



## INFORMATICA DATA-AS-A-SERVICE THIRD PARTY TERMS AND CONDITIONS

- [Supplemental End User Terms for Data-as-a-Service Address Content Subscriptions](#)
- [Supplemental Partner Terms for Data-as-a-Service Address Content Subscriptions](#)

Informatica Data-as-a-Service Products may use and incorporate data from third party providers (**Data Providers**) in the provision of Products to You. This page contains terms passed through from Data Providers which may apply to Your use of the Products and Services you may have licensed separately or incorporated in the products or services of our partners. The applicable terms apply only to use of Data-as-a-Service Products including the Informatica Products specifically identified below or within the Informatica Cloud and Product Description Schedule or, for address content subscriptions, data for the geographies specifically identified below in addition to your License and Service Agreement for the provision of Products and Services signed between Informatica and you.. These terms do not apply to you if you do not subscribe to the identified products or use data from the identified geographies. Contact your partner or sales representative if you have any questions about the products or geographies to which you have subscribed. It is the Customer's responsibility to ensure that any additional approvals, forms or notifications listed in these terms are completed. Capitalized terms not defined in these Terms are defined in the Informatica License and Service Agreement.

For Informatica's License and Service Agreement, click [here](#).

Supplemental End User Terms for Data-as-a-Service Address Content Subscriptions  
*For addresses in the countries specified below, processed using the services further identified below where applicable, the following terms supplement the agreement ("Agreement") between the subscriber ("Customer") to Informatica Data-as-a-Service ("the Service") and Informatica LLC or its affiliates ("Informatica") governing Customer's access and use of the Service. In the event of any conflict between the provisions of the Agreement and the terms below, the terms below shall prevail with respect to the Service for such addresses. All references in these terms to end users, subscribers or end customers shall be read as to refer to the Customer.*

- [AUSTRALIA](#)
- [CANADA](#)
- [GERMANY](#)
- [GREAT BRITAIN](#)
- [IRELAND](#)
- [ISRAEL](#)
- [NEW ZEALAND](#)
- [SOUTH AFRICA](#)
- [UNITED ARAB EMIRATES](#)
- [UNITED STATES - ONLY FOR NORTH AMERICAN ADDRESS VERIFICATION](#)

### **AUSTRALIA**

If the Agreement is an end user agreement for use of the Service by Customer for Customer's internal business purposes, the [Australia End User Terms](#) apply.

Licenses are limited to a maximum of one hundred (100) Users, where User means an individual who Interacts with the Service deployed on an individual workstation, terminal, handheld device or portable device internal to Customer, and expressly excludes an individual who uses the Service through an external web interface, and where Interact means a human interaction by a User in any part of a workflow, such as validating an address and selecting the result or preparing input data or finalising the results in the process of validating a set of addresses. Australia address data Content in use should be updated by Customer or Partner, as applicable, monthly and no less frequently than once per five months. As stated in the Data as a Service (D-a-a-S) Address Content and Web Service Subscriptions terms of the Product Description Schedule, and without limiting the effect of any terms therein, use and benefit of Content is restricted to the Legal Entity named on the Exhibit A unless expressly agreed otherwise in writing.

### **CANADA**

#### **NOTICES:**

This Service contains data copied under license from Canada Post Corporation. The Canada Post Corporation file from which this data was copied is dated 2016.

Service contient des données qui ont été reproduites avec l'autorisation de la Société canadienne des postes. Le fichier de la Société canadienne des postes d'où proviennent ces données est daté du 2016.

## **FRANCE**

France address data include data supplied by La Poste, Unité d’Affaires Solutions Efficacité Territoriale - UA SET.

## **GERMANY**

Data delivered through the Service may only be used for updating, correcting and validating end customer data already existing at the end customer.

