

## **LICENCE AGREEMENT TERMS & CONDITIONS**

**Hopewiser Limited** whose registered address is 2 Merlin Court, Atlantic Street, Altrincham, Cheshire WA14 5NL, Company No. 01621544, ("Hopewiser") hereby agrees to grant the Licensee [Company name as per the details of the signed order form] ("the Customer") a non-exclusive Licence for one year from the Date of Purchase specified in the Schedule to use the Hopewiser Products ("the Products") detailed in The Schedule or the signed Order Form upon the Terms and Conditions set forth in this Licence Agreement.

In this agreement the following words and expressions shall be deemed to have the following meanings:

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|------------------------|---|
| "Initial Licence Fee"  | means the first licence fee in respect of the Product(s) specified in the The Schedule payment of which will fix the Annual Renewal Date.   |
| "Annual Renewal Date"  | means the anniversary of payment of the Initial Fee and subsequent Annual Licence Fee payments when the licence for the Product(s) will be renewed.   |
| "Annual Licence Fee"   | means the annual licence fees in respect of the Licensed Product(s) specified in the The Schedule as varied from time to time in accordance with provisions of such Schedule.   |
| "PAF"                  | means the Royal Mail's Postcode Address File as defined by the Royal Mail Group Ltd - Address Management Unit as PAF® Data.   |
| "PAF End User Licence" | means the licence granted by the Royal Mail Group Ltd - Address Management Unit to use PAF in accordance with the terms of the PAF Data Solutions Provider Licence Schedule 1 End User Terms, as published on the Hopewiser website <a href="https://www.hopewiser.com/developer-document/end-user-terms/">https://www.hopewiser.com/developer-document/end-user-terms/</a> |

### 1. **EXTENSION OF LICENCE**

- i. This Agreement will commence from the initial Date of Purchase and will continue until terminated in accordance with the provisions of Clause 10.
- ii. This Licence will continue for one year following the payment of the Initial Licence Fee specified in The Schedule provided that if there is a substantial breach of contract (including failure to pay on the due date) or the Customer goes into liquidation or has a receiver appointed over any of its assets Hopewiser may by written notice to the Customer terminate this Licence.
- iii. The Annual Licence will automatically renew on the anniversary of payment of the Initial Licence Fee for a further one year, and will continue to automatically renew on this anniversary each subsequent year unless the Customer terminates this Agreement in accordance with the provisions of Clause 10. This anniversary will be known as the "Annual Renewal Date". The Annual Licence Fee will be due on or before this anniversary.

### 2. **UPDATES**

Hopewiser undertakes to provide on suitable magnetic media or by download enhancements, updates and new versions of the Product(s) that Hopewiser makes available generally providing receipt by Hopewiser of the Annual Licence Fee specified in The Schedule.

### 3. **RESTRICTIONS ON USE**

The Customer may use a copy of the Product(s) on no more than one computer at any one time. The Customer may not copy the Product(s) (other than for the purpose of providing one back up copy), transfer the Product(s) electronically from one computer to another, alter modify or adapt the Product(s), sell distribute sub-licence or lease the Product(s) without the written consent of Hopewiser.

### 4. **WARRANTY**

Hopewiser warrants that the magnetic media which contains the Product(s) is free of defects in materials and workmanship under normal use for ninety days after purchase. During the ninety day period the Customer may return the defective magnetic media to Hopewiser or to an authorised dealer of Hopewiser and Hopewiser will replace the magnetic media without charge to the Customer. The Customer's sole and exclusive remedy in the event of a defect is expressly limited to replacement of the magnetic media as

provided above and any implied warranties of merchantability and fitness for a particular purpose are limited in duration to the period of ninety days from the date specified above. If the failure of any magnetic media has resulted from accident abuse or misapplication of the magnetic media then Hopewiser shall have no responsibility to replace the magnetic media under the terms of this warranty.

5. NO WARRANTY OF PERFORMANCE

Subject to the warranty contained in Clause 4 no warranty representation or condition either express or implied as to the performance quality merchantability or fitness of the Product(s) for any particular purpose is given by Hopewiser and in no event will Hopewiser be liable for direct, indirect, special or consequential damages arising out of the use or inability to use the Product(s) except that Hopewiser will not exclude any liability for death or personal injury arising from its proven negligence.

