suffered as a result of, whether directly or indirectly, of:

(a) any breach of a Material Term by the Customer or its Representatives;

(b) any unlawful act by the Customer or its Representative in connection with this Agreement;

(c) any illness, injury or death to any person arising out of or in connection with the performance of this Agreement and caused or contributed to by the negligent or wrongful act or omission of the Customer or its Representative; or

(d) any loss or damage to any property of any person, arising out of or in connection with the performance of this Agreement and caused or contributed to by the negligent or wrongful act or omission of the Customer or its Representative, except to the extent that the Loss is caused by the negligence or wrongful act or omission of those indemnified.

7.4 This clause 7 will survive termination or expiry of the Agreement.

8. SUSPENSION AND TERMINATION

8.1 The third party supplier may limit, suspend or terminate the Customer's rights under this Appendix 2, including the right for the Customer to access the PostConnect Data at any time upon notice when, and for the duration of the period during which:

(a) the Customer contravenes (or is believed on reasonable grounds to be in possible contravention of) any law of the Commonwealth or of a State or Territory;

(B) in the reasonable opinion of the third party supplier, the Customer is acting in a manner or providing a Service which has the effect or potential to damage the reputation of Australia Post which is not remedied within 14 days after receipt of notice from Australia Post or Third party supplier specifying the issues; or

(C) the licensed right granted by Australia Post to the third party supplier for the licensing of the PostConnect Data has been suspended or terminated.

8.2 The Customer acknowledges that the third party supplier may exercise its rights under clause 8.1 in accordance with the directions of Australia Post.

8.3 If this Agreement is surrendered, terminated or expires, for any reason whatsoever, then the following provision of this clause will apply notwithstanding such surrender, termination or expiry the Customer must cease using the Service and the PostConnect Data and undertakes that it will destroy all copies, reproductions or adaptations of the PostConnect Data, or any part thereof made, held or controlled by it and, promptly upon written request from the third party supplier, deliver a statutory declaration sworn by an authorised representative of the Customer confirming that all copies, reproductions or adaptations of the Service and PostConnect Data, and any part thereof, have been destroyed.

9. VARIATION

9.1 Pursuant to the agreement between Third party supplier and Australia Post under which the third party supplier is granted a licence to incorporate the PostConnect Data into the Service, Australia Post reserves the right to vary the terms of the agreement from time to time in certain circumstances. To the extent that those variations require a corresponding variation to the terms of this Agreement in particular this Appendix 2, the third party supplier may do so, provided that it gives the Customer reasonable prior notice of such variation (having regard to the period of notice received by the third party supplier). The Customer undertakes to do all things (including executing and entering into such amendment or restatement deed) as reasonably required by the third party supplier to formalise and give effect to any and all variations made by Third party supplier under this clause 9.1.

10. CHANGES IN LEGISLATION

10.1 Notwithstanding any other provision of this Agreement, the Customer acknowledges and agrees that Australia Post and / or the third party supplier must comply with any future legislation and / or Government policy which imposes binding restrictions or limitations on Australia Post's or the third party supplier's use of the PostConnect Data, including any restrictions or limitations relating to the supply of PostConnect Data or elements thereof to any person, and the terms of this Agreement, and the Customer's agreements with any other parties, will be varied accordingly.

11. GENERAL

11.1 Third party supplier holds the benefit of all of the provisions of this Agreement that refer to Australia Post on trust for the benefit of itself and Australia Post, and the third party supplier may enforce those provisions on behalf of Australia Post.

11.2 The use of the PostConnect Data and the terms set out in this Appendix 2 are governed by the laws in Victoria, Australia.

APPENDIX 3 – BRAZILIAN DATA SERVICES

This Appendix 3 applies to all validation, search and enhancement processes made by the Customer against Brazilian addresses. The data that Third party supplier uses to provide Brazilian address data is supplied by Third party supplier's Brazilian data partner. Third party supplier is obliged under the terms of its agreement with the Brazilian data partner to ensure that all Customers agree to comply with the following provisions:

1. WARRANTY

1.1 The Brazilian address data is provided to the Customer "as is" and the Customer agrees to use it at its own risk. Third party supplier and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this data, or that the data or server will be uninterrupted or error-free.

1.2 THIRD PARTY SUPPLIER AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to this Agreement.

2. COMPLIANCE

2.1 In its use of the Brazilian address Data the Customer will comply with the Anti-Piracy Law 10,695 of 01/07/2013, Copyright Law 9610 of 19/02/1998 and Intellectual Property Law 9279 of 14/05/1996 as updated from time to time.

3. TERMINATION

3.1 Notwithstanding the termination provisions in the Agreement, under the terms of Third party supplier's agreement with Third party supplier's Brazilian data partner, the supply of the Brazilian address data can be terminated by Third party supplier providing the Customer with three (3) months' notice.

3.2 Wherever possible, the third party supplier will use all reasonable endeavours to secure for the Customer a right to continue to use the Brazilian address data beyond the 3 months' notice period specified at clause 3.1 above. Such endeavours will be for purposes of enabling the Customer to continue to access the data to the end of the current licence period with Rhapsody.

3.3 Furthermore, if the supply of the Brazilian address data is terminated prematurely (i.e. during the term of the agreement between the Customer and Rhapsody) due to no fault of the Customer or Rhapsody then, the third party supplier shall use all reasonable endeavours to secure a pro-rata refund of any pre-paid royalties paid to the Brazilian data partner for the Brazilian address data.

APPENDIX 4 – CANADIAN DATA SERVICES

This Appendix 4 applies to all validation, search and enhancement processes made by the Customer against Canadian addresses. The data that Third party supplier uses to provide Canadian address data ("Canadian Address Data") is supplied by Third party supplier's Canadian data service partner, Canada Post Corporation ("Canada Post"). Third party supplier is obliged under the terms of its agreement with Canada Post to ensure that all Customers agree to comply with the following provisions:

1. CLIENT OBLIGATIONS

1.1 Customer must only use the Canadian Address Data as specified in this Appendix 4. Specifically, the Customer must not:

(a) separate the Canadian Address Data from any other Data provided to the Customer as part of the Services;

(b) market the Canadian Address Data on its own or in combination with any other products or services; or

(c) provide the Canadian Address Data to any third party.

2. CONFIDENTALITY

2.1 If the Customer undertakes a test of the Canadian Address Data as part of an evaluation of the Service the Customer will ensure that the results of such test are treated as confidential and will not disclose those results to any third party. The Customer must not use any test results in any production system.

3. TERMINATION

3.1 Notwithstanding the termination provisions in the Agreement, under the terms of Third party supplier's agreement with Canada Post, the supply of the Canadian Address Data can be terminated by Third party supplier providing the Customer with three (3) months' notice.

3.2 Wherever possible, the third party supplier will use all reasonable endeavours to secure for the Customer a right to continue to use the Canadian Address Data beyond the 3 months' notice period specified at clause 3.1 above. Such endeavours will be for purposes of enabling the Customer to continue to access the data to the end of the current licence period with Rhapsody.

3.3 Furthermore, if the supply of the Canadian Address Data is terminated prematurely (i.e. during the term of the agreement between the Customer and Rhapsody) due to no fault of the Customer or Rhapsody then, the third party supplier shall use all reasonable endeavours to secure a pro-rata refund of any pre-paid royalties paid to the Canada Post for the Canadian address data.

4. MINIMUM PROTECTIVE TERMS

4.1 Customer acknowledges that this Appendix 4 forms an integral part of the Agreement. Customer has been licensed to use the Services, and where relevant Canadian Address Data. Customer further acknowledges that the data components of the Canadian Address Data, or the data in the files required in order to use the Services were acquired by the third party supplier from Canadian Post Corporation and that the third party supplier is a licensee and Customer is a sub licensee.

4.2 One such third party supplier is Canada Post who has granted the third party supplier certain rights with respect to certain Canadian Address Data under which Third party supplier may include the Canadian Address Data, in whole or in part, in the Service and distribute the same to its sub licensees subject to the sub licensee's (in this case the Customer's) prior agreement to the terms and conditions set out in this Appendix 4.

5. COPYRIGHT

5.1 Customer acknowledges that Canada Post is the owner of the copyright in the Canadian Address Data. Customer acknowledges that it is only licensed to use the Canadian Address Data in conjunction with the Service.

5.2 The Customer has no other right to distribute any Canadian Address Data.

5.3 Customer acknowledges, and accepts that the damages that Canada Post may incur as a result of the parties using out-of-date data for mail preparation include costs that Canada Post will incur in processing and delivering that mail, Such costs include, but are not limited to, the costs incurred by Canada Post.

(a) For the manual readdressing and resorting of mail that was diverted from the normal automated mail processing stream because it was addressed with an invalid address, or Postal CodeOM element of the address was valid, or

(b) If the mail was delivered to the wrong address as a result of having been addressed with an invalid address, or as a result of the Postal CodeOMelement of the address being invalid, the cost of the original sorting, processing and delivery of the mail as well as the extra costs incurred for the manual readdressing and resorting of the mail.

5.4 In order to reduce the risk of Canada Post suffering damages as a result of out-of-date data being used for mail preparation and given that Canadian Address Data will be distributed as a component of the Service, Customer agrees:

(a) to keep abreast of developments in technology and to update the safeguard in place to further reduce risks of "data scraping" or "bulk downloads of data" as improved technology becomes available from time to time, and

(b) To ensure that the parties to whom the Canadian Address Data is accessed are informed that the same is not to be used for mail preparation purposes and that this prohibition applies, without limitation, to each of the following:
• Addressing mail;
• Presorting addressed mail;
• Preparing unaddressed mail by householder count for delivery.