## **GREAT BRITAIN**

### End User Terms

1. Customers' permitted use of the Service. Customers may freely use Royal Mail's database known as PAF®, and including the database known as the "Alias File" ("PAF® Data") in the Service in accordance with these End User Terms.
2. Conditions of use. (a) Customers must not make copies of PAF® Data except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes. (b) Customers may use PAF® Data for the extraction of PAF® Data or any part of it for the generation of new address records in a new or existing database ("Data Extraction") but data generated as a result of Data Extraction ("Extracted Data"): (i) may only be accessed by individuals authorised by Customer to use the Service ("Users"), and (ii) must not be supplied or any access to it provided to any third party. (c) Customers may provide Cleansed data to third parties provided that: (i) where that supply is a service comprising the Data Cleansing of a database of a Customer's customer ("Customer Database") and the supply of the resulting Cleansed Customer Database back to the relevant customer ("Bureau Service"), the Customer and the customers for the Bureau Service ("Bureau Customers") comply with the restrictions at the end of these End User Terms titled Bureau Services Terms, where "Data Cleansing" means the processing of existing data records using PAF® Data: (a) including validating, reformatting, correcting or appending additional data to those records, and (b) including the use of PAF® Data within address capture applications, but (c) not including Data Extraction (whether carried out by an address capture application or otherwise), and Cleansed shall be read accordingly, and (ii) if such databases are databases which on its own or as part of another database comprises all or substantially all the addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland ("Substantially All Databases"): (A) such databases are not represented or held out as a master, original or comprehensive address database or other similar description, (B) the access is provided in the course of the Customer's normal data supply or routine business activities and is not carried on

as a business in its own right, and (C) the provision includes a prominent notice that the relevant cleansed data has been cleansed against PAF® Data. (d) Customers must not permit access to, display or communicate to the public the Service, except for the purposes of capturing or confirming address details of third parties. (e) Except as set out in these End User Terms, Customers must not: (i) transfer, assign, sell or licence the Services or its use to any other person, (ii) use the Service 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 (iii) copy, reproduce, extract, reuse or publish the Service or part any of it.

3. Subcontracting. Customers 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 Customer, or (b) acting on behalf of the Customer in each case for the Customer's own business purposes and not those of the sub-contractor and provided that each such sub-contractor agrees to observe the restrictions on use of PAF® Data contained in these End User Terms and that the Customer is responsible for any breaches of those terms by such sub-contractor.
4. Personal rights. Customer rights are personal, limited and non-transferable.
5. Royal Mail's IPR notice. The Customer 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 these End User Terms.
6. Cessation of use of PAF® Data. Customers 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.
7. PAF® use by Users. Customers must ensure that: (a) these End User Terms bind their Users, (b) only their Users exercise the use rights of the Service and PAF® Data granted to Customers further to these End User Terms, and (c) in the event of termination or expiry of Customers' rights to use the Service and PAF® Data, the rights of Users to use them also terminate.

To obtain access to UK address data, Customer must first complete this form and send it to Customer's sales representative

or [DaaSreporting@informatica.com](mailto:DaaSreporting@informatica.com): [Registration Form](#)

## **IRELAND**

### **IRELAND WITHOUT EIRCODES**

Subscribers to Ireland address data for the Service are provided with access to GeoDirectory as part of the Service. Subscribers avail of the Service by entering into the Agreement. GeoDirectory is a database containing all known addresses and

geocodes in the Republic of Ireland. GeoDirectory was developed and is owned by An Post, Ordnance Survey Ireland DAC (OSI) and An Post Geodirectory DAC (APG). APG is empowered to license the GeoDirectory to end users and in order to subscribe to and avail of the Service the Subscriber is obliged enter into a License Agreement with APG (the "APG License") to use the GeoDirectory as part of the Service. The terms of the APG License are available to view here (<https://www.informatica.com/content/dam/informatica-com/en/collateral/other/an-post-geodirectory-license-agreement.pdf>). The APG License including the Schedules is attached to the Agreement and by entering into the Agreement with Informatica the Subscriber is deemed to have accepted the terms of the APG License. The APG License is automatically deemed to be accepted by the Subscriber on entering into the Agreement

#### **IRELAND WITH EIRCODES**

The Capita Eircode Products License Agreement is an agreement between Customer and Capita Business Support Services Ireland Limited ("Capita") governing Customer's use of the EIRCODE address databases developed by Capita. To obtain access to the EIRCODE address databases developed by Capita, Customer must first complete and sign the Capita Eircode Products License Agreement and send it to Customer's sales representative or [DaaSreporting@informatica.com](mailto:DaaSreporting@informatica.com): Capita Eircode Products License Agreement (<https://www.informatica.com/content/dam/informatica-com/en/collateral/other/eighth-schedule-end-user-agreement.pdf>)

#### **ISRAEL**

Customer acknowledges and agrees:

1. The dataset that contains valid locality names, streets and house numbers for Israel (Data) is provided "as is"
2. Unauthorized copying or use of the Data is expressly prohibited. Commercial use of the Data is expressly prohibited except by Informatica's resellers and integrators explicitly licensed by Informatica to sell the Informatica Service for commercial purposes.
3. Use of the Data outside Informatica Services is expressly prohibited.
4. The removal or obscuring of any copyright, trademark notice, or restrictive legend is prohibited.

5. All warranties of Mapa Mapping and Publishing Ltd (Licensor) related to the Data are disclaimed.
6. The limitation of liability provision in the Agreement applies to the Data.
7. The Data is owned by Licensor and is licensed subject to Licensor's terms of use.
8. Licensor has the right to enforce this Agreement with regards to its Data.

## **NEW ZEALAND**

The address data within the Postal Address File (PAF) is sourced from New Zealand Post, Land Information New Zealand and the Crown. New Zealand Post and Crown copyright reserved. The Data is confidential to New Zealand Post Limited (Licensor) 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.

The Customer may only use data licensed by Licensor (Data) in accordance with the Agreement, for its own internal purposes, and only as part of or in combination with Informatica Services and/or any related services provided to it by Informatica.

The Customer agrees that the Data and any user and technical documentation supplied by Licensor with the Data to enable Informatica and its personnel to use the Data, and any confidential information of Licensor (Documentation) and all intellectual property rights and other rights in the Data and the Documentation from time to time remain the property of the Licensor and its licensors (as the case may be).

The Customer must not remove or tamper with any copyright notice attached to or used in relation to Data.

The Customer has no right to use any of the trade marks, business names or logos of the Licensor unless expressly stated otherwise in any sub-licence granted to the Customer by Informatica within the terms of any licence granted by the Licensor to Informatica.

The Customer must not at any time (a) copy, reproduce, publish, sell, let, modify, extract or otherwise part with possession of the whole or any part of the Data or relay or disseminate the same to any other party; (b) provide the Data to (or allow the provision of the Data to, or access to the Data of) any agents or sub-contractors of the Customer without the prior written consent of the Licensor; or (c) sub-licence all or any part of the Data to any person, nor purport or attempt to do so, in each

case, unless expressly permitted otherwise by the Licensor in writing.

The Customer may make a reasonable number of back-up copies of the Data for security purposes. The Customer may only use such back-up copies for archive retention and retrieval purposes, and only during the term of the licence.

If any licence under which a third party grants to the Licensor the right to incorporate the third party's material in the Data is terminated, the licence to the Customer in respect of that material terminates and the Customer must, at the Licensor's request, remove the same material from any copies of any Data held by the Customer within 90 days.

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

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

The Customer must ensure that its personnel, agents and subcontractors comply with the above terms as if they were Informatica.

The Customer acknowledges that the Licensor has made no warranty that the Data will be free from errors, omissions, inaccuracies, viruses or other destructive code, or that the Data will be fit for the Customer's purpose or for use in any specific technical environment.

On receipt of an update to any Data (including as part of any update of Informatica Software), the Customer must as soon as practicable cease use of any previous version of the Data (and must in any event cease such use by the end of the term of the licence) and commence use of the update.

The Customer's right to use each Update shall terminate six months after the date on which such Update was released by the Licensor. Early termination of Informatica's licence from the Licensor shall not affect the Customer's right to use any Data provided that such early termination was not caused by or connected with any act or omission of the Customer.

The Customer must keep the confidential information of the Licensor, including the Data, confidential.

The Customer agrees and represents that it is acquiring the Data and any Documentation for the purposes of a business and that the Consumer Guarantees Act 1993 (New Zealand) does not apply.

The Customer must indemnify the Licensor and keep the Licensor indemnified against any claim, proceeding, damage, liability, loss, cost or expense (including legal costs on a solicitor and own client basis), whether arising in contract, tort

(including for negligence) or otherwise, arising out of or in connection with any breach by the Customer of any of the above terms or the use of the Data by the Customer or any other person who has obtained the Data from Customer.

The Licensor must have rights to enforce the above terms for the purposes of the Contracts (Privity) Act 1982, and is entitled to terminate the Customer's right to use any Data if the Customer breaches any of those terms.

The Customer acknowledges that Land Information New Zealand ("LINZ") and the Crown hold certain material which has been licensed to the Licensor and incorporated into the Data. The Licensee further acknowledges 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 Informatica, any Customer or any other person in connection with this Agreement. In the event that any exclusion of the liability of LINZ or the Crown set out in this clause 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 Data (by Informatica, Customer or any other person), whether that liability arises in tort (including negligence), equity or any other basis, shall be limited to the fees paid by the Licensor for the material incorporated in the Data which gave rise to the loss or damage, exclusive of GST. For the purposes of the Contracts (Privity) Act 1982, this clause confers a benefit on, and is enforceable by, LINZ and the Crown.

### **SOUTH AFRICA**

Informatica and Customer agree that the data provided to Customer is proprietary to Informatica's licensors; Informatica is entitled to license the data that is provided to Customer; Customer is not entitled to transfer, license, or distribute the data in any manner whatsoever; and this clause constitutes a stipulatio alteri in favor of Informatica's licensors.

### **UNITED ARAB EMIRATES**

Limited Warranty and Liability. Informatica has compiled the database containing the data records used by the Service by using data obtained from the third parties (Data Providers). In collating this data, Informatica has proceeded diligently and made random checks for correctness, completeness and validity. Nevertheless, it may be possible that individual data may be incorrect, incomplete or invalid.

Informatica provides no warranty in this regard. Except as provided for under local

law, neither Informatica nor its licensor(s) accept liability for the completeness, accuracy or quality of the data records, which are used entirely at Customer's own risk. All data records and accompanying written materials are provided "as is" without warranty of any kind. Further, Informatica does not warrant, guarantee, or make any representations regarding the use, or the results of the use of the data records or written materials, in terms of correctness, accuracy, reliability, recency or other qualities. Customer recognizes that the data records are predicated upon data made available to Informatica by the Data Providers which may be withdrawn at any time. Customer is also aware and accepts that Informatica is unable to check the accuracy, completeness and up-to-datedness of the data records furnished by the Data Provider and, accordingly, insofar as such data records may be incorrect, incomplete or not up-to-date, an address processed by the Service(s) may issue in an incorrect or no longer correct result. Both False Positives and False Negatives may occur.

**Usage of the Data Records.** Customer is prohibited from using the data records separately from the respectively contractual given rights and from transferring the contractual rights thereto to third parties. Use of the data records with other software or tools other than those provided by Informatica is not permitted without explicit written agreement from Informatica. Data records may be used solely for internal use, to supplement, adjust or enrich Customer or the ultimate Licensed User's existing address data. No other use of the data records is authorized by Informatica. Customer may not deliver the data records to any third parties whatsoever without the prior written permission of Informatica nor use the data to provide a service to third parties. Customer may not make copies of the data records except for a reasonable number of copies to be stored exclusively for back up purposes. In the event of misuse of data records by Customer, Customer may be required to pay additional fees. Customer shall be fully liable for any and all additional fees arising due to misuse of the data records including but not restricted to any fines, penalties, damages or other fees payable to the Data Providers. Customer must not systematically query the data records in order to create a copy of the underlying Reference Database. In case of a breach of this clause, Customer already agrees to pay at least EUR 50,000 in damages. It is incumbent upon Customer's to prove that any actual damage was less.

**Intellectual Property.** The data records contain the intellectual property of the Data Providers and are licensed to the Licensed Users on an annual basis subject to payment of the applicable fees to Informatica. The data records remain the intellectual property of the Data Providers at all times. Similarly, the Customer's own data and databases shall remain the property of Customer. No trademarks

contained in the data records may be used or reproduced by Customer for any purposes whatsoever. Customer agrees to sign such documentation as necessary for local postal providers/licensors in accord with these restrictions.