6. SUPPORT SERVICES

- i. For the period of this Agreement Hopewiser shall provide a telephone and email service to respond to "how to use" queries and to analyse Product(s) problems between the hours of 0900 and 1730 Monday to Friday excluding public holidays. Hopewiser will not provide "how to use" support for third party applications.
- ii. The Customer will reimburse Hopewiser for onsite visits at a standard daily rate agreed at the prevailing rate exclusive of days allocated in The Schedule. Onsite visits subject to these charges will include training and consultancy days. All reasonable expenses incurred in relation to these shall be charged to the customer.

7. PAF

- i) Initial Licence Fees and Annual Licence Fees specified in The Schedule shall include PAF Licence Fees payable by the Customer in respect of the PAF End User Licence granted to it by the Royal Mail to use PAF during the term of this Agreement. The PAF Licence Fees after the first twelve months are subject to change as instructed by the Royal Mail and in accordance with the terms of the PAF End User Licence.
- ii) Hopewiser undertakes to (1) pay to the Royal Mail out of the Initial Licence Fees and Annual Licence Fees received by it from the Customer all licence fees payable to the Royal Mail in respect of the use of PAF by the Customer in conjunction with the Product(s) and (2) provide updated versions of PAF on such magnetic media or by download every three months providing Hopewiser is in receipt of the payment of the Annual Licence Fee specified in the Schedule.

8. DATA PROTECTION

Both parties agree to: (1) comply with all the relevant provisions of the Data Protection Act 2018 and the General Data Protection Regulation 2016 together with any legislation which amends them and to obtain and maintain all necessary registrations required by the Acts; and (2) comply with the rules relating to List and Database Management laid down in the British codes of Advertising and Sales Promotion and with the recommended standards produced by the Advertising Association; and (3) ensure that all requirements of these rules and standards are met in respect of Third Party Data and indemnify the other party against all consequences of a breach.

9. CHARGES

- i. The Licence Fees in The Schedule are net sums and all Value Added Tax shall be paid by the Customer. All Licence Fees shall be paid not later than thirty days after the date of the invoice in respect thereof. Hopewiser shall be entitled to charge interest at the rate of eight per cent above the base rate for Lloyds Banking Group plc on all overdue accounts.
- ii. Hopewiser reserves the right to withhold updates and support from overdue accounts

10. TERMINATION

- i. The Customer may terminate this Licence by giving 3 months' notice in writing prior to the Annual Renewal Date provided always that such termination will not discharge the Customer from any obligations hereunder or from payment of any sums already due.

- ii. Once terminated, the Customer will undertake to delete the Product(s) and PAF data from the Customer's computers and provide written confirmation that no copies of the Product(s) and PAF data have been taken.

11. Jurisdiction

This Agreement shall be governed by and construed according to English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

12. Variation

We may modify these Terms and Conditions at any time by posting a notice on the Website. By continuing to use the service after such changes are posted, you acknowledge and agree to the updated Terms and Conditions. The date of the latest revision will be indicated at the top or bottom of the Terms and Conditions document on our Website.

13. Limitation of Liability:

Except for liability arising from

(i) personal injury or death caused by negligence, (ii) fraud or fraudulent misrepresentation:

(a) to the full extent permitted by law, Hopewiser's entire liability under this Agreement will be limited to direct damages in an amount equal to the fees paid by the Customer to Hopewiser pursuant to this Agreement during the twelve (12) month period immediately preceding the first event giving rise to the claim; and

(b) neither party will be liable for:

(i) any special, punitive, indirect, incidental or consequential damages arising from or related to this Agreement; or

(ii) any loss of revenue, profits, goodwill or data, or data use (including as a result of a virus), business interruption, failure to realize an expected saving, corruption of data, or claims against them by any third party, even if the parties are advised, or may reasonably supposed to have been aware, of the possibility of such damages in advance.

Such limitations will apply regardless of how the claim arises, whether arising based on contract, tort, negligence, or otherwise and will apply to all order forms, schedules, addenda, agreements and attachments related to this Agreement.

The foregoing limitations of liability allocate the risks between Hopewiser and the Customer and form a material basis of the bargain between the parties. Hopewiser's pricing reflects this allocation of risk and the limitation of liability specified herein.