



APPENDIX E

Global Cleanse

Third party licensors and end user terms (“conditions”)

APPENDIX E - GLOBAL CLEANSE

THIRD PARTY LICENSORS END USER TERMS ("Conditions")

Data	messages, text, graphics, audio/visual material, databases relating to address verification and detecting/correcting inaccurate address information;
Data Protection Laws	the Privacy Act 1974 (USA), statutes, regulations, codes, guidance and common law as applicable to the parties (or any of them) relating to the collection, use, storage or disclosure of information about an identifiable individual;
We/us/our	the relevant third party provider or licensor (and not PCA);
You/your	the end user who has entered into a contract with PCA for the provision of certain data cleansing and address verification services.

1 Licence

- 1.1 You will have a limited, non-exclusive, non-transferable, non-sublicensable right to use the applicable services, Data and any of our proprietary software ("Software") and related documentation ("Documentation") only in conjunction with the receipt of the data cleansing services ("Services"), for your own internal business use.
- 1.2 You will not (and will not allow others) to: (a) copy, reverse engineer, decompile, or disassemble the Software; (b) market, sell, sublicense, rent, lease, assign or otherwise distribute the Data or Software (or any benefit received under the Services), in whole or in part; (c) modify, upgrade, improve, enhance or create derivative works of any portion of the Data, Software or Services for any purpose; (d) provide competitive information about us or the Software or Services to any third party; or (e) remove, obscure, or alter any identification, proprietary, copyright or other notices in the Data, Software or Services.
- 1.3 You may make one copy of the Software for backup purposes only and any such copies shall include our copyright and other proprietary notices.
- 1.4 Unless otherwise agreed in writing in connection with your account with PCA:
 - (a) neither concurrent use of the Services on two or more computers nor concurrent use by two or more users in a local area network or other network is permitted without separate authorization and the payment of license fees for this additional usage;
 - (b) where your right to use the Services is based on the number of users, you shall not permit more than the maximum number of users agreed in writing with PCA from simultaneously accessing the Services;
 - (c) where your right to use the Services is based on use of the Software at a specific location i.e. a Site Licence you shall install the Software only at the location agreed in writing with PCA.
- 1.5 Notwithstanding terms hereof, certain libraries that are dynamically linked to the Software may be covered by so-called "open source" software licenses ("Open Source Components"). The terms of such open source software licenses apply to the Open Source Components in lieu of the terms of these Conditions. To the extent the terms of the open source software licenses prohibit certain restrictions on such Open Source Components, if any, contained in these Conditions, such restrictions will not apply to such Open Source Components.
- 1.6 We shall deliver the Software, Documentation and any updates available for general release at time of your order within a reasonable time after receipt of your order from PCA. You shall assume risk of loss to the Software and Documentation once we have dispatched these. The Software and Services shall be deemed accepted by you thirty (30) days after receipt of the Software unless you provide us with notice that the Software or Services are defective. Upon receiving such a notice we shall act reasonably in correcting any actual defect.

2 Use & Conduct

- 2.1 You agree that you will not (or allow others to) use the Services: (a) other than as expressly permitted by written agreement; (b) for any purpose that in our discretion is improper, immoral or undesirable

3 Responsibilities and acknowledgements

- 3.1 You should not rely exclusively on the results generated by the Services.
- 3.2 You acknowledge that we retain sole and exclusive ownership of all right, title and interest in and to the Data and Services and our confidential information, including all intellectual property rights thereto and these Conditions do not convey to you an interest in the materials to provide the Software or Services. You agree to notify us of any actual or threatened misappropriation or infringement of our intellectual property rights.
- 3.3 BCC Mail Manager(TM), BCC Mail Manager LE(TM), BCC Mail Manager FS(TM), Taglt Pro(TM), ZIPFOURce(TM), Datavolve(TM), cQuencer(TM) and Data Services Manager(TM) are our trademarks. No right, license, or interest to such

trademark is granted hereunder, and Licensee agree that Licensee shall assert no such right, license, or interest with respect to such trademark.

- 3.4 The United States Postal Service's ("USPS") is the owner of numerous trademarks, including but not limited to: United States Postal Service(R), Postal Service(TM), Post Office(TM), United States Post Office(R), the Eagle logo, ZIP + 4(R), CASS(TM), CASS Certified(TM), DPV(TM), eLOT(TM), RDI(TM), LACSLink(TM), NCOALink(TM), SuiteLink(TM).
- 3.5 Each party shall comply with its obligations under applicable Data Protection Laws in respect of any Personal Data (as defined by Data Protection Laws) processed. You warrant, represent and undertake to us that you have all necessary rights, licenses and consents to provide us with Personal Data for these purposes, and in particular that the Data which includes USPS NCOALink database will only be used to provide a mailing list correction service for lists that will be used for the preparation of mailings. If requested you will execute and submit to us an NCOA Processing Acknowledgement Form.
- 3.6 You will comply with all applicable federal, state, and local laws and regulations (including the Direct Marketing Association Guidelines and industry self-regulatory guidelines).
- 3.7 Each party agrees to maintain the confidentiality of the other party's confidential information. You further agree to:
 - (a) provide proper and secure storage of the Software and Services;
 - (b) use the same level of security to protect the Services as you use to protect your own confidential information.

4 Liability

- 4.1 WE DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, FUNCTIONALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES. WE ARE PROVIDING THE SERVICES ON AN "AS IS", "AS AVAILABLE" BASIS AND MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES. WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 4.2 NEITHER WE, OR OUR PARENT, AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, MANAGERS, SUPPLIERS, DATA PROVIDERS, SUCCESSORS OR ASSIGNS SHALL BE LIABLE TO YOU FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THESE CONDITIONS OR OTHERWISE WITH RESPECT TO THE SOFTWARE OR SERVICES OR USE OF THE SOFTWARE OR SERVICES, INCLUDING ANY LOST REVENUE OR PROFITS, BUSINESS INTERRUPTION, POSTAL PENALTIES OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, INCLUDING CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN OR IS HEREAFTER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND YOU HEREBY WAIVE ALL CLAIMS FOR SUCH DAMAGES. IN NO EVENT WILL OUR LIABILITY TO YOU EXCEED THE AMOUNT PAID BY YOU TO US FOR THE SOFTWARE OR SERVICES GIVING RISE TO A CLAIM IN THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.
- 4.3 .YOU ACKNOWLEDGE THAT THESE CONDITIONS ARE GOVERNED BY THE LAWS AND DECISIONS OF THE COURTS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA.