

Postcode PA License Agreement

This agreement sets out the terms and conditions (the "Agreement") which govern your use of the Product as defined below. Please read this Agreement carefully before subscribing to or making use of the Product. You may wish to retain this Agreement for your future reference.

The Product is licensed, not sold to you. The Product is and remains the property of the Company or other third parties and is protected by copyright laws and international copyright treaties.

Prior to purchasing the Product and becoming bound by the full terms of this Agreement, you should download and test the Demonstration Version of the Product to ensure that it conforms to your requirements. By downloading or in any way installing, copying or otherwise using the Demonstration Version of the Product, you agree to be bound by the terms of this Agreement in full save that no license fees are due for the Demonstration Version.

By purchasing or in any way installing, copying or otherwise using the Product or any part thereof, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or otherwise and in any way use the Product or any part thereof but return it to the Company within seven (7) days for a refund, subject to the termination terms set out below.

1. Definitions

In this Agreement the following words and expressions shall have the following meanings:

"Annual License Renewal" means the anniversary of the Effective Date of this Agreement;

"Annual License Renewal Fee" means the annual license renewal fee payable by you pursuant to clause 3 as published by the Company in respect of the Product from time to time;

"Authorised User" shall mean any individual who is employed or engaged under contract as part of your staff, whether on a temporary, permanent, or visiting basis and whom you wish to authorise to have access to the Product or any part thereof;

"Company" means Productive IT (UK) Limited;

"Computer" means any computer, terminal or workstation owned or used by you;

"Demonstration Version" means a limited version of the Product, usually supplied with a limited set of data and / or time limited and / or with other limitations;

"Effective Date" means the date of commencement of this License (this is usually the same as the date printed on the initial invoice);

"Initial License Period" means the period of twelve months from the Effective Date;

"Insolvency" means in respect of a Licensee, the presentation of a petition for winding-up, bankruptcy, or administration or the convening of a meeting for the purpose of considering the same, the convening by the Licensee of a meeting of its creditors, or the appointment of a trustee, receiver, administrative receiver or similar officer in respect of all or any part of the business and assets of the Licensee;

"Intellectual Property" means the text, graphics, images and other material, and the organisation thereof and trademarks, software, copyrights, patents, trade secrets, processes and methods, know-how and other intellectual property rights embodied in or incorporated in the Product, and any tangible copies and expressions thereof;

"License" means the license granted to you pursuant to this Agreement;

"Licensed Computers" means the number of Computers on which the Product may be installed pursuant to this Agreement;

"License Period" means the Initial License Period and thereafter whilst this Agreement is continuing;

"Network" means any electronic communication between two or more computer terminals linked together through computer software and/or telecommunication satellite cable or broadcasting services or through any other medium now known or hereinafter invented;

"Person" means any person, firm, company, institution, organisation or other legal entity throughout the world;

"Product" means all and any versions of the product(s) Licensed by the Company pursuant to this Agreement and shall include all computer software, the data supplied with it, any associated media, electronic documentation and printed;

"Product Update" means an updated version of the Product or any part of it;

"Program License Fee" means the fee payable by you pursuant to clause 3 as published by the Company in respect of the Product from time to time;

"you" or "your" means the licensee under this Agreement as stated on the invoice, or otherwise referenced on the invoice where the Product is sold through an approved value added reseller;

2. Grant of License:

2.1 The Company hereby grants to you the non-exclusive right for the License Period to install one copy of the Product on the Licensed Computers only on the terms and subject to the conditions set out in this Agreement and the Post Office End User License Agreement which is attached to this Agreement. The Product may not be accessed and used or shared between or in any way accessed and used from, either on or off Network, any Computers, other than the Licensed Computers irrespective of whether such access or use is concurrent.

2.2 If you intend to install, use or access the Product on or from more than the number of Licensed Computers or to share the Product between or in any way access it from, either on or off Network, more than the Licensed Computers then separate License Agreement(s) relating to the number of such other Computers intended to carry the Product or any part thereof must first be entered into with the Company.

