

GENERAL TERMS OF SERVICE

PLEASE CAREFULLY READ THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT FOR THE USE OF THE SERVICE. BY TICKING THE CHECKBOX, (1) THE CLIENT ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW), (2) THE CLIENT REPRESENTS THAT IT HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW), ON BEHALF OF THE ENTITY OR PERSON IN RESPECT OF WHOM THE SERVICE WAS ORDERED (SUCH ENTITY OR PERSON, "CLIENT"), AND TO BIND THE CLIENT TO THE TERMS OF THIS AGREEMENT, AND (3) THE CLIENT AGREES THAT IT IS ENTERING INTO THIS AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW) WITH LOQATE, INC TRADING AS EVERYTHING LOCATION ("EVERYTHING LOCATION"). IN ADDITION, WHEN USING PARTICULAR SERVICES OR MATERIALS THROUGH THE SERVICE, THE CLIENT SHALL BE SUBJECT TO ANY POSTED RULES APPLICABLE TO SUCH SERVICES OR MATERIALS THAT MAY CONTAIN TERMS AND CONDITIONS OR OTHER OPERATING RULES, POLICIES AND PROCEDURES IN ADDITION TO THOSE IN THESE GENERAL TERMS ("ADDITIONAL TERMS"). ALL SUCH ADDITIONAL TERMS ARE HEREBY INCORPORATED BY REFERENCE INTO THESE GENERAL TERMS AND FORM THE BASIS OF THE AGREEMENT BETWEEN THE PARTIES. IF THE CLIENT DOES NOT AGREE TO ALL OF THE TERMS AND CONDITIONS SET OUT IN THESE GENERAL TERMS AND ANY APPLICABLE ADDITIONAL TERMS, OR IF THE CLIENT DOES NOT HAVE SUCH AUTHORITY, THE CLIENT SHOULD NOT TICK THE CHECKBOX AND LEAVE THE CHECKOUT PAGE TO DISCONTINUE THE REGISTRATION PROCESS.

1. DEFINITIONS AND INTERPRETATION

"Additional Terms" means the special terms and conditions relating to particular aspects or features of the Service as set out in the appendices to this Agreement which will apply if the Client has selected that aspect of the Service.

"Agreement" means the Additional Terms, the Developer Terms and these General Terms, which in the case of conflict rank in the order of precedence set out above.

"API Software" means the proprietary Everything Location API software products made available by Everything Location to the Client on a remote online basis through the Service, and any and all modified, updated, or enhanced versions of such products that Everything Location may make available (on a remote basis) to the Client under this Agreement.

"Business Day" means Monday to Friday (excluding federal holidays in US).

"Charges" means Everything Location's standard pricing as set out in the Price List.

"Client" means the organisation, firm, company or public authority that receives the Service provided by Everything Location.

"Client Application" means the software application(s), website(s), or other interface(s) developed, owned or operated by or for, the Client.

"Client Information" means data and any other materials provided or otherwise made available to Everything Location by or on behalf of the Client.

"Confidential Information" means any information relating to the business of the disclosing Party which is not publicly available including, but not limited to, (i) Client Information, information regarding the business, affairs, customers, clients, suppliers, operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing Party; (ii) any information, findings, data or analysis derived from Confidential Information including the Output Material; (iii) the existence and terms of this Agreement; and (iv) any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing Party.

"Credits" means the credits purchased by the Client that permit the Client and its Permitted Users to access and use the Service.

"Credit Pack" means the individual bundle or pack of Credits purchased by the Client, which is valid for twelve (12) calendar months.

"Credit Plan" means the rolling monthly credit subscription plan, which commences on the date that the Client purchases the credit plan from the Everything Location Website and which shall automatically renew every thirty (30) days.

"Data" means the data that is provided by Everything Location or its third party licensors as part of the provision of the Service. Any additional terms relating to the use of the Data will be detailed within the applicable Additional Terms.

"Developer Terms" means the developer terms entered into between the Client and Everything Location for the Client's use of the Integration Software in connection with Client Applications available at www.everythinglocation.com/terms/developer.

"Documentation" means the operating instructions, user manuals, product specifications, "read-me" files, and other documentation that Everything Location makes available to the Client in hard copy or electronic form for the Service, and any modified, updated, or enhanced versions of such documentation.

"Event of Force Majeure" means any one or more acts, events, omissions or accidents beyond the reasonable control of a Party, including but not limited to: strikes, lock-outs or other industrial disputes (other than a Party's own); failure of a utility service, or transport network or information technology or telecommunications service; act of God (including without limitation fire, flood, earthquake, storm or other natural disaster); war, threat of war, riot, civil commotion or terrorist attack; malicious damage (including without limitation the acts of hackers); epidemic; compliance with any law or governmental order, rule, regulation or direction; and/or default, non-performance or late performance of suppliers or sub-contractors.

"Everything Location" means Everything Location, which is a trading name of GBG Loqate, Inc of 999 Baker Way, Ste. 320 San Mateo, CA 94404-1566, including its authorized sub-contractors and agents.

"Everything Location Platform" means the proprietary online platform comprised of the Server Software, made available by Everything Location on a remote online basis.

"Everything Location Software" means the API Software, Server Software, and Integration Software.

“**Everything Location Website**” means Everything Location’s website located at www.everythinglocation.com or any other website designated in writing by Everything Location.

“**General Terms**” means these general terms and conditions for the use of the Service.

“**Integration Software**” means any and all Everything Location proprietary software, whether in object code or source code form, including application programming interfaces, and any and all modified, updated, or enhanced versions of such integration software provided or made available to the Client under this Agreement and subject to the Developer Terms for integrating the Service into any Client Application.

“**Intellectual Property Rights**” means (i) patents, rights to inventions, rights in designs, trademarks and trade names, copyright and related rights, rights in goodwill, database rights and know-how, whether registered or not; (ii) all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals to any such rights.

“**Output Material**” means all information and Data provided to a Client by Everything Location including the results of any enquiry or search, reports, certificates or management information relating to the Client’s use of the Service

“**Permitted Users**” means employees or contractors of the Client who are authorized to use the Service, solely for the Client’s internal business purposes, and otherwise in compliance with this Agreement.

“**Personal Data**” means data which relates to a living individual who can be identified (i) from that data, or (ii) from that data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual.

“**Price List**” means Everything Location’s price list located at www.everythinglocation.com/pricing.

“**Privacy and Data Protection Requirements**” the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all U.S. and foreign applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction.

“**Server Software**” means the proprietary Everything Location server software programs that are made available by Everything Location on a remote online basis and any and all modified, updated, or enhanced versions of such programs that Everything Location may make available (on a remote basis) to the Client under this Agreement.

“**Service**” means the Everything Location Platform and the related Everything Location Software.

“**Term**” has the meaning given to such term in clause 2.1.

“**User IDs**” means the login details that the Client uses to access the Service and tracks the Client’s use of the Service.