5.5 Customer also acknowledges that if it develops any product that uses data for which the original source of that data is Canada Post, which product is intended to be used for any of the purposes listed in clause 5.4(b), Customer has no right to use such a product or to offer any services in relation to such a product unless Customer has a then current right to do so under a written agreement signed by both Customer and Canada Post.

5.6 Customer Acknowledges that the Canadian Address Data is licensed on an "as is" basis and that Canada Post makes no guarantees, representations or warranties respecting the Canadian Address Data, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.

6. LIABILITY

6.1 Neither Third party supplier nor Canada Post shall be liable in respect of any claims whatsoever alleging any loss, injury or damages, direct or indirect, which may result from the Customer's, or any of its users' possession or use of the Canadian Address Data. Neither Third party supplier nor Canada Post shall be liable in any way for any loss of revenue or contracts, or any other consequential loss of any kind resulting from any defect in the Canadian Address Data.

7. INDEMNITY

7.1 Customer shall indemnify Canada Post and its officers, employees and agents from all claims whatsoever alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of Customer's possession or use of the Canadian Address Data.

APPENDIX 5 – GERMAN DATA SERVICES

This Appendix 5 applies to all validation, search and enhancement processes made by the Customer against German addresses. The data that Third party supplier uses to provide German address data is supplied by Third party supplier's German data partner. Third party supplier is obliged under the terms of its agreement with the German data partner to ensure that all Customers agree to comply with the following provisions:

1. CLIENT OBLIGATIONS

1.1 Customer must not separate the German address data from the access software, market the German address data further and shall not use the German address data separately or in combination with any other products or provide the German address data to any third parties.

2. CONFIDENTALITY

2.1 If the Customer undertakes a test of the Service the Customer will ensure that the results of such test are treated as confidential and will not disclose those results to any third party. The Customer must not use any test results in any production system.

3. TERMINATION

3.1 Notwithstanding the termination provisions in the Agreement, under the terms of Third party supplier's agreement with its German data partner, the supply of the German Data Services can be terminated by Third party supplier providing the Customer with three (3) months' notice.

3.2 Wherever possible, the third party supplier will use all reasonable endeavours to secure for the Customer a right to continue to use the German address data beyond the 3 months' notice period specified at clause 3.1 above. Such endeavours will be for purposes of enabling the Customer to continue to access the data to the end of the current licence period with Rhapsody.

3.3 Furthermore, if the supply of the German address data is terminated prematurely (i.e. during the term of the agreement between the Customer and Rhapsody) due to no fault of the Customer or Rhapsody then, the third party supplier shall use all reasonable endeavours to secure a pro-rata refund of any pre-paid royalties paid to the German data partner for the German address data.

APPENDIX 6 – JAPANESE DATA SERVICE

This Appendix 6 applies to all validation, search and enhancement processes made by the Customer against Japanese addresses. The data that Third party supplier uses to provide Japanese address data is supplied by Third party supplier's Japanese data partner. Third party supplier is obliged under the terms of its agreement with the Japanese data partner to ensure that all Customers agree to comply with the following provisions:

1. MINIMUM TERMS

1.1 The Japan address data is provided on an "as is" basis and is provided without warranty as to fitness for any particular purpose, accuracy, usefulness or faultlessness.

1.2 Notwithstanding the termination provisions in the Agreement, under the terms of Third party supplier's agreement with its Japanese data partner, the supply of the Japanese Data Services can be terminated by Third party supplier providing the Customer with six (6) months' notice.

1.3 *Notwithstanding the above, the third party supplier has agreed terms with its Japanese data partner that permit the Customer to continue to use the Japanese address data to the end of the term of its current licence period with Rhapsody.*

APPENDIX 7 – INDIAN SERVICE DATA

1.1 This Appendix 7 applies to all validation, search and enhancement processes made by the Customer against Indian addresses. The data that Third party supplier uses to provide Indian address checks is supplied by Third party supplier's Indian data partner. Under the terms of its agreement with this partner the supply of the Indian Data Services can be terminated upon Third party supplier providing the Customer with ninety (90) days' notice.

1.2 Notwithstanding the above clause 1.1, the third party supplier has agreed terms with its Indian data partner that permit the Customer to continue to use the Indian address data to for a further 12 months following such termination (the "Extended Period").

1.3 Furthermore, wherever possible, the third party supplier will use all reasonable endeavours to secure for the Customer a right to continue to use the Indian address data beyond the Extended Period specified at clause 1.2 above. Such endeavours will be for purposes of enabling the Customer to continue to access the data to the end of the current licence period with Rhapsody.

1.4 If the supply of the Indian address data is terminated prematurely (i.e. during the term of the agreement between the Customer and Rhapsody) due to no fault of the Customer or Rhapsody then, the third party supplier shall use all reasonable endeavours to secure a pro-rata refund of any pre-paid royalties paid to the Indian data partner for the Indian address data.