2.3 The Company shall be entitled to sell or grant Licenses of the Product or any part thereof to any Person and nothing herein contained shall prevent the Company from compiling, contributing to, publishing, marketing or licensing any other product in any way similar to the Product.

2.4 You shall have the right to load and store the Product on the Licensed Computers only and subject to the provisions of this Agreement to give access from the Licensed Computers to the Product only to Authorised Users.

3. License Fees and Renewals:

3.1 In consideration of the License granted to you under this Agreement you shall pay to the Company the Program License Fee and on each Annual License Renewal the Annual License Renewal Fee(s) in each case at the Company's prevailing price for such fees in respect of the Product from time to time.

3.2 Orders for the Product shall be made with payment in full accompanying the order. The Annual License Renewal Fee will become due thirty (30) days before the Annual License Renewal. Where your initial method of payment is by direct debit or credit card or debit card, you acknowledge and authorise the Company to charge the Annual License Renewal Fee at any time from thirty (30) days prior to the Annual License Renewal date, following which the Company will supply an invoice to you and acknowledge your renewal by sending an email to the last registered email address.

3.3 All fees payable pursuant to this Agreement are stated by the Company exclusive of Value Added Tax which, if payable, shall be added to the Program License Fee, Annual License Renewal Fee, support fees or other fees and shall be paid by you. The Company will supply an appropriate VAT invoice.

3.4 It is an express condition of this Agreement that the Agreement will remain in full force and all fees will become due pursuant to this Agreement unless terminated in accordance with this Agreement as set out in clause 7.

3.5 If you default in making payment of any sum payable by you pursuant to this Agreement then the Company shall be entitled (without prejudice to any other right or remedy it may have) to charge you interest on the outstanding sums at the rate of 2% per annum above Barclays Bank Plc's base rate in force from time to time from the date the payment became due until actual payment is made (irrespective of whether the date of payment is before or after any judgement or award is made).

3.6 If you default in making payment of any sum payable by you pursuant to this Agreement then the Company shall also be entitled to deny you access to the Product until outstanding fees have been paid in full, and shall not be responsible for any loss or damage you may suffer in consequence. It is expressly agreed that you will continue to remain bound by all the obligations of this Agreement during the period that access to The Product is so denied, including notice periods, annual License Renewals and further fees payable.

3.7 The Company may increase any fees payable pursuant to this Agreement at any time after having provided you with 30 days notice thereof prior to any such increase.

4. Your Obligations

You shall not:

- I. transfer the Product from the Licensed Computer it was originally installed on or load it on to any other Computer without having made a prior written request of the Company for permission to do so which permission may be refused in the Company's absolute discretion;
- II. reverse engineer, decompile or disassemble the Product in any way;
- III. separate the component parts of the Product for use on any Computer that is not a Licensed Computer;
- IV. retain or make any copies of the Product other than the Product as provided to you by the Company pursuant to the terms of this Agreement and for a copy to be used for back-up purposes only;
- V. extract Postcode Address File (PAF) Data or other Data from the Product other than as part of the bona fide address management task you undertake or, unless the prior consent of the Company has been obtained in writing, display the Product on the internet or elsewhere or make it available to anyone other than an Authorised User;
- VI. without prejudice to the generality of the foregoing, do anything with the Product which is in breach of or otherwise inconsistent with the moral rights of the Company;

5. Product Updates and Support

5.1 Product Updates will be made available approximately every 4-6 months for the duration of this Agreement and each Product Update is provided to you for no additional fee. Each Product Update will contain new data from Royal Mail and may contain new functions that have been introduced into

the Product. The Company hereby guarantees that each Product Update will contain new data from Royal Mail but is under no obligation to include new functions in any Product Update for any or all of the Product variations.

