

AN POST GEODIRECTORY LIMITED

**AN POST GEODIRECTORY - LICENCE AGREEMENT entered into by
the subscriber to Informatica Data-as-a –Service (the Service)**

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THIS AGREEMENT is made as of the Effective Date of the Licensee's subscription to Informatica Data-as-a-Service including access to GeoDirectory ("the Informatica Agreement")

BETWEEN

- 1 **AN POST GEODIRECTORY DAC** whose registered office is at the General Post Office, O'Connell Street, Dublin 1 (the "Licensor").
- 2 The Subscriber to Informatica Data-as-a-Service(The "Licensee").

WHEREAS:

- A. An Post, Ordnance Survey Ireland Limited and the Licensor have created a database known as "GeoDirectory" which contains all known addresses and geocodes in the Republic of Ireland, and which is formatted and stored according to an approved standard agreed between An Post and Ordnance Survey Ireland. Each address on the database contains a unique Irish national grid reference in the form of "X" and "Y" co-ordinates approved by Ordnance Survey Ireland.
- B. The "GeoDirectory" constitutes a collection of independent data and other materials which is arranged in a systematic or methodical way, which is individually accessible by electronic or other means, and the selection or arrangements of its contents constitutes the intellectual creation of An Post, Ordnance Survey Ireland and the Licensor and is therefore protected by copyright pursuant to the provisions of Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the Legal Protection of Databases ("The Database Directive"). There has been and will continue to be both qualitatively and quantitatively a substantial investment by both An Post, Ordnance Survey Ireland and the Licensor in obtaining, verifying and presenting the contents of the GeoDirectory such that it qualifies for the Sui Generis Rights provided for in the Database Directive.
- C. The Licensor is empowered, and has agreed to grant the Licensee a non-exclusive, non-transferable limited licence to use that part of the GeoDirectory and associated documentation listed in the First Schedule hereto upon the terms and conditions of this Agreement.
- D. The Licensee has entered into the Informatica Agreement.

NOW THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants provided for, the parties hereto respectively covenant with each other as follows:-

1 Interpretation

1.1 Definitions

In this Agreement unless the context otherwise requires:

'Designated Equipment' means the equipment identified in the First Schedule hereto.

'Documentation' means the technical manuals, user guides and other information (identified by title and reference number in the First Schedule hereto) which is being made available by Licensor to the Licensee in either printed or machine readable form;

'GeoDirectory' means all or those parts of the "GeoDirectory" as specified in the First Schedule hereto;

"New Release" means any improved, modified, updated or corrected version of the GeoDirectory from time to time issued by Licensor;

'Number of Users' shall mean the number of Users specified in the First Schedule hereto;

'Use' shall mean the right of the Licensee for its own internal business purposes only, and not for the benefit of any other party, to:-

- Copy or transmit the GeoDirectory and (where in machine readable form) any Documentation on to the Designated Equipment;
- Permit the Number of Users to access the GeoDirectory and to query, display and manipulate the data contained therein;
- Produce hard copy printed output of data from the GeoDirectory for reports and notes which are to be used only for reference purposes in connection with its own internal business, and which may not be published or supplied to any third party;
- Combine data from the GeoDirectory with other data held by the Licensee;
- Make one back up copy of the GeoDirectory;

'Users' shall mean the number of work stations or terminals within the Licensee's organisation and specified in the First Schedule which has access to any part of the GeoDirectory either directly or indirectly.

1.2 **Further Provisions**

In this Agreement and the Schedules hereto:-

- 1.2.1 Any reference to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as amended, extended or re-enacted prior to the date hereof and all statutory instruments, regulations or orders made pursuant thereto.
- 1.2.2 Reference to the singular includes reference to the plural and vice versa and reference to the masculine gender includes reference to the feminine and neuter genders and vice versa.
- 1.2.3 Unless the context clearly otherwise requires, reference to any clause, sub-clause, paragraph, recital, or Schedule is to a clause, sub-clause, paragraph, recital, or Schedule (as the case may be) of or to this Agreement.
- 1.2.4 The Schedules to this Agreement form an integral part of this Agreement and shall have as full effect as if they were expressed in the body of this Agreement and the expressions "this Agreement" and "the Agreement" as used in any of the Schedules shall mean this Agreement.