Data Protection. The Customer shall observe the provisions of European Data Protection directive 95/46/EC (Official Journal of the European Communities of 23 November 1995 No L. 281 p. 31) as enacted in the legislation Customer's country of use as well as any other applicable data protection legislation applicable ("Data Protection Legislation"), and in particular recognizes that if the data records comprise or are combined with additional data to create personal data, the Customer shall be considered the Data Controller for that data, in accordance with the terms of the Directive. Informatica accepts no liability whatsoever for any breach of any applicable data protection legislation arising from or related to the Customer's use of the data records.

Termination. If Customer chooses not to renew the subscription to the data records, Customer must notify Informatica in writing prior to the end of the current annual subscription period, and Customer must cease use of the data records and destroy all copies made thereof in whole or in part as of the last day of such subscription period. Upon request, Customer shall certify to Informatica that it has done so.

#### **UNITED STATES – ONLY FOR NORTH AMERICAN ADDRESS VERIFICATION**

Customer's right to use the CASS Certified Interface and the SuiteLink Product is strictly limited to use only within the USA.

Customer's right to use the CASS Certified Interface and the SuiteLink Product is strictly limited to improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, and other printed material, and any other item that will be delivered by the United States Postal Service (USPS).

Customer has no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface or the SuiteLink Product.

Customer acknowledges: USPS' ownership of the SuiteLink Product and the USPS-owned trademarks SuiteLink™, UNITED STATES POSTAL SERVICE®, POSTAL SERVICE™, U.S. POSTAL SERVICE®, USPS®, CASS™, and CASS Certified™; that Informatica provides the Services in part under license from USPS and provides the SuiteLink Product under license from USPS; that Customer is a sublicensee under Informatica's license from USPS and obtains from Informatica no broader right than permitted under Informatica's license agreement with USPS; Customer shall be strictly limited to using the CASS Certified Interface only as a component of Informatica's Service; and Customer shall be strictly limited to using the SuiteLink

Product only in conjunction with Informatica's Service.

Customer's right to use the LACS Interface is strictly limited to use only within the USA, and only for updating addresses and mailing lists used to prepare letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, and other printed material, and any other item delivered by USPS, for deposit with USPS in conformance with USPS requirements.

Customer has no right to sublicense, sell, or otherwise distribute, reproduce, perform, or prepare derivative works of the LACS Interface.

Customer acknowledges:USPS' ownership of the LACSLink Product and the USPS-owned trademark LACSLink and registered trademarks UNITED STATES POSTAL SERVICE®, POSTAL SERVICE™, U.S.POSTAL SERVICE®, and USPS®; that Informatica provides the Services in part under license from USPS and provides the SuiteLink Product under license from USPS; and that Customer is a sublicensee under Informatica's license from USPS and obtains from Informatica no broader right than Informatica except as permitted under Informatica's license agreement with USPS. Customer is strictly limited to using the Interface only as a component of Informatica's Service; Customer acknowledges and agrees that Customer does not have a right to sublicense, distribute, reproduce, perform, display, or sell the Interface or USPS's Marks.

If Customer uses the Service for the purpose of incorporating USPS CASS Certified Interfaces (as a component of Informatica's Service) into MultiLine Optical Character Readers (MLOCs)for sales in the United States mailing industry, the following terms apply:

Informatica and Customer agree to incorporate such other terms as specified from time to time by USPS.

Informatica licenses Customer: to incorporate the CASS Certified Interfaces (as a component of Informatica's Services) in the MLOCs; to use the USPS Trade Names (United States Postal Service, US Postal Service, USPS, and Postal Service) in a factual context only to market the MLOCs as having USPS CASS Certified Interfaces using the USPS' SuiteLink Product (but with no right to use USPS trademarks unless a separate trademark license is obtained from USPS); to distribute the SuiteLink Product and the CASS Certified Interfaces (as a component of Informatica's Services incorporated into the MLOCs) to MLOC Customer sub-sublicensed according to the terms set forth in this Section.

Informatica sublicenses Customer the right to sublicense its Customers (MLOC Customers) the use of CASS Certified Interfaces and the SuiteLink Product in the MLOCs in accordance with the applicable sublicensing requirements set forth below.

Customer's right to use the CASS Certified Interface and the SuiteLink Product is strictly limited to installation in MLOCRs for the purpose of improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, and other printed material, and any other item that will be delivered by USPS.

Customer has no right to reproduce or prepare derivative works of the CASS Certified Interfaces or the SuiteLink Product.

Customer acknowledges: USPS' ownership of the SuiteLink Product and the USPS-owned trademarks SuiteLink™, UNITED STATES POSTAL SERVICE®, POSTAL SERVICE™, U.S. POSTAL SERVICE®, USPS®, CASS™, and CASS Certified™ (the USPS Marks) and partial ownership of the CASS Certified Interface; that Informatica provides the Informatica Service in part under license from USPS and provides the SuiteLink Product under license from USPS; and that Customer is a sublicensee under Informatica's license from USPS and obtains from Informatica no broader right than it is permitted to have under the terms in Informatica's license agreement with USPS.

Customer is strictly limited to incorporating into its MLOCRs the CASS Certified Interface as a component of Informatica's Service and to distributing the MLOCRs with the incorporated Informatica Service to MLOCR Customers sublicensed in accordance with the following terms: (a) MLOCR's sublicenses shall not contain any terms that are any less restrictive than the terms in this Agreement; (b) the sublicenses shall include such other terms as specified from time to time by USPS as a flow down from this Agreement to each the sublicenses (down in turn to the next sublicensee if applicable); (c) the sublicenses shall limit the Users and the MLOCR Customer's right to use the CASS Certified Interface and the SuiteLink Product strictly to use only within the USA; (d) the sublicenses shall limit the MLOCR Customer's right to use the CASS Certified Interface and the SuiteLink Product strictly to improving business delivery, addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books, and other printed material, and any other item that will be delivered by USPS; (e) the sublicenses will exclude MLOCR Customers from any rights to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the CASS Certified Interface or the SuiteLink Product; (f) MLOCR Customers shall acknowledge: USPS' ownership of the SuiteLink Product, the USPS Marks and the USPS Trade Names; that USPS has ownership rights in the CASS Certified Interface; that Customer provides Informatica's Service in part and provides the SuiteLink Product in whole under sublicense arising out of a license from USPS; and that MLOCR Customer is a sublicensee under a Customer's

sublicense from Informatica, who in turn is a licensee of USPS, and obtains through them no broader right than Informatica's license agreement with USPS; (g) MLOCR Customers will be strictly limited to using the CASS Certified Interface only as a component of Informatica's Service incorporated into MLOCRs; (h) MLOCR Customers are strictly limited to using the SuiteLink Product with the Informatica Service incorporated into MLOCRs.

#### Supplemental Partner Terms for Data-as-a-Service Address Content Subscriptions

*For addresses in the countries specified below, processed using the services further identified below where applicable, the following terms supplement the agreement ("Agreement") between the partner ("Partner") to Informatica Data-as-a-Service ("the Service") and Informatica LLC or its affiliates including Address Doctor GmbH ("Informatica") governing Customer's access and use of the Service. In the event of any conflict between the provisions of the Agreement and the terms below, the terms below shall prevail with respect to the Service for such addresses. The terms under the heading above titled "Supplemental End User Terms for Data-as-a-Service Address Content Subscriptions" govern any permitted use by Partner and must govern any use by Partner's End Users, both referred to as Customers therein.*

- [AUSTRALIA](#)
- [CANADA](#)
- [GREAT BRITAIN](#)

#### **AUSTRALIA**

If the Agreement is a partner agreement for use of the Service by third parties or use by Customer solely for third party purposes, the [Australia Third Party Terms](#) apply. Licenses are limited to a maximum of one hundred (100) Users, where User means an individual who Interacts with the Service deployed on an individual workstation, terminal, handheld device or portable device internal to Customer, and expressly excludes an individual who uses the Service through an external web interface, and where Interact means a human interaction by a User in any part of a workflow, such as validating an address and selecting the result or preparing input data or finalising the results in the process of validating a set of addresses. Australia address data Content in use should be updated by Customer or Partner, as applicable, monthly and no less frequently than once per five months. As stated in the Data as a Service (D-a-a- S) Address Content and Web Service Subscriptions terms of the Product Description Schedule, and without limiting the effect of any terms therein, use and benefit of Content is restricted to the Legal Entity named on the Exhibit A unless expressly agreed otherwise in writing.