- 1.1 The headings in this Agreement do not affect its interpretation.
- 1.2 References to clauses are to clauses of this Agreement.
- 1.3 Words in the singular include the plural and vice versa.
- 1.4 A reference to “writing” or “written” does not include electronic mail or facsimiles.

2. TERM OF THE AGREEMENT

- 2.1 This Agreement will remain in effect until the termination or expiration of the Client’s then-current Credit Plan or Credit Pack, and shall automatically renew for successive terms equal to the Client’s then-current Credit Plan or Credit Pack (the initial term together with the renewal terms, the “**Term**”) unless earlier terminated pursuant to this Agreement’s express provisions.
- 2.2 If the Client has obtained the Service on a trial basis, the Client acknowledges and agrees that upon the expiration of the trial period or on use of all trial Credits, whichever occurs first, the Client shall discontinue all use of the Service unless, prior to expiration, the Client has purchased a Credit Pack or signed up to a Credit Plan. If the Client has not purchased a Credit Pack or signed up to a Credit Plan prior to the expiration of the trial period, this Agreement will automatically terminate (that is, without the requirement of any termination notice being provided by Everything Location to the Client) and the Client will no longer have access to the Service.

3. PROVISION OF THE SERVICE

- 3.1 Everything Location will provide the Client with the Service in accordance with the terms set out in this Agreement.
- 3.2 Information describing the Service is accessible worldwide but this does not mean the Service or Software or certain portions thereof are available in the Client’s country. Everything Location may restrict access to the Service or parts of the Service in certain countries. It is the Client’s responsibility to make sure its use of the Service is legal in the Client’s country of residence. The Service may not be available in all languages. If at Everything Location’s reasonable determination, the Client uses the Service, Documentation or any other material or services provided by Everything Location under this Agreement in a manner that violates laws, creates an excessive burden or potential adverse impact on Everything Location systems, in addition to any of its other rights or remedies, Everything Location may, without liability to the Client, immediately suspend or terminate the Client’s access to the Service.
- 3.3 Everything Location makes no representations or warranties whatsoever, either express, implied, or statutory, with regard to this Agreement or the Service or any other services provided by Everything Location, the Documentation or any other materials provided by Everything Location, including any warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Everything Location does not warrant that the Service will be error-free or uninterrupted or that the results of its use will

be correct, accurate, or reliable. The Client acknowledges that it has relied on no warranties and that no warranties are made by any of Everything Location's suppliers.

4. USE OF THE SERVICE

- 4.1 Subject to the terms and conditions of this Agreement, Everything Location hereby grants to the Client a non-exclusive, non-transferable, limited license, solely during the Client's Credit Plan or Credit Pack, to (i) access and use, and permit Permitted Users to access and use, the Service, over the internet, solely for the Client's own internal business purposes; (ii) to use the Output Materials in accordance with the terms of this Agreement; and (iii) reproduce and use a reasonable number of copies of the applicable Documentation in support of the exercise of the licenses granted in this clause 4.1.
- 4.2 The Client agrees that it will be solely responsible for its use, and its Permitted Users' use, of the Service and for the acts and omissions of all Permitted Users of the Service including the failure by a Permitted User to perform or observe the terms and conditions of this Agreement including without limitation to the provisions set out in the Additional Terms.
- 4.3 The Client shall be responsible for the creation, maintenance and submission of all Client Information. The Client warrants that it shall comply with all applicable legislation, instructions and guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Client and its use of the Service including those which relate to the provision of Client Information.
- 4.4 The Client acknowledges that the Everything Location Software and Documentation embodies, contains, and constitutes valuable trade secrets of Everything Location. The Client agrees that it will not, and it will not permit any Permitted User or third party to: (i) modify, adapt, translate or create derivative works based on the Everything Location Software or Documentation; or (ii) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Everything Location Software, except as expressly permitted by applicable law, except to the extent expressly permitted in clause 4.1. Everything Location reserves all rights and licenses not expressly granted to the Client in clause 4.1 and no implied license is granted by Everything Location. The Client agrees not to remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of Everything Location or its suppliers on or within the Service or Documentation. The Client acknowledges and agrees that any non-compliance by any Permitted User with any of the requirements above will be deemed a material breach by the Client of this Agreement.
- 4.5 In addition to the restrictions set forth in clause 4.4, the Client shall not attempt to circumvent, dismantle or otherwise interfere with any time-control disabling functionality in the Service that causes the Service to cease functioning.
- 4.6 The Client's integration of the Service into Client Applications is controlled by the Developer Terms located at www.everythinglocation.com/terms/developer. The Developer Terms are incorporated into and are made a part of this Agreement. In the event that there is any inconsistency or conflict between this Agreement and the Developer Terms, the Developer Terms shall take precedence solely with respect to the subject matter therein.
- 4.7 The Service may contain third party software and data which requires notices and/or Additional Terms. Such required third party software notices and/or Additional Terms and conditions are located at www.everythinglocation.com/terms/third-party and are made a part of and incorporated by reference into this Agreement. By accepting these the terms of this Agreement, the Client is also accepting such Additional Terms, if any, set forth therein. If the Client does not agree to such Additional Terms, the Client should not access or use the Service.
- 4.8 The Service is provided solely for the Client's own internal use. The Client must not resell or attempt to resell the Service (or any part or facility of it, including the Output Material) to any third party without first entering into an appropriate agreement signed by an authorised representative of Everything Location.
- 4.9 The Client acknowledges and accepts that any suggestions and/or feedback that it provides to Everything Location regarding the functioning, features, and other characteristics of the Service, Documentation, or other materials or services provided or made available by Everything Location under this Agreement may be used by Everything Location to update and improve the Service.
- 4.10 GBG|Loqate shall not be responsible for the decisions that the Client makes as a result of the information, Service or Data that GBG|Loqate provides to the Client under this Agreement

5. SECURITY

- 5.1. The Client is responsible for the security and proper use of all user identities ("User IDs") and passwords used in connection with the Service (including changing passwords on a regular basis).
- 5.2. The Client shall take all necessary steps to ensure that User IDs are kept confidential, secure, are used properly and are not disclosed to any unauthorised parties. For the avoidance of doubt, the Client will be responsible for all Charges for the Service where its User IDs have been used to access the Service.
- 5.3. In creating User IDs for the Service, the Client agrees to (i) provide true, accurate, current and complete information as prompted by the registration form ("Registration Data"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. The Client represents that it is not a person barred from using the Service under the laws of the United States, the Client's place of residence or any other applicable jurisdiction.
- 5.4. The Client shall not (a) create a user account using a false identity or information, (b) create a user account or use the Service if Client has been previously removed or banned by Everything Location from use of the Service.
- 5.5. The Client is solely responsible for any activity originating from its user account, regardless of whether such activity is authorized by the Client.
- 5.6. The Client must immediately inform Everything Location if there is any reason to believe that a User ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

- 5.7. Everything Location reserves the right to suspend User IDs and password access to the Service if at any time Everything Location reasonably considers that there is or is likely to be a breach of security or misuse of the Service and/or to require the Client to change any or all of the passwords used by the Client in connection with the Service.