- 1.2.5 Words such as "hereunder", "hereto", "hereof" and "herein" and other words commencing with "here" shall unless the context clearly indicates to the contrary refer to the whole of this Agreement and not to any particular section or clause hereof.
- 1.2.6 Reference to persons includes reference to bodies corporate, unincorporated associations, firms and partnerships.

2 Grant of licence

- 2.1 In consideration of the Licensee entering into the Informatica Agreement payment by the Licensee of the fees set out in the Informatica Agreement and of the further covenants herein undertaken by the Licensee, Licensor hereby grants to the Licensee a non-exclusive, non-transferable limited licence to Use the GeoDirectory as part of the subscription provided for in the Informatica Agreement for so long as the Informatica Agreement remains in full force and effect.
- 2.2 Intentionally left blank
- 2.3 Intentionally left blank
- 2.4 The Licensee hereby acknowledges that other than the provision of New Releases, the Licensor shall not provide any maintenance or support services in respect of the GeoDirectory.
- 2.5 The Licensor reserves the right to discontinue licensing the "GeoDirectory" upon the giving of three (3) months written notice to the Licensee.
- 2.6 In the event that the Licensor discontinues licensing the "GeoDirectory" pursuant to Clause 2.5, the Licensee shall be obliged to discharge all fees outstanding pursuant to this Agreement up to the date of such discontinuation. The Licensee shall thereafter have no further obligations in respect of fees and shall not be entitled to receive any further New Releases.

3 Property and confidentiality in the GeoDirectory

- 3.1 The GeoDirectory and the Documentation contain confidential information of An Post, Ordnance Survey Ireland and the Licensor, and all copyright, trade marks and other intellectual property rights including all rights provided for by the Database Directive in the GeoDirectory and the Documentation are the exclusive property of An Post, Ordnance Survey Ireland and the Licensor.
- 3.2 Nothing in this Agreement shall confer any rights in the trademark "GeoDirectory" (or any trademark of An Post, Ordnance Survey Ireland or the Licensor) on the Licensee. The provisions of this clause shall continue to operate after the termination of this Agreement.
- 3.3 Save as otherwise expressly set out herein or as otherwise expressly permitted by law, the Licensee shall not:
- 3.3.1 Make any temporary or permanent reproduction by any means and in any form, in whole or in part, of the GeoDirectory or the Documentation;
- 3.3.2 Make any translation, adaptation, arrangement and any other alteration of the GeoDirectory or the Documentation;

- 3.3.3 Make any form of distribution to the public of the GeoDirectory or the Documentation, in whole or in part, or of copies thereof;
 - 3.3.4 Make any communication, display or performance to the public of the GeoDirectory or the Documentation;
 - 3.3.5 Make any reproduction, distribution, communication, display or performance to the public of the results of the acts referred to in 3.3.2;
 - 3.3.6 Make any extraction (i.e. the permanent or temporary transfer of all or any of the contents of the GeoDirectory to another medium by any means or in any form) or re-utilisation (i.e. any form of making available to the public all or any of the contents of the GeoDirectory by the distribution of copies, by renting, by on-line or other forms of transmission) of the GeoDirectory or any part thereof or of the Documentation;
 - 3.3.7 Disseminate, sell, give away, hire, lease, offer or expose for sale, distribute or disseminate the data comprised in the GeoDirectory or any sub-set of data comprised in the GeoDirectory, or another product wholly or partially derived from any of the foregoing;
 - 3.3.8 Copy, adapt or reverse compile the whole or any part of the GeoDirectory or the Documentation;
 - 3.3.9 Assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the GeoDirectory or the Documentation or Use the GeoDirectory or the Documentation on behalf of any third party, or make available the same to any third party without the prior written consent of the Licensor;
 - 3.3.10 Remove or alter any copyright or other proprietary notice from the GeoDirectory or the Documentation;
- 3.4 The Licensee shall:-
- 3.4.1 Keep confidential the GeoDirectory and the Documentation and limit access to the same to those of its employees, agents and sub-contractors who either have a need to know or who are engaged in the Use of the GeoDirectory, including where appropriate the Documentation;
 - 3.4.2 Reproduce in any copy (whether in machine readable or human readable form) of the GeoDirectory the copyright and trade mark notices of An Post, Ordnance Survey Ireland or the Licensor;
 - 3.4.3 Not by itself or with others participate in any illegal, deceptive, misleading or unethical practices including, but not limited to, disparagement of the GeoDirectory or An Post or Ordnance Survey Ireland or the Licensor or other practices which may be detrimental to the GeoDirectory, An Post or Ordnance Survey Ireland or the Licensor;
 - 3.4.4 Notify the Licensor immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the GeoDirectory or the Documentation by any third party;
 - 3.4.5 Without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the confidential information and intellectual property

rights of An Post, Ordnance Survey Ireland and the Licensor in the GeoDirectory or the Documentation; and

- 3.4.6 Grant the Licensor or its agents reasonable access during normal business hours to its premises and to those of its accounts and records relevant to this Agreement for the purpose of monitoring the Licensee's performance of its obligations under this Agreement and shall produce such information and data relevant to this Agreement whenever reasonably required to do so by the Licensor.
 - 3.4.7 Comply with the requirements of all Data Protection legislation applicable to its use of the GeoDirectory and shall ensure its use of the GeoDirectory complies with such legislation.
 - 3.4.8 Use the GeoDirectory solely for the purpose of and subject to the Informatica Agreement.
- 3.5 The Licensor will indemnify and hold harmless the Licensee against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation, possession or use of the GeoDirectory or the Documentation by the Licensee infringes the patent, copyright, registered design, trade mark or other intellectual property rights of said third party (an "Intellectual Property Infringement") provided that the Licensee:-
- 3.5.1 Gives notice to the Licensor of any Intellectual Property Infringement forthwith on becoming aware of the same;
 - 3.5.2 Gives the Licensor the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement, and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of the Licensor; and
 - 3.5.3 Acts in accordance with the reasonable instructions of the Licensor and gives to the Licensor such assistance as it shall reasonably require in respect of the conduct of the said defence, including without prejudice to the generality of the foregoing the filing of all pleadings and other court process, and the provision of all relevant documents.
- 3.6 The Licensor shall have no liability to the Licensee in respect of an Intellectual Property Infringement if the same results from:
- 3.6.1 any use of the GeoDirectory or the Documentation by the Licensee other than in accordance with the terms of this Agreement;
 - 3.6.2 the use of the GeoDirectory for a purpose for which it was not designed;
 - 3.6.3 the failure by the Licensee to implement recommendations in respect of or solutions to faults previously advised by the Licensor;
 - 3.6.4 the Licensees failure to install and use (in substitution for the previous release) any New Release of the GeoDirectory within fifteen (15) days of receipt of the same;
 - 3.6.5 any breach of the Licensee's obligations under this Agreement

- 3.6.6 any alteration, modification, adjustment or enhancement made by the Licensee to the GeoDirectory and the Documentation;
- 3.6.7 any combination, connection, operation or use of the GeoDirectory and/or the Documentation with any other equipment, software or documentation.
- 3.7 In the event of an Intellectual Property Infringement, the Licensor shall be entitled at its own expense and option either to:-
 - 3.7.1 Procure the right for the Licensee to continue using the GeoDirectory and/or the Documentation;
 - 3.7.2 Make such alterations, modifications or adjustments to the GeoDirectory and/or the Documentation so that they become non-infringing without incurring a material diminution in performance or function; or
 - 3.7.3 Replace the GeoDirectory and/or the Documentation with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.
- 3.8 If the Licensor in its reasonable judgment is not able to exercise any of the options set out at clauses 3.7.1, 3.7.2 or 3.7.3 above within thirty (30) days of the date it received notice of the Intellectual Property Infringement at a cost and on such conditions as Licensor (acting in its sole discretion) considers reasonable, Licensor's sole liability to the Licensee shall be to refund to the Licensee an amount equal to the aggregate of the initial fee as specified in the Third Schedule and the fees paid by the Licensee in the immediately preceding period of 12 months in respect of New Releases.

4. Fees

- 4.1 The Fees payable shall be those set out in the Informatica Agreement. Such Fees are payable in the manner and at the times therein set out.

5 Warranty

- 5.1 Subject to the exceptions set out in clause 5.4 below and the limitations upon its liability in clause 6 below the Licensor warrants that:
 - 5.1.1 it has the right power and authority to license the same GeoDirectory upon the terms and conditions of this Agreement;
 - 5.1.2 the media upon which the GeoDirectory and the Documentation are supplied to the Licensee will be free from defects in materials, design and workmanship;
 - 5.1.3 the GeoDirectory will conform with the technical specifications contained in the Documentation.

- 5.2 The Licensee shall give notice to the Licensor, as soon as it is reasonably able, upon becoming aware of any breach of warranty.
- 5.3 Subject to clause 5.4 below, the Licensor shall remedy any breach of the warranties set out in clauses 5.1.2 or 5.1.3 above shall by the provision, free of charge, of a replacement copy of the GeoDirectory.
- 5.4 The Licensor shall have no liability to remedy a breach of warranty where such breach arises as a result of any of the following circumstances:
- 5.4.1 the improper use, operation or neglect of the GeoDirectory;
 - 5.4.2 the modification of the GeoDirectory or its merger (in whole or in part) with any software or data;
 - 5.4.3 the use of the GeoDirectory other than on the Designated Equipment;
 - 5.4.4 the failure by the Licensee to implement recommendations in respect of or solutions to faults previously advised by the Licensor;
 - 5.4.5 any breach by the Licensee of any of its obligations under any maintenance agreement in respect of the Designated Equipment;
 - 5.4.6 the Licensee's failure to install and use (in substitution for the previous release) any New Release of the GeoDirectory within thirty (30) days of receipt of the same; or
 - 5.4.7 the use of the GeoDirectory for a purpose for which it was not designed.
- 5.5 Without prejudice to the foregoing, the Licensor does not warrant that the Use of the GeoDirectory and/or the Documentation will meet the Licensee's requirements, or that the operation of the GeoDirectory and (including where in machine readable form the Documentation) will be uninterrupted or error free.
- 5.6 The Licensor does not warrant the accuracy or completeness of the data contained in the GeoDirectory.
- 5.7 Subject to the foregoing all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the GeoDirectory and the Documentation are hereby excluded to the greatest extent permissible by applicable law.

6 Limitation of liability

- 6.1 The following provisions set out the Licensor's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Licensee in respect of:
- 6.1.1 any breach of its contractual obligations arising under this Agreement; and
 - 6.1.2 any representation statement or tortious act or omission including negligence arising under or in connection with this Agreement

AND THE LICENSEES ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 6.

- 6.2 Any act or omission on the part of the Licensor or its employees agents or sub-contractors falling within clause 6.1 above shall for the purposes of this clause 6 be known as an "Event of Default".
- 6.3 The Licensor's liability to the Licensee for death or injury resulting from its own negligence or that of its employees, agents, or sub-contractors shall not be limited.
- 6.4 Subject to the limits set out in clause 6.5 below, the Licensor shall accept liability to the Licensee in respect of damage to the tangible property of the Licensee resulting from the negligence of the Licensor or its employees agents or sub-contractors.
- 6.5 Subject to the provisions of clause 6.3 above the Licensor's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the aggregate of the initial fee as specified in the Third Schedule and the fees paid by the Licensee in the immediately preceding period of 12 months in respect of New Releases.
- 6.6 Subject to clause 6.3 above, the Licensor shall not be liable to the Licensee in respect of any Event of Default for loss of data, information, profits or goodwill (whether such loss is direct or indirect) or any type of special indirect or consequential loss (including loss or damage suffered by the Licensee as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Licensor had been advised of the possibility of the Licensee incurring the same.
- 6.7 If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this Agreement.
- 6.8 Nothing in this clause shall confer any right or remedy upon the Licensee to which it would not otherwise be legally entitled.

7. Indemnities

- 7.1 The Licensee shall indemnify An Post, Ordnance Survey Ireland and the Licensor, and keep An Post, Ordnance Survey Ireland and the Licensor fully and effectively indemnified on demand from and against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which An Post, Ordnance Survey Ireland or the Licensor may sustain or incur, or which may be brought or established against An Post, Ordnance Survey Ireland or the Licensor by any person, which in any case arise out of or in relation to, or by reason of:-
 - 7.1.1 any breach by the Licensee of its obligations under this Agreement;
 - 7.1.2 any unauthorised action or omission of the Licensee or its employees or staff;
 - 7.1.3 any alteration, modification, adjustment or enhancement made by the Licensee to the GeoDirectory and the Documentation; or
 - 7.1.4 any combination, connection, operation or use of the GeoDirectory and/or the Documentation with any other equipment, software or documentation not supplied by the Licensor.

8. Risk in the GeoDirectory

- 8.1 Risk in the GeoDirectory will pass to the Licensee upon the delivery. If subsequently the GeoDirectory is (in whole or in part) destroyed damaged or lost the Licensor will upon request replace the same subject to the Licensee paying its then prevailing charges.

9. [Intentionally left blank]

10 Confidentiality

- 10.1 Each of the parties hereto undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into and performance of this Agreement save that which is:

10.1.1 trivial or obvious;

10.1.2 already in its possession other than as a result of a breach of this clause; or

10.1.3 in the public domain other than as a result of a breach of this clause; or

10.1.4 independently developed without reference to the subject matter of this Agreement; or

10.1.5 authorised for release by the prior written consent of the disclosing party.

- 10.2 Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of clause 10.1 above by its employees, agents and sub-contractors.

11. Duration of Agreement

- 11.1 This Agreement shall commence on the date hereof and shall continue in full force and effect for so long as the Informatica Agreement remains in full force and effect.

11.2

12 Termination

- 12.1 This Agreement may be terminated:

12.1.1 by the Licensee upon giving not less than three (3) months prior written notice to the Licensor;

12.1.2 forthwith by the Licensor if the Licensee fails to pay any sum due hereunder within fifteen (15) days of the due date therefor;

12.1.3 forthwith by either party if the other party commits any material breach of any term of this Agreement (other than one falling within 12.1.2 above) and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) days of a written request to remedy the same;

- 12.1.4 forthwith by the Licensor if the Licensee enters into liquidation, whether compulsory or voluntary (except for the purposes of a reconstruction or amalgamation with the prior written agreement of the Licensor);
 - 12.1.5 forthwith by the Licensor if an encumbrancer takes possession of, or a receiver or examiner (or an administrator as appropriate) is appointed over any of the property or assets of the Licensee or if any similar action in consequence of debt is taken against or suffered by the Licensee;
 - 12.1.6 forthwith by the Licensor if the Licensee is unable to pay its debts within the meaning of Section 570 of the Companies Act 2014 as amended or is otherwise insolvent.;
 - 12.1.7 forthwith by the Licensor if any event analogous to any of the foregoing in any jurisdiction occurs to the Licensee;
 - 12.1.8 forthwith by the Licensor if the Licensee purports to assign the burden or benefit or mortgage or charge the benefits of this Agreement or otherwise dispose of any rights hereunder or otherwise subcontract or delegate any of its obligations hereunder without the prior written consent of the Licensor.
- 12.2 Any termination of this Agreement pursuant to this clause 12 shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 12.3 In the event that this Agreement is terminated by the Licensee pursuant to clause 12.1.1 the Licensee shall not be entitled to any refund or to recover any fees paid the Licensee prior to the date of termination and, in the event that any such fees are outstanding on the date of termination, such outstanding fees shall become immediately due and payable.
- 12.4 Within fifteen (15) days of the termination of this Agreement, (howsoever and by whomsoever occasioned), the Licensee shall at its own expense and at the Licensor's sole option either return all copies of the GeoDirectory and the Documentation and all supporting documentation in its possession or control, or, shall destroy all copies of the GeoDirectory and the Documentation and all supporting documentation in its possession or control and a duly authorised officer of the Licensee shall certify in writing to the Licensor that the Licensee has complied with its obligation as aforesaid.
- 12.5 This Agreement shall automatically terminate on the termination of the Informatica Agreement.