## **CANADA**

THE FOLLOWING TERMS APPLY SOLELY TO CUSTOMERS THAT HAVE ENTERED INTO A SEPARATE AGREEMENT WITH INFORMATICA TO USE THE SERVICE AS THE BASE FOR DEVELOPING A FURTHER ENHANCED VALUE ADDED PRODUCT. THESE TERMS DO NOT APPLY TO CUSTOMERS WITH DATA-AS-A-SERVICE SUBSCRIPTIONS OR LICENSES UNLESS MODIFIED IN A WRITING SIGNED BY BOTH PARTIES TO PERMIT SUCH USE.

1. Customer acknowledges that under the Agreement, Customer has been licensed to use Informatica's ("Licensor") product, the Service, as the base for developing a further enhanced value-added product (the "Enhanced Value-added Product") for the purposes of (a) sublicensing the Enhanced Value-added Product to users who shall have no further sublicensing or distribution rights, or (b) providing value-added services using the Enhanced Value-added Product that cannot be provided by the Service, or both (a) and (b). Customer further acknowledges that the data components of the Service, or the data in the files required in order to use the Service, were acquired by Licensor from third parties and that, relative to those third party data suppliers, Licensor is a licensee and Customer is a sublicensee (hereinafter such data components or data files referred to as the "Licensed Content"). One such third party supplier is Canada Post Corporation ("Canada Post") who has granted Licensor certain rights with respect to certain Canada Post Data (the "CP Licensed Data") under which Licensor may include the CP Licensed Data, in whole or in part, in the Licensed Content and distribute the same to its sublicensees of the Enhanced Value-added Product subject to the sublicensee's (in this case Customer's) prior agreement to the terms and conditions set out in these Minimum Protective Terms.
2. Customer acknowledges that Canada Post is the owner of the copyright in the Canada Post Data. Customer acknowledges that it is only licensed to use the CP Licensed Data in conjunction with the Service and the Enhanced Value-added Product. Customer acknowledges that it may only grant rights to third parties to use the CP Licensed Product in conjunction with the Enhanced Value-added Product. Without limiting the generality of the preceding sentence, Customer has no right to distribute any CP Licensed Data on a stand-alone basis or for the purposes of use with any product other than the Enhanced Value-added Product.
3. Customer acknowledges, and agrees to provide notice to parties to whom it distributes the Enhanced Value-added Product, that the damages that Canada Post may incur as a result of 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 (i) 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 the Postal CodeOM element of the address was invalid, or (ii) 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 CodeOM 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. (Postal Code is an official mark of Canada Post.)

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 CP Licensed Data will be distributed as a component of the Licensed Content, Customer agrees (a) not to distribute the Licensed Content until after Customer has put in place safeguards to reduce the risk of "data scraping" or "bulk downloads of data"; Customer agrees to keep abreast of developments in technology and to update the safeguards in place to further reduce such risks as improved technology becomes available from time to time, and (b) to ensure that the parties to whom the CP Licensed Data is distributed, whether as a component of the Enhanced Value-added Product or as a, or component of a, data file, to be used in conjunction with an Enhanced Value-added Product, 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: (i) addressing mail; (ii) presorting addressed mail; (iii) preparing unaddressed mail by householder count for delivery.
5. Customer also acknowledges that if it develops any product that uses data for which the original source of that data is Canada Post, which product is intended to be used for any of the purposes listed in clause 4(b)(i), (ii) or (iii), Customer has no right to use or distribute such a product or to offer any services in relation to such a product unless Customer has a then current right to do so under a written agreement signed by both Customer and Canada Post.
6. Customer agrees to include (a) in the hard copy or electronic copy of the license agreements, which Customer represents will accompany all copies of the Enhanced Value-added Product and of the Licensed Content distributed by Customer that contain CP Licensed Data, and (b) on the start-up screen of the Enhanced Value-added Product and in the terms and conditions of use posted on any website by which a user may access the Enhanced Value-added Product, a notice stating that the Enhanced Value-added Product contains data copied under license from Canada Post Corporation and indicating the date of the Canada Post Corporation data file (or the date of the earliest Canada Post Corporation data file, if