6. CHARGES AND PAYMENT

- 6.1. Pricing for Credit Plans and Credit Packs are set forth in the Price List. All Charges are non-refundable and non-returnable.
- 6.2. In order to access and use the Service, the Client must purchase a Credit Pack or subscribe to a Credit Plan. The Charges must be paid at the time of purchase. In the event that the Client's Credit Pack or Credit Plan is depleted prior to the expiration of the Client's then-current Credit Pack or Credit Plan, the Client may either upgrade their monthly Credit Plan or purchase another Credit Pack. All Credits, whether purchased by means of a Credit Plan or Credit Pack, become valid upon purchase and shall expire at the expiration set on each respective Credit Pack and Credit Plan.
- 6.3. Credit Plans shall automatically renew for the Client's then-existing Credit Plan, unless the Client provides Everything Location notice of non-renewal or termination prior to the expiration of the Client's then-current Credit Plan. On renewal of the Client's Credit Plan any Credits remaining from the previous period will expire. The Client may change or cancel the then-current Credit Plan, or configure the renewal options on the Client's then-current Credit Pack from the Client's online account.
- 6.4. Everything Location may increase the amount of Charges payable by the Client by updating the Price List., provided that any such increase shall not be more than once in any twelve (12) month period during the Term.
- 6.5. Unused Credits remaining in either the Client's Credit Pack or Credit Plan shall expire on the expiration date and will not roll over to subsequent Credit Packs or Credit Plans. This includes if the Credit Pack or Credit Plan is automatically renewed or purchased again at a later date. Credit Packs and Credit Plans shall be refreshed at Everything Location's then-current pricing. Further information regarding Credits, Credit Packs, and Credit Plans can be found in the Price List.
- 6.6. The Charges are exclusive of all applicable taxes, or other similar charges, and the Client will be responsible for payment of all such taxes (other than taxes based on Everything Location's income), and any related penalties and interest, arising from the payment of the Charges, the delivery of the Everything Location Software, or performance of any services by Everything Location.
- 6.7. If the Client fails to pay any part of the Charges when due, it shall be liable to pay Everything Location interest on such part of the Charges from the due date for payment at an annual rate of 8% or the maximum rate allowed by applicable law whichever is the lower.
- 6.8. The Client shall make all payments due under this Agreement without any deduction whether by set-off, counterclaim, discount, abatement or otherwise.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Everything Location and its suppliers retain all right, title and interest in and to all Intellectual Property Rights in the Service, Documentation, and all other materials provided or made available to the Client in connection with the Services provided by Everything Location, and any and all modifications, updates, and enhancements to the foregoing items.
- 7.2. Everything Location acknowledges all Intellectual Property Rights in the Client Information belongs and shall continue to belong to the Client. The Client grants to Everything Location a non-transferable, non-exclusive, royalty free licence to use, disclose and copy the Customer Information to enable Everything Location to provide the Service and carry out its obligations under this Agreement.
- 7.3. If any third party makes or threatens to make a claim against Everything Location, the Client or one of Everything Location's third party suppliers that the use of the Service or part thereof infringes any third party's Intellectual Property Rights, Everything Location shall be entitled to do one or more of the following:-
- (a) suspend any part of the Service that is subject to the infringement claim made by the third party;
 - (b) modify the Service, or item provided as part of the Service, so as to avoid any alleged infringement, provided that the modification does not materially affect the performance of the Service;
 - (c) terminate the Agreement upon written notice to the Client and provide a refund to the Client of any credit which was purchased as part of a Credit Pack or Credit Plan at the date of termination has not been and will not be credited against Charges due to Everything Location.
- 7.4. Everything Location will indemnify the Client against all liabilities, costs, expenses, damages and losses incurred by the Client as a direct result of any third party making or threatening to make a claim against the Client that the Client's use of the Service and/or Data in accordance with the terms of this Agreement infringes that third party's Intellectual Property Rights (a "Claim"), provided that the Client:
- (a) notifies Everything Location promptly in writing of any Claim;
 - (b) makes no admission or compromise relating to the Claim or otherwise prejudice Everything Location's defence of such Claim;
 - (c) allows Everything Location to conduct all negotiations and proceedings in relation to the Claim; and
 - (d) gives Everything Location all reasonable assistance in doing so (Everything Location will pay the Client's reasonable expenses for such assistance).
- 7.5. The indemnity in clause 7.4 does not apply to any Claim arising as a result of the use of the Service in conjunction with software, materials, equipment and/or services which Everything Location have not supplied pursuant to this Agreement or to Claims caused by designs or specifications made by the Client, or on the Client's behalf.
- 7.6. The Client warrants and represents that:
- (a) it has all the rights necessary to grant the licenses granted herein to Everything Location in and to such Client Information;

- (b) it will not use or exploit the Intellectual Property Rights in the Service or Data or permit others to use or exploit the Intellectual Property Rights in the Service or Output Material outside of the terms of the licence granted to the Client in clause 4.1 of this Agreement; and
 - (c) the use of the Service by the Client in conjunction with any software, equipment, materials and/or services (which are not supplied by Everything Location) will not infringe the rights of any third party.
- 7.7. Everything Location reserves the right to use open source software within the Services. Such open source software is licensed under the terms of the license that accompanies such open source software. Nothing in this Agreement limits the Client's rights under, or grants to the Client rights that supersede the terms and conditions of any applicable end user license for such open source software.

8. CONFIDENTIALITY AND PUBLICITY

- 8.1. Each Party undertakes that it shall not at any time disclose the other Party's Confidential Information to any third party except as permitted by clauses 8.3, 8.4 and 8.5 or to the extent necessary for the proper performance of this Agreement.
- 8.2. Each Party warrants to the other that it shall apply the same security measures and degree of care to Confidential Information disclosed to it as it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own Confidential Information.
- 8.3. Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 8.4. Each Party may disclose the other Party's Confidential Information:
- (a) to its employees, officers, representatives, advisers and third party suppliers who need to know such information to perform its obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives, advisers and third party suppliers to whom it discloses the other Party's confidential information comply with this clause 8; and
 - (b) as may be required by law, court order or any governmental or regulatory authority;
- 8.5. For the purposes of clause 8.1, Confidential Information shall not include information which:
- (a) is or becomes generally available to the public (other than through a breach of this Agreement);
 - (b) is lawfully in the possession of the other Party before the disclosure under this Agreement took place;
 - (c) is obtained from a third party who is free to disclose it; or
 - (d) the Parties agree in writing is not confidential or may be disclosed.
- 8.6. Notwithstanding the terms of this clause 8, Everything Location may issue a press release (or if Everything Location wishes, another form of public communication) relating to the Parties' entry into this Agreement.