APPENDIX 8 – HERE DATA SERVICE

This Appendix 8 applies to all validation, search and enhancement processes made by the Customer against addresses in Albania, Algeria, American Samoa, Andorra, Angola, Argentina, Aruba, Australia, Austria, Azerbaijan, Bahamas, Bahrain, Bangladesh, Barbados, Belarus, Belgium, Belize, Bermuda, Bolivia, Bosnia and Herzegovina, Botswana, Brazil, Brunei, Bulgaria, Burundi, Canada, Cayman Islands, Chile, Colombia, Costa Rica, Croatia, Cuba, Cyprus, Czechia, Denmark, Dominican Republic, Ecuador, Egypt, El Salvador, Estonia, Finland & Akand Islands, France, French Guiana, Georgia, Germany, Ghana, Greece, Guadeloupe, Guatemala, Guernsey, Guinea, Guyana, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Isle of Man, Israel, Italy, Jamaica, Jordan, Kazakhstan, Kenya, Kosovo, Kuwait, Latvia, Lebanon, Lesotho, Libya, Liechtenstein, Lithuania, Luxembourg, Macao, Macedonia, Malawi, Malaysia, Maldives, Malta, Marshall Islands, Martinique, Mexico, Micronesia, Moldova, Monaco, Montenegro, Morocco, Mozambique, Namibia, Nepal, Netherlands, New Zealand, Nicaragua, Nigeria, Northern Mariana Islands, Norway, Oman, Pakistan, Palau, Panama, Paraguay, Peru, Philippines, Poland, Portugal, Qatar, Romania, Russia, Saint Barthélemy, Saint Kitts and Nevis, Saint Vincent and the Grenadines, San Marino, Saudi Arabia, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, South Sudan, Spain, Sri Lanka, Sudan, Suriname, Swaziland, Sweden, Switzerland, Syria, Taiwan, Tanzania, Thailand, Togo, Trinidad and Tobago, Turkey, U.S. Virgin Islands, Uganda, Ukraine, United Arab Emirates, United Kingdom, United States, Uruguay, Vatican City, Venezuela, Vietnam, Yemen, Zambia and Zimbabwe. The data that Third party supplier uses to provide Navteq Data is supplied by Third party supplier's data partner ("NAVTEQ"). Third party supplier is obliged under the terms of its agreement with NAVTEQ to ensure that all Customers agree to comply with the following provisions:

1. THE SERVICE

1.1 The NAVTEQ data ("Data") is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, and Customer and its licensors on the other hand. ©NAVTEQ All rights reserved.

1.2 The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario, © Canada Post Corporation, GeoBase®, © Department of Natural Resources Canada. All rights reserved.

1.3 NAVTEQ holds a non-exclusive license from the United States Postal Service® to publish and sell ZIP+4® information. © United States Postal Service® 2016. Prices are not established, controlled or approved by the United States Postal Service®. The following trademarks and registrations are owned by the USPS: United Stated Postal Service, USPS, and ZIP+4.

2. TERMS OF USE

2.1 Customer agrees to use this Data together with the Third party supplier Service and SDK's (authorised application) solely for the personal purposes or internal business purposes for which you were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, Customer agrees not to otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

3. RESTRICTIONS

3.1 Except where Customer has been specifically licensed to do so by Third party supplier, and without limiting the preceding paragraph, Customer may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in connection to or in connection with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

4. WARNING

4.1 The Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographical data, any of which may lead to incorrect results

5. WARRANTY

5.1 This Data is provided to you "as is" and you agree to use it at your own risk. Third party supplier and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

5.2 THIRD PARTY SUPPLIER AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to this Agreement.

6. DISCLAIMER OF LIABILITY

6.1 THIRD PARTY SUPPLIER AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) EXCLUDE ALL LIABILITY FOR ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FORM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF CLIENT'S USE OF OR INABILITY TO USE THIS INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS AND CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF THIRD PARTY SUPPLIER OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damage limitations, so to that extent the above exclusion may not apply to this Agreement.

7. EXPORT CONTROL

7.1 The Customer shall not export from anywhere any part of the Data or any direct product thereof except in compliance with, and with all licences and approvals required under, applicable export laws, rules and regulations administered by the Office of Foreign Assets Control of the U.S. Department of Commerce and the Bureau of Industry and Security of the U.S. Department of Commerce. To the extent that any such export laws, rules or regulations prohibit NAVTEQ from complying with any of its obligations hereunder to deliver or distribute Data, such failure shall be excused and shall not constitute a breach of this Agreement.

8. GOVERNING LAW.

8.1 This Appendix 8 shall be governed by the laws of the State of Illinois, or Netherlands where European NAVTEQ Data is used, without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods, which is explicitly excluded. You agree to submit to the Jurisdiction of the State of Illinois, or the Netherlands where European NAVTEQ Data is used, for any and all disputes, claims and actions arising from or in connection with the Data provided to you hereunder.