more than one) from which the data was copied. Where the language of the Customer product or service is French, Customer shall use the French version of the pro forma notice that is set out further on below, but if the product or service is in a language other than English or French, Customer shall include the equivalent notice but in the relevant language. Each such notice shall be tailored with the appropriate information by replacing the "[Insert...]" / « [Indiquez...] » « [Insérez...] » instructions with the information contemplated:

"This [Insert appropriate reference to medium, i.e. diskette, tape, etc.] contains data copied under license from Canada Post Corporation. The Canada Post Corporation file from which this data was copied is dated [Insert date]."

French version of the pro forma notice "[Indiquez le support approprié, c'est-à-dire « Cette disquette », « Cette bande magnétique », etc.] contient des données qui ont été reproduites avec l'autorisation de la Société canadienne des postes. Le fichier de la Société canadienne des postes d'où proviennent ces données est daté du [Insérez la date]."

7. Customer acknowledges that the CP Licensed Data is licensed to Customer on an "as is" basis and that Canada Post makes no guarantees, representations or warranties respecting the CP Licensed Data, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose. Customer will include a provision in its terms of use requiring a user of the CP Licensed Data to acknowledge that the CP Licensed Data is licensed on an "as is" basis and that Canada Post makes no guarantees, representations or warranties respecting the CP Licensed Data, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.
8. Neither Licensor 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 Customer's, or any of its user's, possession or use of the CP Licensed Data. Neither the Licensor nor Canada Post shall be liable in any way for loss of revenue or contracts, or any other consequential loss of any kind resulting from any defect in the CP Licensed Data.
9. Customer shall indemnify Canada Post and its officers, employees and agents from all claims whatsoever alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of Customer's possession or use of the Licensed Content. Customer will include a provision in its terms of use requiring a user of the CP Licensed Data to 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 such user's possession or use of the CP Licensed Data.

## **GREAT BRITAIN**

### **Bureau Services Terms**

1. Customers performing Bureau Services further to this Schedule are subject to the terms and restrictions set out below and must ensure that they are observed by Bureau Customers.
2. Customers must not supply or provide access to a Cleansed Customer Database to any person other than the relevant Bureau Customer.
3. Customers 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 2(c)(ii) of the End User Terms.
4. The Customer 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.
5. The names of Bureau Customers must be provided to Royal Mail on its request.
6. Licence Fees are payable in respect of each Customer providing Bureau Services:  
(a) by your selection at the start of a licence fee year of a Bureau Service option in respect of each Customer in a Report, (b) on the basis of the number of records in the databases of its customers Cleansed by the relevant Customer in the 12 month period prior to the start of the relevant licence fee year according to the table below, and if that Customer has not yet carried out any Data Cleansing activity, the fee applying in respect of Data Cleansing of up to 1 million records, and (c) unless otherwise provided on the Royal Mail's website at [www.poweredbypaf.com/licensing-centre](http://www.poweredbypaf.com/licensing-centre) or such other website as Royal Mail may notify further to this Licence ("PAF® Licensing Centre").

Number of records Cleansed	Fee (£ <i>excluding</i> VAT)	Payable
< 1,000,000	£250	Per year
1,000,001 – 10,000,000	£750	Per year
10,000,001 – 100,000,000	£3,750	Per year

> 100,000,000	£10,000	Per year
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To obtain access to UK address data, Customer must first complete this form and send it to Customer's sales representative or [DaaSreporting@informatica.com](mailto:DaaSreporting@informatica.com): [Registration Form](#)