5.2 A Product Update will not be provided to you if you have given the required notice to terminate the Agreement and there is less than 45 days remaining to the date of termination of your Agreement.

5.3 The Product Update schedule is independent of your Agreement and its Annual License Renewal and the next Product Update may be released at any time irrespective of the date of your Agreement or its Annual License Renewal.

5.4 Any Product support requested by you within 30 days of the Effective Date of this Agreement will be provided free of charge during normal working hours of 9am-5pm Monday - Friday (excluding holidays) by either email, online publications and documentation or telephone. Free of charge Product support includes:

- I. assistance with downloading, decompressing, installing, registering and learning how to use the Product.
- II. assistance understanding how the Product works and explanations of the various sample files provided.
- III. Remotely accessing your Computers to aid in items I & II.

5.5 Any further or subsequent support for the Product beyond the free period or any support not included in clause 5.4, including but not limited to integration of the Product with your existing database, is chargeable at a fee agreed by you and the Company from time to time.

5.6 Any supplemental software provided by the Company to you as part of or in the course of dispatching and providing Product support or in providing Product Updates or Annual License Renewals shall be provided to you at one address only and shall be considered part of the Product and the installation or use thereof will be subject to the terms and conditions of this Agreement.

6. Access to the Product

You agree that you will not at any time disclose, transfer or permit any other person to use your installation code. You are responsible for taking all reasonable steps to ensure that no unauthorised person shall have access to your installation code.

7. Duration of Agreement and Termination

7.1 This Agreement shall commence on the Effective Date and shall remain in effect for the Initial License Period and thereafter unless terminated in accordance with this Agreement. In the event this Agreement is not renewed this Agreement shall terminate at the end of the Initial License Period or the relevant anniversary of it.

7.2 At the end of the Initial License Period and at the Annual License Renewal this Agreement shall automatically renew for 12 months unless you shall previously have given written notice of termination. The Company must have received a written termination notice at least one month but not more than three months prior to the expiration of the Initial License Period or each subsequent Annual License Renewal of your intention not to renew the Agreement. The Company shall not be responsible to provide evidence of receipt of the written termination notice and therefore recommends the notice be sent by Recorded Delivery or other similar traceable delivery method. The Company will not accept written notice to terminate sent by email as a suitable method to terminate this Agreement.

7.3 The Company shall have the right to immediately terminate this Agreement in the event of any conduct by you which the Company, in its sole discretion, considers to be unacceptable, or pursuant to clause 8 below or in the event of your breach of this Agreement or your Insolvency.

7.4 In the event this Agreement shall terminate for any reason whatsoever you shall return the Product to the Company and you shall also delete or cause to be deleted the Product from any and all computer-readable versions and shall provide the Company with a certificate attesting to such deletion.

7.5 In the event this Agreement shall terminate, a refund may be offered, at the sole discretion of the Company and only in extreme circumstances where the Company has entirely failed to meet its obligations under this Agreement and where the Product download details and installation code has not been supplied to you, or Product Update download details and installation code has not been supplied to you. Refunds will not be given under any other circumstances.

8. Discontinuation of Product

8.1 The Company shall have the right at any time, without notice, to change, suspend, discontinue, withhold or refuse access to any aspect or feature of the Product, including, but not limited to, content, hours of availability and equipment and software needed for access or use. The Company may also impose limits on certain features and Products or restrict your access to parts or the entire Product without notice or liability on its part.

8.2 The Company reserves the right at any time to withdraw the Product or any part thereof or terminate this Agreement if the Company ceases, for whatever reason, or no longer retains the right to License the Product or any part thereof, or if, in the Company's sole discretion and on reasonable grounds believes that the Product or any part thereof contains any material which infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. The Company will in event of such withdrawal give written notice to you and you shall, on receipt of such notice, immediately comply with any of the Company's reasonable instructions with respect to such withdrawn Product.

8.3 Should the Company permanently or for a continuous period of thirty (30) days or more withdraw the Product or terminate this Agreement pursuant to clauses 8.1 or 8.2, a refund of any of the fees paid pursuant to this Agreement will be refunded pro rata to you.

8.4 The Company may at its sole discretion at any time and without warning withdraw from you or withhold the Product to you or terminate this Agreement if your activities are considered by the Company in its absolute discretion to be inappropriate or unlawful.

9. Marketing

The Company may wish to identify you in its marketing materials as a subscriber or licensee of the Product. Your use of the Product indicates our permission for the Company to use your personal data in this manner unless you notify the Company otherwise, in writing, within one month of the Effective Date.

10. Variation of Terms of Agreement and Information

The Company shall have the right at any time to change or modify the terms of this Agreement and the terms and conditions applicable to your use of the Product, or any part thereof, or to impose new conditions, including, but not limited to, changing fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon the Company giving notice thereof (save where otherwise specifically provided in this Agreement), which may be given by means including, but not limited to, posting on the Company website, or by electronic or conventional mail, or by any other means by which you obtain notice thereof. Your continued use of the Product after such notice shall be deemed to constitute acceptance of such changes, modifications or additions.

11. Privacy Policy and Public Communications

You acknowledge and agree that any communications made to or by means of any portion of the website are public. You acknowledge that:

- I. you have no expectation of privacy in any communication; and
- II. no confidential, fiduciary, contractually implied or other relationship is created between you and the Company by reason of your transmitting a communication to any area of the website or through the Product.

12. Intellectual Property and Ownership

12.1 The Product is the property of the Company or the subject of a license to the Company and is protected by copyright and other intellectual property laws. It is expressly understood and agreed that all of the Intellectual Property is and will continue to be the exclusive property of the Company and/or its suppliers and/or its associated companies or entities. By using the Product and accessing the Intellectual Property, you agree that you will not take any action inconsistent with the Company's or its suppliers' or associated companies or entities' ownership rights and that you will abide by the copyright law and all other applicable international laws in general and the laws of England in specific with respect to such Intellectual Property.

12.2 You shall take all necessary measures to safeguard the Intellectual Property and proprietary rights of the Company and its suppliers and associated companies and entities in the Product and without prejudice to the generality of the foregoing shall ensure that:

- I. each and every part of the Product used by you or any Authorised User in accordance with the License shall be clearly identified as being an extract of the Product;
- II. you will restrict access to the Product data CDs and keep confidential download information and permit access only where strictly necessary for the purpose of installation and/or registration of the Product;
- III. you use your best efforts to ensure that Authorised Users abide by the terms and conditions of this Agreement and in particular but without limitation do not reproduce, redistribute, retransmit, publish or republish or otherwise commercially or in any other way exploit the Product save only as permitted under the terms of this Agreement;
- IV. you monitor compliance by each Authorised User with the terms of this Agreement and immediately on becoming aware of any unauthorised use by an Authorised User of the Product or any part thereof or other breach of this Agreement take all reasonable steps both to ensure that such Authorised User ceases such activity and to prevent any recurrence of it including where necessary by terminating that Authorised User's access to the Product or any part thereof;
- V. you use your best efforts to ensure that only Authorised Users are permitted access to and use of the Product;
- VI. you maintain all copyright notices relating to the Product on all copies of or on any part of the Product held under your control; and
- VII. comply with all applicable law as it relates to the use of or access to the Product.

12.3 Unless expressly agreed by the Company in writing you shall not:

- I. alter, modify, delete, conceal, obscure, remove or otherwise tamper with the trade marks, trade names, numbers, copyright or other proprietary legends or designations of origin or other means of identification notices or disclaimers used on or in relation to the Product from time to time;
- II. do, or authorise any Authorised User or other Person to do any act which would or might invalidate or be inconsistent with any Intellectual Property of the Company in the Product and shall not omit or authorise any third party to omit or do any act which by its omission would have that effect or character.