9. GOVERNMENTAL END USERS.

9.1 If the Data is being acquired by or on behalf of the Unites States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, the Data is a "commercial item" as that item is defined at 48 C.F.R ("FAR") 2.101, is licensed in accordance with the following "Notice of Use," and shall be treated in accordance with such Notice:

<div align="center">

Notice of Use

CONTRACTOR (MANUFACTURER/SUPPLIER) NAME: NAVTEQ

CONTRACTOR (MANUFACTURER/SUPPLIER) ADDRESS:

425 West Randolph Street, Chicago, Illinois 60606

This Data is a commercial Item as defined in FAR 2.101 and is subject to these End User Terms under which this Data was provided.

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9.2 If the Contracting Officer, federal government agency, or any federal official refuses to use the legend provided herein, the Contracting Officer, federal government agency, or any federal official must notify NAVTEQ prior to seeking additional or alternative rights in the Data.

APPENDIX 9 – UNITED KINGDOM DATA SERVICE

This Appendix 9 applies to all validation, search and enhancement processes made by the Customer against British addresses. If so, this Appendix 9 will apply in addition to the General Terms. Third party supplier is authorised by Royal Mail to licence the use of PAF Data to its Customers in conjunction with Third party supplier's own Service, Data and databases. As the Customer wishes to obtain a licence to use PAF Data the following terms will also apply specifically in respect of the PAF Data.

Any definition not provided in this Appendix 9 shall have the same meaning as set out elsewhere in the Agreement.

1. DEFINITIONS

1.2 In these terms and conditions, unless the context clearly indicates otherwise:

"Alias" means the file known as the 'Alias File', which contains 'Locality', Thoroughfare', Delivery Point' and 'County Alias' details;

"Customer Database" means the Customer's existing electronic compilation of records, database or mailing list, which existed prior to any Data Cleansing being carried out pursuant to this Agreement in respect of the same;

"Bureau Customer" means a customer of the Customer that receives a Bureau Service;

"Bureau Services" means a service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant Customer;

"Data" when used within this Schedule means the PAF Data, Multiple Residence Data and/or Not Yet Built Data;

"Data Cleansing" means the processing of existing data records using PAF Data, Multiple Residence Data and/or Not Yet Built Data:

(a) Including validating, reformatting, correcting or appending additional data to those records, and;

(b) including the use of PAF® Data, Multiple Residence Data and/or Not Yet Built Data within address capture applications, but;

(c) not including Data Extraction (whether carried out by an address capture application or otherwise)

(d) and "Cleansed" shall be read accordingly;

"Data Creation" means the use of the Data, whether incorporated in a Licensed Product or otherwise, to create a new Record or Records not already held on any database or mailing list owned by or licensed to the Customer by:

(a) adding any PAF® Record or PAF® Records, Multiple Residence Data and/or Not Yet Built Data; and/or

(b) adding any PAF® Record Element or PAF® Record Elements, Multiple Residence Data and/or Not Yet Built Data; in each case, to a Customer

Database or to create a new database where previously there was none.

"Data Extraction" means the extraction of PAF Data, Multiple Residence Data and/or Not Yet Built Data or any part of it for the generation of new address records in a new or existing database;

"Extracted Data" means data generated as a result of Data Extraction;

"Multiple Residence Data" means Royal Mail's database known as 'Multiple Residence', which contains address records for properties receiving mail at a single address, as may be amended from time to time;

"Not Yet Built Data" means Royal Mail's database known as 'Not Yet Built', which contains not yet built address records.

"PAF" means the database, or any part of it, known as the 'Postcode Address File', containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time that the Customer has elected to receive pursuant to the terms of this Agreement as supplied or contained in any Licensed Product. PAF is a registered trade mark of Royal Mail;

"PAF Data" means Royal Mail's database known as PAF and including the database known as the "Alias File" and any updates of the same;

"Substantially All Database" means 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.

2. PERMITTED USE

2.1 The Customer may freely use PAF Data, Multiple Residence Data and/or Not Yet Built Data in accordance with the terms contained within this Appendix 1 and the Agreement.

3. CONDITIONS OF USE

3.1 The Customer must not make copies of PAF Data, Multiple Residence Data and/or Not Yet Built Data except as permitted by the Agreement and this Appendix 1 or as reasonably necessary for back-up, security, business continuity and system testing purposes.

3.2 The Customer may use PAF Data, Multiple Residence Data and/or Not Yet Built Data for Data Extraction but Extracted Data:

(a) may only be accessed by Authorised Users; and

(b) must not be supplied or any access to it provided to any third party.

3.3 The Customer may provide Cleansed data to third parties provided that:

(a) where that supply is a Bureau Service, the Customer and the Bureau Customers comply with the restrictions in paragraph 3 of this Appendix 1; and

(b) if such databases are Substantially All Databases:

- such databases are not represented or held out as a master, original or comprehensive address database or other similar description;
- the access is provided in the course of the Customer's normal data supply or routine business activities and is not carried on as a business in its own right; and
- the provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF Data, Multiple Residence Data and/or Not Yet Built Data.

3.4 Customers must not permit access to, display or communicate to the public any Data, except for the purposes of capturing or confirming address details of third parties.

3.5 Except as set out in this Appendix the Customer must not:

(a) transfer, assign, sell or licence Data or their use to any other person;

(b) use Data to create a product or service distributed or sold to any third party which relies on any use of PAF Data, Multiple Residence Data and/or Not Yet Built Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting; or

(c) copy, reproduce, extract, reutilise or publish Data.

4. SUBCONTRACTING

4.1 Customers may provide PAF Data, Multiple Residence Data and/or Not Yet Built Data to their subcontractors who may use it to the extent necessary for:

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

(b) acting on behalf of the Customer
in each case for the Customer'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 PAF Data, Multiple Residence Data and/or Not Yet Built Data contained in the Agreement and this Appendix 1 and that the Customer is responsible for any breaches of those terms by such sub-contractor.

5. PERSONAL RIGHTS

5.1 Customer rights are personal, limited and non-transferable.

6. ROYAL MAIL'S IPR NOTICE

6.1 The Customer acknowledges that Royal Mail is the owner of the Intellectual Property Rights in PAF Data, Multiple Residence Data and/or Not Yet Built Data and the PAF, Multiple Residence and Not Yet Built 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 and in this Appendix 1.

7. CESSATION OF USE OF PAF DATA

7.1 Customers must cease use of PAF Data, Multiple Residence Data and/or Not Yet Built Data if their right to use PAF Data, Multiple Residence Data and/or Not Yet Built Data is terminated and also destroy any copies of PAF Data, Multiple Residence Data and/or Not Yet Built Data they hold.

8. PAF USE BY AUTHORISED USERS

8.1 Customers must ensure that:

(a) the terms contained within the Agreement and this Appendix 1 bind their Authorised Users;

(b) only their Authorised Users exercise the use rights of PAF Data, Multiple Residence Data and/or Not Yet Built Data granted to Customers further to the Agreement and this Appendix 1; and

in the event of termination or expiry of a Customers rights to use PAF Data, Multiple Residence Data and/or Not Yet Built Data, the rights of Authorised Users to use them also terminate.

APPENDIX 10 – UNITED STATES DATA SERVICE

This Appendix 10 applies to all validation, search and enhancement processes made by the Customer against United States addresses. The data that Third party supplier uses to provide the United States Postal Data is supplied by the United States Postal Service. Third party supplier is obliged under the terms of its agreement with the United States Postal Service to ensure that all Customers agree to comply with the following provisions:

1. GRANT OF LICENSE.

1.1 The Customer outside of the United States may access the United States Postal Data, provided that the Customer is using data relating to US customers for the purpose of preparing mailing for submission to the US Postal Service in the United States.

2. OWNERSHIP OF PRODUCT

2.1 The Customer acknowledges that the United States Postal Service is the sole and exclusive owner of all rights, title and interest in the United States Postal Data supplied as part of the Service.

2.2 The Customer agrees to protect and maintain the confidentiality and value of the United States Postal Data and further agrees to not take any action that may jeopardize or prejudice the interests of the United States Postal Service with respect to the United States Postal Data.

2.3 The Customer acknowledges that any or all unauthorized disclosures of the United States Postal Data would damage the value and confidentiality of the United States Postal Data. Accordingly, the Customer agrees that the United States Postal Service has the right to seek injunctive relief against Third party supplier and/or the Customer should the value or confidentiality of the United States Postal Data be threatened, without requiring the United States Postal Service to prove any actual Pursuance of injunctive relief against Third party supplier and/or the Customer shall not limit other rights or remedies afforded to the United States Postal Service or Third party supplier that it may be entitled to through law.

3. TERMINATION

3.1 Under the terms of its agreement with the United States Postal Service the supply of the United States Postal Services can be terminated upon Third party supplier providing the Customer with ninety (90) days' notice.

3.2 Notwithstanding termination of the Agreement or this element of the Service, the Customer shall remain bound by all terms and provisions of this Appendix 10 following the termination effective date.

3.3 Notwithstanding the above clause 3.1, the third party supplier has agreed terms with its United States Postal that permit the Customer to continue to use the United States Postal Service address data to for a further 12 months following such termination (the "Extended Period").

3.4 Furthermore, wherever possible, the third party supplier will use all reasonable endeavours to secure for the Customer a right to continue to use the United States Postal Service address data beyond the Extended Period specified at clause 3.3 above. Such endeavours will be for purposes of enabling the Customer to continue to access the data to the end of the current licence period with Rhapsody.

3.5 If the supply of the United States Postal Service address data is terminated prematurely (i.e. during the term of the agreement between the Customer and Rhapsody) due to no fault of the Customer or Rhapsody then, the third party supplier shall use all reasonable endeavours to secure a pro-rata refund of any pre-paid royalties paid to the United States Postal for the United States Postal Service address data.

APPENDIX 11 – NEW ZEALAND SERVICE DATA

This Appendix 11 applies to all validation, search and enhancement processes made by the Customer against New Zealand addresses. The data that Third party supplier uses to provide New Zealand address data is supplied by New Zealand Post. Third party supplier is obliged under the terms of its agreement with New Zealand Post to ensure that all Customers agree to comply with the following provisions:

1. COPYRIGHT NOTICE

1.1 The Customer acknowledges and accepts that Land Information New Zealand (LINZ) and the Crown hold absolutely and exclusively certain material which has been licensed to New Zealand Post and incorporated into the New Zealand address Data and that LINZ and the Crown do not assign any copyright or other intellectual property rights in such material either to New Zealand Post, Third party supplier or the Customer.

2. USE OF THE DATA

2.1 The Customer (and any of its agents or subcontractors) may only use the New Zealand address Data in accordance with this Agreement including this Appendix 11 for the Customer's internal purposes, and only as part of or in combination with the Services. The Customer must ensure that its personnel, agents, and subcontractors comply with these terms.

2.2 The Customer may make a reasonable number of backup copies of the New Zealand address Data received as part of the Services for security purposes. The Customer may only use such backup copies for archive retention and retrieval purposes and only during the terms of this Agreement.

2.3 The Customer must not make any statement or claim relating to the New Zealand address Data being approved, recommended or endorsed by Third party supplier or New Zealand Post or do anything similar or imply that such is the case, unless Third party supplier has expressly given its prior written consent to the form and content of such claim.

2.4 The Customer must comply with the requirements of the Privacy Act 1993 and any other applicable law or regulations relevant to its possession or use of the New Zealand address Data.

3. THIRD PARTY LICENCES

3.1 The New Zealand address Data provided by New Zealand Post contains data provided to New Zealand Post by third party licensors. In the event that one or more of its third party licensors terminates its license with New Zealand Post, New Zealand Post reserves the right to terminate its agreement with Third party supplier for the relevant element of the Data and Third party supplier shall in turn be entitled to terminate its agreement with the Customer for any such affected element of the Data.

3.2 New Zealand Post reserves the right to change the New Zealand address Data at any time by providing Third party supplier with reasonable notice of such change. Third party supplier shall in turn notify the Customer of any such changes.

3.3 In the event that New Zealand Post terminates its agreement with Third party supplier for the provision of New Zealand address Data in whole or part and in turn Third party supplier terminates it's Agreement with the Customer, the Customer shall remove all affected New Zealand address Data from its systems within 90 days of receipt of Third party supplier's notice to do so.

4. CONFIDENTIALITY NOTICE

4.1 The Data is confidential to New Zealand Post Limited and New Zealand Post Limited owns, or has a licence to use, all Intellectual Property rights in the Data incorporated in this product or service.

5. WARRANTIES AND LIABILITY

5.1 Third party supplier and New Zealand Post do not warrant that the New Zealand address Data will be free from errors, omissions, inaccuracies, viruses or other destructive code or that the New Zealand address Data will be fit for the Customer's purpose or for use in any specific technical environment, or that Third party supplier or New Zealand Post will provide any training or documentation with the New Zealand address Data. To avoid doubt, the Customer agrees and represents that it is acquiring the New Zealand address Data for the purposes of a business and that the Consumer Guarantees Act 1993 (New Zealand) does not apply.

5.2 The Customer indemnifies and keeps indemnified Third party supplier and New Zealand Post against any claim, proceeding, damage, liability, loss cost or expense (including legal costs) whether arising in contract, tort (including for negligence) or otherwise, arising out of or in connection with: a breach of any obligation set out in this Agreement including this Appendix 11 relating to the New Zealand address Data, any willful or unlawful act of omission of the Customer in relation to the New Zealand address Data and the use of the New Zealand address Data by the Customer or any individual given access to the New Zealand address Data by the Customer. The maximum liability of the Customer under this clause 5 of Appendix 11 is $250,000.

5.3 The Customer acknowledges and accepts that New Zealand Post shall have the right to enforce the terms of this Agreement including this Appendix 11 against the Customer for the purposes of the Contracts (Privity) Act 1982 and is entitled to terminate the Customer's right to use any of the New Zealand address Data if the Customer breaches any relevant term.

5.4 The Customer acknowledges and accepts that LINZ and the Crown shall not in any circumstances be liable for any loss or damage (even if LINZ or the Crown has been advised of the possibility of such loss or damage, and including, without limitation, any direct loss, indirect loss, consequential loss, loss of profits, business interruption loss or loss of data) suffered by the Customer or any other person associated with this Agreement.