13 Force Majeure

- 13.1 Neither party hereto shall be liable for any breach of its obligations hereunder (other than a payment obligation) resulting from causes beyond its reasonable control including but not limited to fires, strikes, (of its own or other employees), insurrection, riots, embargoes, container shortages, wrecks, delays in transportation, inability to obtain supplies and raw materials, or requirements or regulations of any civil or military authority (an "Event of Force Majeure").
- 13.2 Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

- 13.3 If a default due to an Event of Force Majeure shall continue for more than six (6) weeks then the party not in default shall be entitled to terminate this Agreement. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

14 Waiver

- 14.1 The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

15 Notices

- 15.1 Any notice request instruction or other document to be given hereunder shall be delivered or sent by post or by facsimile transmission (such facsimile transmission notice to be confirmed by letter posted within twelve (12) hours) to the address or to the facsimile number of the other party set out in this Agreement (or such other address or numbers as may have been notified) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of forty-eight (48) hours after posting and (if sent by facsimile transmission) upon the expiration of twelve (12) hours after dispatch.

Notices to An Post:

Address:	General Manager An Post GeoDirectory DAC GPO O'Connell Street Dublin 1
Facsimile Number:	00 353 1 705 7160
Notices to the Licensee:	per the Informatica Agreement

16 Invalidity and severability

- 16.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

17 Entire Agreement

- 17.1 The Licensor shall not be liable to the Licensee for loss arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of execution of this Agreement other than those representations, agreements, statements or undertakings

confirmed by a duly authorised representative of the Licensor in writing or expressly incorporated or referred to in this Agreement.

- 17.2 This Agreement together with the Informatica Agreement and the documents referred to herein constitute the entire agreement between the Parties in relation to its subject matter.

18 Successors

- 18.1 This Agreement shall be binding upon and ensure for the benefit of the successors in title of the parties hereto.

19 Assignment and sub-licensing

- 19.1 The Licensee shall not be entitled to assign or otherwise transfer this Agreement nor any of its rights or obligations hereunder nor sub-license (in whole or in part) the GeoDirectory or the Documentation without the prior written consent of the Licensor.

- 19.2 The Licensor shall be entitled to assign or transfer this Agreement or any of its rights or obligations hereunder upon the giving of one month's prior written notice to the Licensee.

20 VAT

- 20.1 Save insofar as otherwise expressly provided, all amounts stated in this Agreement are expressed exclusive of value added tax and any value added tax arising in respect of any supply made hereunder shall, on the issue of a valid tax invoice in respect of the same be paid to the party making such supply by the party to whom it is made in addition to any other consideration payable therefor.

21 Headings

- 21.1 Headings to clauses in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

22 Third Party Beneficiary

- 22.1 The Licensee acknowledges and agrees that the benefit of certain of the provisions of this Agreement are expressed to be not only for the Licensor, but also for An Post and Ordnance Survey Ireland. The Licensee further acknowledges that each of An Post and Ordnance Survey Ireland shall be entitled in its or their own right to require by the Licensee the due performance of each such provision as aforesaid, and to this end, that the Licensor is entering into this Agreement not only in its own right, but also as trustee and agent for An Post and Ordnance Survey Ireland.

23 Law

- 23.1 This Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties hereto agree to submit to the non-exclusive jurisdiction of the courts of Ireland.

FIRST SCHEDULE

INTENTIONALLY LEFT BLANK.

SECOND SCHEDULE

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THIRD SCHEDULE

FEEES

See the Informatica Agreement for fees.