13. Use of Content, Copyright and License to Download Material

The Company owns the copyright or has had licensed to it all Intellectual Property, and unauthorised copying of any Intellectual Property is prohibited. Subject to this Agreement, the Company grants to you, whilst your subscription to the Product subsists, a limited License to download the Product, data files, example database integration files, installation software and instruction manuals for the sole purpose of enabling you to make use of the Product in accordance with this Agreement. No other licensing rights are granted.

14. Warranties

14.1 The Company warrants that it has the right to license the rights granted to you under this Agreement and that the Product will perform substantially in accordance with the description of the Product provided to you for a period of 90 days from the date of receipt of the Product by you. No other warranties are given by the Company.

14.2 The Company's (and its agents, employees, suppliers' and/or any other third party associated with or in the employ of the Company) total liability under this Agreement, if any, will be limited to the equivalent of one twelfth (one month's subscription) of the Program License Fee or one twelfth (one month's subscription) of the Annual License Renewal Fee, as appropriate.

14.3 The warranties set out in this clause 14 are in lieu of all warranties, conditions, terms, undertakings, and obligations implied by statute, common law, custom, trade usage, course of dealing, or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

15. Customer Acknowledgements

YOU EXPRESSLY AGREE THAT:

- I. use of the Product is at your sole risk. The Company does not warrant that Product will meet your requirements or be error free;
- II. although the Company has attempted to provide accurate information on the Product to you, the Company does not assume any responsibility for, or make any representation with respect to the accuracy or completeness of such information;
- III. the Product is provided "AS IS," and the Company expressly disclaims any implied or expressed warranties or conditions of any kind (except for the warranty provided in clause 14 above), including warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property relating to such Product;
- IV. you specifically acknowledge that the Company is and will not be liable for any defamatory, offensive or illegal conduct by you or other third party as it relates to the Product;
- V. the Company and its associated companies and entities, suppliers and agents shall not be liable for any infection by any virus or damage to any computer that results from the use of, access to the Product or downloads of any Intellectual Property therein;
- VI. the Company shall not be liable or responsible for any loss or damage caused in whole or in part by the occurrence of any contingency beyond the control of the Company, including but not limited to fires, civil unrest, riots, rebellions, accidents, explosions, interruptions or imperfections in telephone cables or computer systems, network or internet disruptions, electrical disturbances, power failures, satellite malfunctions or interruptions, floods, storms or any similar act or act of God;
- VII. in no event shall the Company, its associated companies and entities, suppliers or agents be liable for any damages whatsoever, including (without limitation, special, indirect, consequential or accidental damages, including, without limitation, damages resulting from the use or reliance on the information presented, loss of profits or revenues or cost of replacement of goods save as provided in clause 14 above);
- VIII. compliance with data protection laws applying in any jurisdiction where the Product is used by you or otherwise applying to you shall be your sole responsibility and you hereby warrant to the Company that you have and will comply with all such data protection laws in connection with your use of the Product;

- IX. you will provide the Company with all information reasonably requested by it within 7 days of a request by the Company requesting such information and on request provide facilities to the Company during business hours to inspect at your premises any records, documents and Computers in each case for the purpose only of ensuring your compliance with the terms of this Agreement;
- X. the Post Office End User License Agreement shall form part of this Agreement and
- XI. the License shall be governed by this Agreement which shall apply irrespective of whether you have provided in any order or otherwise for any other terms and conditions to apply to this License, such other terms and conditions being of no effect;
- XII. the Company may complete the PAF End User Registration Form on your behalf, as set out in the Post Office End User License Agreement clause 2.2.

16. Severability

If a court of law finds any provision of this Agreement unenforceable, the parties agree to replace the offending provision with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision, and the remaining provisions of this Agreement will remain in full force and effect.