9. DATA PROTECTION

- 9.1. Both Parties warrant that they will comply with their respective obligations under the Privacy and Data Protection Requirements.
- 9.2. The Parties acknowledge that for the purposes of this Agreement, the Client will be the Data Controller and GBG|Loqate will be the Data Processor, as defined under the Data Protection Act 1998.
- 9.3. Where GBG|Loqate processes Personal Data on the Client's behalf, GBG acting as Data Processor will:
- (a) act on and comply with the Client's instructions with regard to the processing of its Personal Data; and
 - (b) take reasonable steps to ensure the reliability of all GBG|Loqate's employees who have access to the Client's Personal Data; and
 - (c) take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data; and
 - (d) where an individual exercises his or her right under any laws in respect of Personal Data processed by GBG|Loqate on the Client's behalf or where the Client is required to deal or comply with any assessment, enquiry, notice or investigation by any regulatory or legal body, GBG|Loqate will co-operate with the Client's reasonable requests to enable it to comply with its legal obligations which arise as a result of the exercise of such rights or as a result of such assessment, enquiry, notice or investigation.
- 9.4. The Client acknowledges and agrees that it is responsible for:
- (a) obtaining the informed consent (permission) of any Data Subjects whose Personal Data is provided to GBG|Loqate as part of the Client Information prior to use of the Service.
 - (b) creating and maintaining an audit trail of all informed consents received from each individual Data Subject under clause 9.4(a) above.
- 9.5. The Client shall ensure that the consent provided by a Data Subject in accordance with clause 9.4.4(a) complies with Privacy and Data Protection Requirements and is sufficient to allow GBG|Loqate to access, use, store, transfer and process the Data Subject's Personal Data in accordance with the terms of this Agreement.
- 9.6. The consent wording must also include reference to the fact that, where appropriate and relevant for the provision of the Service, Personal Data will be transferred outside the European Economic Area ("EEA") in order to perform identity verification or checking and that those countries outside the EEA may not have protections in place for personal data as extensive as those within the EEA.
- 9.7. As the Client's Data Processor (or otherwise) GBG|Loqate relies on its Clients for direction as to the extent to which it is entitled to process any Personal Data provided to it by the Client. Consequently GBG|Loqate will not be liable for any claim brought by an individual (whose Personal Data is provided to GBG|Loqate by the Client) arising from the processing of Personal Data undertaken by GBG|Loqate in accordance with instructions given to it by the Client or in the provision of the Service in accordance with the terms of this Agreement.

- 9.8. In the event that GBG|Loqate has been required to deal with a Data Subject as a result of a decision that the Client has made regarding such Data Subject and GBG|Loqate is not at fault, the Client will be charged on a time and materials basis for the cost incurred in dealing with such Data Subject.

10. LIABILITY

- 10.1. Neither Party excludes or limits its liability for death or personal injury resulting from its negligence, fraudulent misrepresentation or any other type of liability that cannot by law be excluded or limited.
- 10.2. Neither Party excludes or limits its liability in respect of clauses 7 (Intellectual Property Rights), 8 (Confidentiality) and 9 (Data Protection) of this Agreement.
- 10.3. Subject to clauses 10.1 and 10.2, each Party's aggregate liability to the other Party under or in connection with this Agreement, whether such liability arises in contract, tort (including, without limitation, negligence) misrepresentation or otherwise, shall be limited to either the Charges payable in the 12 month period preceding the breach or \$5,000, whichever is the greater.
- 10.4. Subject to clauses 10.1 and 10.2, neither Party shall be liable for loss of profits, business or anticipated savings, loss or destruction of data, loss of use of data, loss of reputation, loss of goodwill, any special, indirect or consequential loss or damage.
- 10.5. Due to Everything Location's reliance on third party data suppliers, and telecommunication services, over which Everything Location has no direct control, Everything Location does not warrant:
- (a) the accuracy, suitability for purpose/requirements and/or uninterrupted availability of the Service or Output Materials;
 - (b) that the use of the Service and/or the Output Materials will meet the Client's business requirements and the Client accepts that the Service was not designed or produced to its individual requirements and that it was responsible for its selection.
- 10.6. Consequently, the Client agrees that except as expressly set out in this Agreement, all warranties, conditions and other terms relating to the Service and this Agreement whether expressed or implied by law, custom or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.
- 10.7. The Parties acknowledge that damages alone may not be an adequate remedy for a breach by the other Party of clauses 4 (Use of the Service), 7 (Intellectual Property Rights), 8 (Confidentiality) and 9 (Data Protection) of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the injured Party shall be entitled to seek specific performance and/or injunctive or other equitable relief.
- 10.8. Notwithstanding anything in this Agreement to the contrary, Everything Location will have no responsibility or liability of any kind under this Agreement, arising or resulting from: (i) problems caused by failed Internet connections or other hardware, software or equipment which is not owned, controlled or operated by Everything Location; (ii) nonconformities resulting from the Client's, its Permitted Users', or any third party's misuse, abuse, negligence, or improper or unauthorized use of all or any part of the Everything Location Software, Service, or other services provided hereunder by Everything Location; (iii) modification, amendment, revision, or change to the Everything Location Software by any person other than Everything Location; or (iv) any other factor outside of Everything Location's reasonable control.
- 10.9. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages with respect to consumers (i.e., a person acquiring goods otherwise than in the course of a business), so the exclusions set forth in Clause 9 above may not apply to the Client if the Client is a consumer. The limitations or exclusions of warranties and liability contained in this Agreement do not affect or prejudice the statutory rights of a consumer. The limitations or exclusions of warranties and remedies contained in this Agreement shall apply to consumer Clients only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction where such Client is located.

11. SUSPENSION AND TERMINATION

- 11.1. Everything Location may suspend all or part of the Service immediately and without notice in the event that the Client has committed a material breach of this Agreement or Everything Location acting reasonably suspects that the Client has committed a material breach of any term of this Agreement.
- 11.2. Either Party may terminate this Agreement by providing the other party with written notice of non-renewal at least ten (10) days prior to the expiration of the Client's then-current Credit Plan or Credit Pack.
- 11.3. Either Party may terminate this Agreement (or, if Everything Location wish, part of it) on immediate notice in writing to the other if any of the following applies:
- (a) the other Party commits a material or persistent breach of this Agreement, which is capable of remedy, and it fails to remedy the breach within 10 Business Days of a written notice to do so. A breach shall be capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance;
 - (b) the other Party commits a material or persistent breach of this Agreement which cannot be remedied;
 - (c) any meeting of creditors of the other Party is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement) is proposed or entered into by or in relation to the other Party (other than for the purpose of a bona fide solvent re-construction, re-organisation or amalgamation);
 - (d) the other Party ceases or threatens to cease carrying on business or is or becomes unable to pay its debts;
 - (e) a nominee, supervisor, receiver, administrator, administrative receiver or liquidator is appointed in respect of the other Party or any encumbrancer takes possession of, or any distress, lien, execution or other process is levied or enforced (and is not discharged within seven days) upon, the assets of the other Party;
 - (f) an order is made for the bankruptcy or winding-up of the other Party or a resolution for its winding up is passed;
 - (g) a notice of intention to appoint an administrator is filed with the court or served on any creditor of the other Party;
 - (h) an application for an administration order is issued at court in respect of the other Party;