5.5 In the event that any exclusion of the liability of LINZ or the Crown set out clause 5.4 of Appendix 11 is inapplicable, or is held unenforceable the liability of each of LINZ and the Crown under or in connection with this Agreement or arising out of any use, reproduction, modification, or creation of compilations or derivative works of or from the New Zealand address Data (by the Customer or any other person), whether that liability arises in tort (including negligence) equity or any other basis, shall be limited to the fees paid by Third party supplier to New Zealand Post for the material incorporated into the New Zealand address Data which gave rise to the loss or damage, exclusive of GST.

5.6 For the purposes of the Contracts (Privity) Act 1982, this Appendix 11 confers a benefit on, and are enforceable by LINZ and the Crown.

6. TERMINATION

6.1 Under the terms of its agreement with New Zealand Post the supply of the New Zealand Data Services can be terminated upon Third party supplier providing the Customer with ninety (90) days' notice.

6.2 Wherever possible, the third party supplier will use all reasonable endeavours to secure for the Customer a right to continue to use the New Zealand Post data beyond the 90 days' notice period specified in this clause 6 and at clause 3 above. Such endeavours will be for purposes of enabling the Customer to continue to access the data to the end of the current licence period with Rhapsody.

6.3 Furthermore, if the supply of the New Zealand Post data is terminated prematurely (i.e. during the term of the agreement between the Customer and Rhapsody) due to no fault of the Customer or Rhapsody then, The third party supplier shall use all reasonable endeavours to secure a pro-rata refund of any pre-paid royalties paid to New Zealand Post for the New Zealand Post data.

APPENDIX 12 – EMAIL VALIDATION SERVICE

This Appendix 12 applies to all email validation processes made by the Customer. The data that Third party supplier uses to provide the Email Validation Service is supplied by Third party supplier's Email Validation Service partner. Third party supplier is obliged under the terms of its agreement with the Email Validation Service partner to ensure that all Customers agree to comply with the following provisions:

1. USE OF EMAIL VALIDATION SERVICE

1.1 The Customer may not:

(a) Modify, change or create any derivative works of the Email Validation Service, including translation or localization;

(b) Copy, decompile, disassemble, decrypt, reverse engineer, or otherwise attempt to derive the source code for the Email Validation Service (except to the extent applicable laws specifically prohibit such restriction);

(c) Redistribute, encumber, sell, rent, lease, sublicense, display, publish, disclose or otherwise transfer rights to the Email Validation Service, in whole or in part, to any other person or entity;

(d) Remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Email Validation Service;

(e) Interfere with or disrupt the integrity or performance of the Email Validation Service or the data contained therein; or

(f) Attempt to gain unauthorized access to the Email Validation Service or its related systems or networks. All rights not expressly granted in accordance with this Agreement are reserved to the third party supplier.

1.2 The Email Validation Service, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. The Email Validation Service may not be downloaded, or otherwise exported or re-exported into, or to anyone on the U.S. Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Denial Orders or a country under embargo with the US. You agree to comply strictly with all such regulations and acknowledge that it has the responsibility to obtain such licenses to export, re-export, or import Email Validation Service.

2. TERMINATION

2.1 The Email Validation Service partner data partner reserves the right to immediately revoke the use of the Email Validation Service and terminate, if there is any breach by the Customer of any of the terms & conditions herein.

3. WARRANTY AND LIABILITY

3.1 THIRD PARTY SUPPLIER AND THE EMAIL VALIDATION SERVICE PARTNER MAKE NO WARRANTY OR CONDITION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED REGARDING THE EMAIL VALIDATION SERVICE. ALL IMPLIED WARRANTIES AND TERMS & CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, ARE HEREBY DISCLAIMED. THIRD PARTY SUPPLIER AND THE EMAIL VALIDATION SERVICE PARTNER DO NOT WARRANT THAT THE OPERATION OF THE EMAIL VALIDATION SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL DEFECTS IN THE EMAIL VALIDATION SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THIRD PARTY SUPPLIER AND THE EMAIL VALIDATION SERVICE PARTNER OR THEIR AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIRD PARTY SUPPLIER'S OBLIGATIONS HEREUNDER.

3.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THIRD PARTY SUPPLIER OR THE EMAIL VALIDATION SERVICE PARTNER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE EMAIL VALIDATION SERVICE OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, THIRD PARTY SUPPLIER'S AND THE EMAIL VALIDATION SERVICE PARTNER'S ENTIRE LIABILITY TO THE CLIENT UNDER ANY PROVISION OF THIS AGREEMENT RELATING TO THE USE OF THE EMAIL VALIDATION SERVICE SHALL NOT EXCEED US$1,000.00 IN THE AGGREGATE.

3.3 The Customer shall indemnify and hold harmless the Email Validation Service partner from and against all losses, claims, damages or other causes of any nature or kind whatsoever (including reasonable attorney's fees) arising directly or indirectly out of third party claims concerning:

(a) A breach of any of the Customer's obligations, covenants, representations or warranties contained herein;

(b) The use of the Email Validation Service; and

(c) The negligence or intentional misconduct of The Customer or its officers, employees, agents or contractors.
The Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Email Validation Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.