17. Indemnification

You agree to defend, indemnify and hold harmless the Company, its associated companies and entities, its suppliers and their respective officers, and agents and/or any other third party associated with or in the employ of the Company or such other Person from and against all claims and expenses, including legal fees, arising out of your use of the Product or any use made of your account with the Company.

18. Transfer

You may only transfer, assign sub-License or otherwise deal with the License granted under this Agreement if you have obtained the Company's express written consent, which may be refused at the absolute discretion of the Company. The Company may transfer or assign this agreement at its absolute discretion.

19. Confidentiality

You shall during the term of this Agreement and thereafter keep and procure that your employees, contractors and agents keep secret and confidential all business, technical and commercial information concerning the Company and the Products that you have received or obtained as a result of the entering into of this Agreement save for information which is trivial or obvious or which enters into the public domain other than as a result of a breach of this clause.

20. Legal Jurisdiction

20.1 This Agreement supersedes all previous arrangements and representations on behalf of the licensee and the Company. This Agreement may not be changed, terminated or amended except in writing. Either party's failure or delay in exercising any of its rights under this Agreement will not constitute a waiver of such rights unless expressly waived in writing.

20.2 This Agreement shall be construed under and governed by the laws of England and subject to the exclusive jurisdiction of the English Courts.

POST OFFICE END USER LICENSE

1. DEFINITIONS

"PAF" is a registered trademark of the Royal Mail (part of the Post Office) and stands for Postcode Address File. It is a database containing all known addresses and Postcodes in the United Kingdom.

"Postzon" is comprised of a version of PAF containing one record for each Postcode in the UK. The information supplied with each Postcode includes an Ordnance Survey Grid Reference and a variety of other coded identifiers which describe Country, County, District, Local Authority Electoral Ward and National Health Service District Health Authority.

The Postcode alone is not sufficient to identify each delivery point in the UK. A "Delivery Point Suffix" (DPS) has been developed: a two-character code (one alpha, one numeric) which enables each delivery point to be uniquely identified. To enable customers to apply a barcode correctly to mail, both the Postcode and Delivery Point Suffix are required along with a Checksum Digit. The Checksum Digit can either be accessed via a small programme which will generate it automatically, or from the file which contains the Delivery Point Suffix information. This file is referred to as the "Postcode Information File" (PIF).

In this agreement, "PAF" includes the Postcode Address File, updates to the Postcode Address File and extracts from the Postcode Address File, "Postzon", updates to "Postzon" and extracts from "Postzon", "PIF", updates to "PIF" and extracts from "PIF", as supplied or contained in any product supplied by the VAR or the VAR's Agent.

"VAR" shall mean Productive IT (UK) Ltd - a person licensed by the Post Office to obtain copies and updates of PAF from the Post Office both for its own use and to enhance its own products and services for sale to End Users which make use of PAF and to licence VAR's Agents for the same purposes.

"VAR's Agent" shall mean persons who obtain copies and updates of PAF from Productive IT (UK) Ltd both for their own use and to enhance their own products and services to supply to End Users.

"End User" shall mean the person entering into the Agreement of which this licence forms part with a VAR or VAR's Agent.

"User" shall mean an individual, work station or terminal within an End User's organisation which has access to any part of the PAF data either directly or indirectly through a VAR or VAR's Agent's software routines.

"Number of Users" shall mean the number of Users per normal working day.

2. LICENSE

2.1 This License grants the End User the non-exclusive right to use extracts and derivatives from PAF, and updates to PAF provided to the End User by the VAR or the VAR's Agent (as the case may be).

2.2 The End User shall complete the PAF End User Registration Form attached to this License and return it to the VAR or VAR's Agent within seven days of entering into this Agreement.

3. LIMIT ON END USER'S USE OF POSTCODE ADDRESS INFORMATION

3.1 The End User shall not at any time reproduce, publish, sell, let, lend or otherwise part with possession of PAF or relay or disseminate PAF but the End User may make one back up copy of each version of PAF for security purposes. The End User shall ensure that its employees, agents and sub-contractors comply with the terms of this clause PROVIDED THAT nothing in this clause shall prevent the End User from using PAF to modify existing mailing list databases.