- (i) a meeting is convened for the purpose of considering a resolution for the winding up of the other Party or the making of an application for an administration order or the dissolution of the other Party; or
 - (j) any event analogous to any of clauses 11.3 (c) to (i) above occurs in any jurisdiction.
- 11.4. When this Agreement terminates the Client will:
- (a) cease using the Service or in the case where access to a specific part of the Service has been terminated cease to use the specified part of the Service; and
 - (b) promptly pay any outstanding and unpaid Charges due for the Service whether the invoice was submitted before or after the termination of this Agreement.
- 11.5. When this Agreement terminates the Parties will return or destroy (at the option and request of the disclosing Party) any Confidential Information belonging to the other Party in its possession or control.
- 11.6. The termination of this Agreement does not affect the accrued rights, remedies and obligations or liabilities of the Parties existing at termination, nor shall it affect the continuation in force of any provision of this Agreement that is expressly or by implication intended to continue in force after termination.
- 11.7. Upon expiration or termination of this Agreement) for any reason, the Client shall cease (and require all Permitted Users to cease) using, and destroy, any and all information or materials supplied by Everything Location, including any related Everything Location Software and Documentation provided by Everything Location, and all copies thereof in the Client's possession or control. Upon expiration or termination of this Agreement for any reason, all Charges due to Everything Location, shall be immediately due and payable, provided that if the Client terminates this Agreement pursuant to a breach by Everything Location under clause 11.2, Everything Location will refund to the Client any Charges paid in advance by the Client for any unused portion of the Term for which such payment was made. If the Client terminates this Agreement (or any specific Credit Plan) for any reason other than in accordance with clauses 11.2 or 11.3, the Charges shall be immediately due and payable.

12. AUDIT RIGHTS

- 12.1. Everything Location is required by its third party data suppliers and regulatory bodies to include a right of audit in all of its Client Agreements. The following provisions of this clause 12 are to give effect to that requirement.
- 12.2. Upon reasonable prior written notice to the Client and upon reasonable grounds, Everything Location shall be entitled to conduct an on-site audit or to appoint a third party auditor to conduct an on-site audit of the Client's premises used in connection with the Service for the purposes of investigating the Client's compliance with its obligations under this Agreement.
- 12.3. Audits shall not be carried out on more than one occasion per year of this Agreement unless Everything Location reasonably believes that the Client is in material breach of the Agreement or unless Everything Location is required to do so by any regulatory body with competent jurisdiction or one of Everything Location's third party suppliers engaged in connection with the Service. Everything Location or its auditor may be accompanied by representatives of any such regulatory body or third party supplier in respect of any such audit imposed on Everything Location.
- 12.4. All audits will be conducted in a manner that does not materially disrupt, delay or interfere with the Client's performance of its business and shall be carried out at the expense of Everything Location or its third party suppliers. Should the audit reveal a breach of the Agreement by the Client, the Client shall reimburse Everything Location or its third party suppliers for the full cost of the audit.
- 12.5. The Client shall provide Everything Location (or any regulatory body or third party supplier as relevant) with full access to its premises, employees, computers, IT systems and records as required for the purpose of any such audit.
- 12.6. Prior to undertaking an audit under this clause 12 Everything Location shall be entitled (but not obligated) to submit to the Client questions regarding the Client's performance of its obligations under this Agreement. The Client shall respond to these questions within 14 days of receiving such request. The submission of questions under this clause 12.6 will not prejudice Everything Location's audit rights under this clause.

13. DISPUTE RESOLUTION

- 13.1. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a "Dispute") then the Parties shall follow the procedure set out in this clause 13, specifically:
- (a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, authorized representatives of Everything Location and the Client shall attempt in good faith to resolve the Dispute;
 - (b) if the authorized representatives of Everything Location and the Client are for any reason unable to resolve the Dispute within 10 Business Days of service of the Dispute Notice, the Dispute shall be escalated to senior officers of Everything Location and the Client who shall attempt in good faith to resolve the matter; and
 - (c) if the senior officers of Everything Location and the Client are for any reason unable to resolve the Dispute within 30 Business Days of it being referred to them, the parties will attempt to settle it by way of mediation. Should the parties fail to reach a settlement within 25 Business Days from the date of engaging in such mediation, the Parties shall be entitled initiate any legal proceedings it deems appropriate.
- 13.2. Notwithstanding clause 13.1 above, the Parties shall be entitled to seek injunctive or other equitable relief at any point should that Party deem it necessary to protect the legitimate business interests of that Party.

14. NON-SOLICITATION

- 14.1. Neither Party shall directly or indirectly (whether alone or in conjunction with or on behalf of any other person, business or organisation) solicit or entice away (or attempt to solicit or entice away) any person employed or engaged by the other Party or the other Party's Group Company in connection with this Agreement during the Term of this Agreement or for a further period of 12 months after the termination of this Agreement other than by means of an advertising campaign open to all comers and not specifically targeted at any of the other Party's or the other Party's Group Companies' staff.
- 14.2. If either Party breaches clause 14.1 it shall, on demand, pay to the other Party a sum equal to one year's basic salary or the annual fee that was payable by the other Party to that employee, worker or independent contractor plus the recruitment/sourcing costs incurred by the other Party in replacing such person. The Parties agree that this sum is proportionate to both Parties' interests in enforcing the provisions of this clause 14 and anticipated loss as a result of a breach of clause 14.1 and is not intended as a penalty.

15. EVENT OF FORCE MAJEURE

- 15.1. Neither Party shall be in breach of this Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from an Event of Force Majeure. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three consecutive months, the Party not affected may terminate this Agreement immediately by giving written notice to the affected Party.

16. NOTICES

- 16.1. Notices required to be given under this Agreement must be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:
- (a) to Everything Location at its registered office address and marked for the attention of the Company Secretary,
 - (b) to the Client at the address to which the Client asks Everything Location to send invoices or the Client's registered office address (in the case of a corporate body).
- 16.2. Any notice shall be deemed to have been duly received:
- (a) if delivered by hand or by courier, when left at the address referred to in this clause 16.1;
 - (b) if sent by first class post, two Business Days after the date of posting.
- 16.3. This clause does not apply to the service of any proceedings or other documents in any legal action.

17. MISCELLANEOUS

- 17.1. Save where expressly provided for elsewhere in this Agreement, if either Party wishes to change this Agreement, the Parties agree that each Party will:
- (a) notify the other detailing the proposed change and the reason for it;
 - (b) discuss the proposed change;
 - (c) notify each other whether the proposed change is feasible and the likely financial, contractual, technical and other effects of the proposed change;
 - (d) decide whether it agrees to this Agreement being amended to incorporate the change and notify the other Party.
- 17.2. Agreed changes to this Agreement will be recorded in writing and will form part of this Agreement when signed by authorised signatories of both Parties.
- 17.3. The Client may not assign or transfer (in whole or part) any of its rights or obligations under this Agreement, without Everything Location's prior written agreement (which must not be unreasonably withheld or delayed).
- 17.4. Everything Location will inform the Client if it assigns or transfers (in whole or part) any of its rights or obligations under this Agreement.
- 17.5. Save where expressly stated in the Additional Terms, a person who is not an actual party to this Agreement has no rights hereunder and this Agreement does not create or give rights to any third party beneficiary.
- 17.6. This Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter.
- 17.7. The Parties agree that:
- (a) neither Party has been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it; and
 - (b) in connection with this Agreement its only rights and remedies in relation to any representation, warranty or other assurance are for breach of contract and that all other rights and remedies are excluded, except in the case of fraud.
- 17.8. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 17.9. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.
- 17.10. No failure or delay by a Party to exercise any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other remedy.
- 17.11. Unless otherwise stated herein, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any other rights or remedies provided by law.

18. GOVERNING LAW AND JURISDICTION

- 18.1. By entering into this Agreement, the Parties warrant that they each have the right, authority and capacity to enter into and be bound by the terms and conditions of this Agreement and that they agree to be bound by these.
- 18.2. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of the State of California, USA and subject to clause 13 both Parties submit to the exclusive jurisdiction of the state and federal courts located in San Mateo County, California, save that Everything Location may elect to bring proceedings against the Client in the courts of any jurisdiction where the Client or any of the Client's property or assets may be found or located.

ADDITIONAL TERMS

This section only applies if the Client has selected any applicable service. If so, these conditions will apply, in addition to the General Terms. If so, these conditions will apply, in addition to the General Terms. Any definition not provided in these Additional Terms shall have the same meaning as set out elsewhere in the Agreement.

APPENDIX 1 - COPYRIGHT NOTICES

| Country / Ref: | Copyright Notice |
|---|---|
| Australia | "Copyright. Based on data provided under license from PSMA Australia Limited (www.pasma.com.au)." |
| Austria | "© Bundesamt für Eich- und Vermessungswesen" |
| Brazil | "Conteúdo fornecido por MapLink." |
| Canada | "This data includes information taken with permission from Canadian authorities, including © Her Majesty, © Queen's Printer for Ontario, © Canada Post, GeoBase Ö." |
| Croatia, Cyprus, Estonia, Latvia, Lithuania, Moldova, Poland, Slovenia and Ukraine. | "© EuroGeographics" |
| 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: lgeoE – Portugal" |
| Spain | "Información geográfica propiedad del CNIG" |
| Sweden | "Based upon electronic data © National Land Survey Sweden." |
| Switzerland | "Topografische Grundlage: © Bundesamt für Landestopographie." |

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

APPENDIX 2 – AUSTRALIAN DATA SERVICES

This appendix 2 applies to all validation, search and enhancement processes made by the Client against Australian addresses. The data that GBG|Loqate uses to provide Australian address checks is supplied by GBG|Loqate's Australian data partners. GBG|Loqate is obliged under the terms of its agreement with the Australian data partners to ensure that all Clients 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 excludes 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 GBG|Loqate 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 Client only uses the GBG|Loqate 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 Client’s records, (b) the records created by the Client this way must not include any information from the PostConnect Data (including but not limited to DPID) other than address information; and (c) the Client 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 GBG Loqate by AusPost and included in the Service provided to the Client.

“**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. GBG|Loqate 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 Client 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 Client’s Permitted Purpose. .

2.4. This clause 2 (and the Prohibited Purposes specified in clause 4) do not prevent the Client from disclosing PostConnect Data to the extent that it is required by law to disclose the PostConnect Data, provided that the Client 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 Client 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 Client 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 Client acknowledges that the PostConnect Data may include data sourced from third parties. The Client 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

4.1. Permitted Purpose

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 Client to:

- a) use the GBG|Loqate Service incorporating the PostConnect Data for evaluation purposes, for a maximum period of 3 months;
- b) use the GBG|Loqate Service and PostConnect Data to Validate addresses and append DPIDs in an Existing Address Database solely owned by the Client for the internal business purpose of the Client;
- c) use the GBG|Loqate Service incorporating the PostConnect Data to Validate addresses in an Existing Address Database solely owned by the Client for the purpose of joining and/or appending data or attributes from one database to the other for the internal business purpose of the Client;
- d) use the GBG|Loqate 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 Client. 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;
- e) use the GBG|Loqate Service incorporating the PostConnect Data for List Creation and disclose the records created pursuant to List Creation to any person, on the condition that:
 - (i) the Client does not use the GBG|Loqate Service incorporating the PostConnect Data to perform List Creation on behalf of another person, or as a part of data entry services that the Client offers to another person; and
 - (ii) the Client does not systematically use the GBG|Loqate Service incorporating the PostConnect Data to create a list or set of records that is substantially similar or competitive to the PostConnect Data; and
- f) disclose the Validated addresses (created through one of the Permitted Purposes and in accordance with the Client Agreement) to another person (including subsidiaries, agents and franchisees of the Client), 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 Client 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 Client:

- (a) sell, transfer, supply or otherwise deal with the GBG|Loqate Service incorporating the PostConnect Data;
- (b) use the PostConnect Data other than through the permitted functionalities of the GBG|Loqate Service;
- (c) use the GBG|Loqate Service incorporating the PostConnect Data to Validate addresses and or/append DPID's to an Existing Address Database which is not owned by the Client or where the purpose of it is not for mail lodgement for the internal business purpose of the Client in accordance with clause 4.1(d);
- (d) use the GBG|Loqate Service incorporating the PostConnect Data; to Validate addresses and/or append DPID's to an Existing Address Database, whether owned by the Client 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 Client from using the GBG|Loqate 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 Client strictly in accordance with the Client'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 GBG|Loqate Service incorporating the PostConnect Data.

5. PRIVACY

- 5.1. The parties acknowledge that while GBG|Loqate 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 Client 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 GBG|Loqate if the Client becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause whether by the Client, 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 Client 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 Client 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 Client must notify GBG|Loqate 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 Client must render all reasonable assistance to GBG|Loqate 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 Client alleging that the PostConnect Data infringes the Intellectual Property Rights of the third party, the Client must immediately allow GBG|Loqate (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 Client 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 Client 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 Client for any loss of profit, revenue or business, indirect, consequential, special or incidental Loss suffered or incurred by the Client 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 Client and GBG|Loqate entered into this Agreement.
- 7.3. The Client 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 Client or its Representatives;
 - (b) any unlawful act by the Client 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 Client 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 Client 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. GBG|Loqate may limit, suspend or terminate the Client's rights under this appendix 2, including the right for the Client to access the PostConnect Data at any time upon notice when, and for the duration of the period during which:
 - (a) the Client 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 GBG|Loqate, the Client 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 GBG|Loqate specifying the issues; or
 - (c) the licensed right granted by Australia Post to GBG|Loqate for the licensing of the PostConnect Data has been suspended or terminated.

- 8.2. The Client acknowledges that GBG|Loqate 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 Client must cease using the GBG|Loqate 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 GBG|Loqate, deliver a statutory declaration sworn by an authorised representative of the Client 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 GBG|Loqate and Australia Post under which GBG|Loqate 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, GBG|Loqate may do so, provided that it gives the Client reasonable prior notice of such variation (having regard to the period of notice received by GBG|Loqate). The Client undertakes to do all things (including executing and entering into such amendment or restatement deed) as reasonably required by GBG|Loqate to formalise and give effect to any and all variations made by GBG|Loqate under this clause 9.1.

10. CHANGES IN LEGISLATION

- 10.1. Notwithstanding any other provision of this Agreement, the Client acknowledges and agrees that Australia Post and / or GBG|Loqate must comply with any future legislation and / or Government policy which imposes binding restrictions or limitations on Australia Post's or GBG|Loqate'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 Client's agreements with any other parties, will be varied accordingly.

11. GENERAL

- 11.1. GBG|Loqate 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 GBG|Loqate 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 Client against Brazilian addresses. The data that GBG|Loqate uses to provide Brazilian address data is supplied by GBG|Loqate's Brazilian data partner. GBG|Loqate is obliged under the terms of its agreement with the Brazilian data partner to ensure that all Clients agree to comply with the following provisions:

1. WARRANTY

- 1.1. The Brazilian address data is provided to the Client "as is" and the Client agrees to use it at its own risk. GBG|Loqate 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. GBG|LOQATE 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 Client 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 GBG|Loqate's agreement with GBG|Loqate's Brazilian data partner, the supply of the Brazilian address data can be terminated by GBG|Loqate providing the Client with three (3) months' notice.

APPENDIX 4 – CANADIAN DATA SERVICES

This appendix 4 applies to all validation, search and enhancement processes made by the Client against Canadian addresses. The data that GBG|Loqate uses to provide Canadian address data ("**Canadian Address Data**") is supplied by GBG|Loqate's Canadian data service partner, Canada Post Corporation ("**Canada Post**"). GBG|Loqate is obliged under the terms of its agreement with Canada Post to ensure that all Clients agree to comply with the following provisions:

1. CLIENT OBLIGATIONS

- 1.1. Client must only use the Canadian Address Data as specified in this appendix 4. Specifically, the Client must not:

- (a) separate the Canadian Address Data from any other Data provided to the Client as part of GBG|Loqate 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. CONFIDENTIALITY

- 2.1 If the Client undertakes a test of the Canadian Address Data as part of an evaluation of GBG|Loqate Service the Client will ensure that the results of such test are treated as confidential and will not disclose those results to any third party. The Client 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 GBG|Loqate's agreement with Canada Post, the supply of the Canadian Address Data can be terminated by GBG|Loqate providing the Client with three (3) months' notice.

4. MINIMUM PROTECTIVE TERMS

- 4.1 Client acknowledges that this appendix 4 forms an integral part of the Agreement. Client has been licensed to use GBG|Loqate's Services, and where relevant Canadian Address Data. Client further acknowledges that the data components of the Canadian Address Data, or the data in the files required in order to use GBG|Loqate Services, were acquired by GBG|Loqate from Canadian Post Corporation and that GBG|Loqate is a licensee and Client is a sublicensee.
- 4.2 One such third party supplier is Canada Post who has granted GBG|Loqate certain rights with respect to certain Canadian Address Data under which GBG|Loqate may include the Canadian Address Data, in whole or in part, in GBG|Loqate Service and distribute the same to its sublicensees subject to the sublicensee's (in this case the Client's) prior agreement to the terms and conditions set out in this appendix 4.

5. COPYRIGHT

- 5.1 Client acknowledges that Canada Post is the owner of the copyright in the Canadian Address Data. Client acknowledges that it is only licensed to use the Canadian Address Data in conjunction with GBG|Loqate Service.
- 5.2 The Client has no other right to distribute any Canadian Address Data.
- 5.3 Client 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 Code^{OM} 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 Code^{OM} element 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 GBG|Loqate Service, Client 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 Client 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), Client has no right to use such a product or to offer any services in relation to such a product unless Client has a then current right to do so under a written agreement signed by both Client and Canada Post.
- 5.6 Client 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 GBG|Loqate 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 Client's, or any of its users' possession or use of the Canadian Address Data. Neither GBG|Loqate 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 Client 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 Client'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 Client against German addresses. The data that GBG|Loqate uses to provide German address data is supplied by GBG|Loqate's German data partner. GBG|Loqate is obliged under the terms of its agreement with the German data partner to ensure that all Clients agree to comply with the following provisions:

1. CLIENT OBLIGATIONS

- 1.1 Client 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. CONFIDENTIALITY

- 2.1 If the Client undertakes a test of the Service the Client will ensure that the results of such test are treated as confidential and will not disclose those results to any third party. The Client 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 GBG|Loqate's agreement with its German data partner, the supply of the German Data Services can be terminated by GBG|Loqate providing the Client with three (3) months' notice.

APPENDIX 6 – JAPANESE DATA SERVICE

This appendix 6 applies to all validation, search and enhancement processes made by the Client against Japanese addresses. The data that GBG|Loqate uses to provide Japanese address data is supplied by GBG|Loqate's Japanese data partner. GBG|Loqate is obliged under the terms of its agreement with the Japanese data partner to ensure that all Clients 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 GBG|Loqate's agreement with its Japanese data partner, the supply of the Japanese Data Services can be terminated by GBG|Loqate providing the Client with six (6) months' notice.

APPENDIX 7 – INDIAN SERVICE DATA

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

APPENDIX 8 – HERE DATA SERVICE

This appendix 8 applies to all validation, search and enhancement processes made by the Client 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 GBG|Loqate uses to provide Navteq Data is supplied by GBG|Loqate's data partner ("NAVTEQ"). GBG|Loqate is obliged under the terms of its agreement with NAVTEQ to ensure that all Clients 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 Client 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 States Postal Service, USPS, and ZIP+4.

2. TERMS OF USE

- 2.1 The Client agrees to use this Data together with the GBG|Loqate 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, Client 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 Client has been specifically licensed to do so by GBG|Loqate, and without limiting the preceding paragraph, Client 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. GBG|Loqate 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 GBG|LOQATE 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 GBG|LOQATE 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 FROM 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 GBG|LOQATE 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 Client 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 United 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:

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 Client against British addresses. If so, this appendix 9 will apply in addition to the General Terms. GBG|Loqate is authorised by Royal Mail to licence the use of PAF Data to its Clients in conjunction with GBG|Loqate’s own Service, Data and databases. As the Client 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. PERMITTED USE

1.1. The Client may freely use PAF Data in accordance with the terms contained within this appendix 9 and the Agreement.

2. CONDITIONS OF USE

- 2.1. The Client must not make copies of PAF Data except as permitted by the Agreement and this appendix 9 or as reasonably necessary for back-up, security, business continuity and system testing purposes.
- 2.2. The Client may use PAF 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.
- 2.3. The Client may provide Cleansed data to third parties provided that:
 - (a) where that supply is a Bureau Service, the Client and the Bureau Customers comply with the restrictions in paragraph 3 of this appendix 9; 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 Client'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.
- 2.4. Clients 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.
- 2.5. Except as set out in this Schedule the Client 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, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting; or
 - (c) copy, reproduce, extract, reutilise or publish Data.

3. TERMS SPECIFIC TO BUREAU SERVICES

- 3.1. Clients performing Bureau Services are subject to the terms and restrictions set out below and must ensure that the terms contained in this appendix 9 are observed by Bureau Customers.
- 3.2. Clients must not supply or provide access to a Cleansed Customer Database to any person other than the relevant Bureau Customer.
- 3.3. Clients 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 3 of this appendix 9.
- 3.4. The Client and a Bureau Customer 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.

3.5. The names of Bureau Customers must be provided to Royal Mail on its request.

4. SUBCONTRACTING

4.1. Clients may provide PAF Data to their subcontractors who may use it to the extent necessary for:

- (a) the provision of information technology services to the Client; or
- (b) acting on behalf of the Client

in each case for the Client'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 contained in the Agreement and this appendix 9 and that the Client is responsible for any breaches of those terms by such sub-contractor.

5. PERSONAL RIGHTS

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

6. ROYAL MAIL'S IPR NOTICE

6.1. The Client acknowledges that Royal Mail is the owner of the Intellectual Property Rights in PAF Data and the PAF brand 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 9.

7. CESSATION OF USE OF PAF DATA

7.1. Clients must cease use of PAF Data if their right to use PAF Data is terminated and also destroy any copies of PAF Data they hold.

8. PAF USE BY AUTHORISED USERS

8.1. Clients must ensure that:

- (a) the terms contained within the Agreement and this appendix 9 bind their Authorised Users;
- (b) only their Authorised Users exercise the use rights of PAF Data granted to Clients further to the Agreement and this appendix 9; and

8.2. in the event of termination or expiry of a Clients rights to use PAF 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 Client against United States addresses. The data that GBG|Loqate uses to provide the United States Postal Data is supplied by the United States Postal Service. GBG|Loqate is obliged under the terms of its agreement with the United States Postal Service to ensure that all Clients agree to comply with the following provisions:

1. GRANT OF LICENSE

1.1. The Client outside of the United States may access the United States Postal Data, provided that the Client 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 Client 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 GBG|Loqate Service.

2.2. The Client 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 Client 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 Client agrees that the United States Postal Service has the right to seek injunctive relief against GBG|Loqate and/or the Client should the value or confidentiality of the United States Postal Data be threatened, without requiring the United States Postal Service to prove any actual damage. Pursuance of injunctive relief against GBG|Loqate and/or the Client shall not limit other rights or remedies afforded to the United States Postal Service or GBG|Loqate 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 GBG|Loqate providing the Client with ninety (90) days' notice.

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

APPENDIX 11 – NEW ZEALAND SERVICE DATA

This appendix 11 applies to all validation, search and enhancement processes made by the Client against New Zealand addresses. The data that GBG|Loqate uses to provide New Zealand address data is supplied by New Zealand Post. GBG|Loqate is obliged under the terms of its agreement with New Zealand Post to ensure that all Clients agree to comply with the following provisions:

1. COPYRIGHT NOTICE

- 1.1. The Client 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, GBG|Loqate or the Client.

2. USE OF THE DATA

- 2.1. The Client (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 Client's internal purposes, and only as part of or in combination with the GBG|Loqate Services. The Client must ensure that its personnel, agents, and subcontractors comply with these terms.
- 2.2. The Client may make a reasonable number of backup copies of the New Zealand address Data received as part of the GBG|Loqate Services for security purposes. The Client may only use such backup copies for archive retention and retrieval purposes and only during the terms of this Agreement.
- 2.3. The Client must not make any statement or claim relating to the New Zealand address Data being approved, recommended or endorsed by GBG|Loqate or New Zealand Post or do anything similar or imply that such is the case, unless GBG|Loqate has expressly given its prior written consent to the form and content of such claim.
- 2.4. The Client 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 GBG|Loqate for the relevant element of the Data and GBG|Loqate shall in turn be entitled to terminate its agreement with the Client 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 GBG|Loqate with reasonable notice of such change. GBG|Loqate shall in turn notify the Client of any such changes.
- 3.3. In the event that New Zealand Post terminates its agreement with GBG|Loqate for the provision of New Zealand address Data in whole or part and in turn GBG|Loqate terminates its Agreement with the Client, the Client shall remove all affected New Zealand address Data from its systems within 90 days of receipt of GBG|Loqate'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. GBG|Loqate 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 Client's purpose or for use in any specific technical environment, or that GBG|Loqate or New Zealand Post will provide any training or documentation with the New Zealand address Data. To avoid doubt, the Client 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 Client indemnifies and keeps indemnified GBG|Loqate 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 Client in relation to the New Zealand address Data and the use of the New Zealand address Data by the Client or any individual given access to the New Zealand address Data by the Client. The maximum liability of the Client under this clause 5 of appendix 11 is \$250,000.
- 5.3. The Client acknowledges and accepts that New Zealand Post shall have the right to enforce the terms of this Agreement including this appendix 11 against the Client for the purposes of the Contracts (Privity) Act 1982 and is entitled to terminate the Client's right to use any of the New Zealand address Data if the Client breaches any relevant term.
- 5.4. The Client 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 Client 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 Client 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 GBG|Loqate 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 GBG providing the Client with ninety (90) days' notice.

APPENDIX 12 - EMAIL VALIDATION SERVICE

This Appendix 12 applies to all email validation processes made by the Client. The data that GBG|Loqate uses to provide the Email Validation Service is supplied by GBG|Loqate's Email Validation Service partner. GBG|Loqate is obliged under the terms of its agreement with the Email Validation Service partner to ensure that all Clients agree to comply with the following provisions:

1. USE OF EMAIL VALIDATION SERVICE

1.1. The Client 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 GBG|Loqate.

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 U.S. 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 Client of any of the terms & conditions herein.

3. WARRANTY AND LIABILITY

3.1. GBG|LOQATE 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. GBG|LOQATE 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 GBG|LOQATE AND THE EMAIL VALIDATION SERVICE PARTNER OR THEIR AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF GBG'S OBLIGATIONS HEREUNDER.

3.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GBG|LOQATE 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, GBG|LOQATE'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 Client 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 Client'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 Client or its officers, employees, agents or contractors.

3.4. The Client 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.