3.2 The End User shall upon reasonable notice grant the Post Office and its agents, reasonable accompanied access, upon prior notice, during working hours, to their premises, accounts and records relevant to this License for the purpose of verifying and monitoring the End User's compliance with its obligations under this License.

3.3 The End User shall ensure that any changes to the Number of Users accessing the Product are notified to the VAR/VAR's Agent and that the Number of Users does not exceed that permitted by the number and type of licences purchased by the End User.

3.4 The End User shall have a reasonable mechanism or process in place to ensure that the number of persons using the data does not exceed the number of Licenses purchased.

3.5 The End User shall comply with all requirements of the Data Protection Act 1984 ("the Act") relevant to its possession or use of PAF, and shall ensure that its use of PAF is not inconsistent with the registration of the Post Office under the Act.

4. FEES

4.1 The End User shall pay to the VAR's Agent or the VAR (as the case may be) annual License fees in accordance with the time scales set out therein.

4.2 The PAF End User License Fees may be increased or decreased or the payments structure modified or amended, by the Post Office giving notice to VARs (which VARs must communicate to VAR's Agents and End Users) provided that:

4.2.1 the Post Office shall give six month's notice of any straightforward increase or decrease and any such increase in prices shall not take place more than once in any year and the amount of any increase shall be limited to increases in the Retail Prices Index since the last occasion upon which the End User License Fees were increased;

4.2.2 any modification or amendment of the pricing structure which is more than a straightforward increase or decrease in prices shall take place on no less than one year's notice;

4.2.3 End User License Fees current at the time of the Post Office Notice shall only be affected by the changes upon the next anniversary of the Agreement of which this License forms part, following the expiry of the Post Office Notice.

5. LIABILITY OF THE POST OFFICE

5.1 The End User acknowledges that the Post Office does not in any way warrant the accuracy or completeness of PAF and the Post Office shall not be liable for any loss or damage (whether direct or indirect or consequential) howsoever arising, out of or in connection with this License (or the Agreement of which it forms part) or its termination.

5.2 The End User acknowledges that the Post Office is not liable in any way in respect of the services provided by the VAR or VAR's Agent (as the case may be) to the End User.

5.3 Even if the services provided to the End User by the VAR or the VAR's Agent are designated as Post Office approved, the End User acknowledges that the Post Office gives no warranty that such services have been tested for use by any party or that such services will be suitable for or be capable of being used by any party.

5.4 The End User acknowledges that the Post Office shall not be obliged in any circumstances to provide PAF or any related services direct to the End User.

6. PROPERTY RIGHTS IN PAF

6.1 PAF and the copyright in PAF are and shall remain the property of the Post Office. This License shall not operate as an assignment of any copyright or any other intellectual property right that may subsist in PAF.

6.2 The End User shall not remove or tamper with any copyright notice attached to PAF.

6.3 The provisions of this Clause shall continue to operate after the termination of this License.

7. ASSIGNMENT

7.1 The End User shall not assign or sub-contract this License or any part of it.

8. TERMINATION

8.1 If any Agreement between the Post Office and the VAR, or between the VAR or VAR's Agent and the End User (of which this License forms part), for the provision of PAF or services or products containing PAF is terminated, this License will automatically be terminated.

8.2 On termination of this License the End User shall either return to the VAR or VAR's Agent (as the case may be) all copies of PAF supplied to it under this License or the End User shall confirm in writing to the VAR's Agent that all PAF data, to the extent that it is capable of being deleted or destroyed, has been so deleted or destroyed.

8.3 This license shall be terminated if the End User brings the Post Office into disrepute.

9. LAW

9.1 This License shall be deemed to have been granted in England and shall be subject to English law. The parties agree to submit to the jurisdiction of the English courts.