

# Royal Mail

## Royal Mail Mailmark<sup>®</sup> barcode

SOFTWARE LICENCE AGREEMENT

### Disclaimer

"Whilst every effort has been made to ensure that the guidelines contained in the document are correct, Royal Mail and any other party involved in the creation of the document HEREBY STATE that the document is provided without warranty, either expressed or implied, of accuracy or fitness for purpose, AND HEREBY DISCLAIM any liability, direct or indirect, for damages or loss relating to the use of the document. The document may be modified, subject to developments in technology, changes to the standards, or new legal requirements."



## SOFTWARE LICENCE AGREEMENT

PLEASE READ THIS SOFTWARE LICENCE AGREEMENT ("**LICENCE**") CAREFULLY BEFORE USING THE SOFTWARE PROVIDED BY ROYAL MAIL GROUP LIMITED. BY USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENCE AND YOU ARE NOT PERMITTED TO USE THE SOFTWARE IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE.

### BACKGROUND:

We are the entire legal and beneficial owner and licensor of certain enterprise intelligent barcode ("**EIB**") Programme developed software products and documentation relating to Mailmark™ barcodes listed in Schedule 1 and are willing to license you to use these products.

### AGREED TERMS:

#### 1. Interpretation

1.1 The definitions and rules of interpretation in this section apply in this Licence:

"**ABC Policy**" means our anti-bribery and corruption policy document as amended, varied or supplemented from time to time;

"**Affiliate**" means in relation to a party, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that party from time to time;

"**Applicable Law**" means English law and/or any other laws or regulations applicable in the country or countries of performance of this Licence or otherwise applicable to our or your Group;

"**Confidential Information**" means information (in whatever form) that is clearly identified as confidential at the time of disclosure or marked as confidential, including to the extent so marked or identified, knowhow and any information relating to a party's business or prospective business, finances, plans, trade secrets, internal affairs, contractors or customers;

"**Documentation**": the documentation listed in Schedule 1;

"**Group**" means a party, its Affiliates and its Personnel;

**“Intellectual Property Rights”**: means any and all patents, utility models, rights in inventions, registered and unregistered trade marks, rights in business and trade names and get-up, rights in passing off, rights in domain names, registered designs, unregistered rights in designs, semiconductor and topography rights, rights in performances, copyrights and neighbouring rights, database rights, rights to protect Confidential Information and in each case all rights of a similar or corresponding character and all applications and rights to apply for the protection of any of the foregoing;

**“Maintenance Release”**: a release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version;

**“New Version”**: any new version of the Software which we publicly market and offer for purchase from time to time in our normal course of business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product;

**“our”, “us” or “we”**: Royal Mail Group Limited, a company incorporated in England and Wales with registered number 4138203 having its registered office at 100 Victoria Embankment London EC4Y 0HQ;

**“Personnel”** means any persons used by or acting for or on behalf of either you or us and/or our Affiliates in connection with this Licence, from time to time; and

**“Software”**: the computer programs listed in Schedule 1.

- 1.2 The headings in this Licence do not affect its interpretation. Save where the context otherwise requires, references to sections and schedules are to sections and schedules of this Licence.
- 1.3 Unless the context otherwise requires:
  - 1.3.1 references to us and you include our and your permitted successors and assigns respectively;
  - 1.3.2 references to statutory provisions include those statutory provisions as amended or re-enacted; and
  - 1.3.3 references to any gender include all genders.
- 1.4 In the case of conflict or ambiguity between any provision contained in the body of this Licence and any provision contained in the schedule, the provision in the body of this Licence will take precedence.
- 1.5 Words in the singular include the plural and in the plural include the singular.

## 2. Licence and term

2.1 In consideration of the feedback provided by you on the performance of the Software and suitability of the Documentation and subject to section 2.2, we grant to you a non-exclusive licence commencing on, and including, the date on which the Software and Documentation are provided to you to use:

2.1.1 the Software; and

2.1.2 the Documentation.

This licence will continue until terminated in accordance with the provisions of section 5.

2.2 In relation to scope of use:

2.2.1 use of the Software and the Documentation is restricted to use of the Software in object and source code form for the purpose of producing barcodes for use with our Mailmark™ barcode enabled services (which will not include allowing the use of the Software and Documentation by, or for the benefit of, any person other than your employees);

2.2.2 you may only use the information provided with our products - i.e. you are not permitted to use the licensed software and documents to create Mailmark™ -type barcodes for your own competitive products;

2.2.3 you may only use the 4-state Mailmark™ barcode encoder/decoders and source code solely with our products and services;

2.2.4 you may not use the Software or Documentation other than as specified in section 2.2.1 - 2.2.3 without our prior written consent and you acknowledge that fees may be payable on any change of use approved by us; and

2.2.5 you may make as many back-up copies of the Software as may be necessary for its lawful use. You will record the number and location of all copies of the Software and take steps to prevent unauthorised copying.

2.3 In relation to assignment and sub-licensing:

2.3.1 you have no right to sub-license or to assign the benefit or burden of this Licence in whole or in part, or to allow the Software or the Documentation to become the subject of any charge, lien or encumbrance without our prior written consent; and

2.3.2 we may sub-license, assign, charge or otherwise transfer any of our rights or obligations under this Licence, provided we give written notice to you of any sub-licence, assignment, charge or other transfer.

- 2.4 You will provide us with written feedback (e-mail or using the Royal Mail Mailmark™ Management System web portal) on the performance of the Software and suitability of the Documentation upon our request and from time to time.
- 2.5 If we have reasonable cause to believe that the terms of this Licence have been breached, you will permit us to inspect and have reasonable access to any premises, and to the computer equipment located there, at or on which the Software or Documentation is being kept or used, and any records kept pursuant to this Licence, for the purposes of ensuring that you are complying with the terms of this Licence, **PROVIDED THAT** we act reasonably in doing so and provide you with reasonable advance notice of such inspections, which will take place at reasonable times.

### 3. Our warranties and limits of liability

- 3.1 We do not warrant that the use of the Software will be uninterrupted or error-free and you accept responsibility for the selection of the Software and Documentation to achieve its intended results.
- 3.2 Subject to section 3.3:
- 3.2.1 our liability under or in connection with this Licence, whether arising in tort (including negligence), contract or otherwise, is hereby excluded;
- 3.2.2 all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care; and
- 3.2.3 you agree that, in entering into this Licence, either you did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Licence or (if you did rely on any representations, whether written or oral, not expressly set out in this Licence) that you will have no remedy in respect of such representations and (in either case) we will have no liability otherwise than pursuant to the express terms of this Licence.
- 3.3 The exclusions in section 3.2 will apply to the fullest extent permissible at law, but we do not limit or exclude liability for death or personal injury caused by our negligence, our officers, employees, contractors or agents; for fraud or fraudulent misrepresentation; for breach of the obligations implied by section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982; or for any other liability which may not be excluded by law.

#### **4. Intellectual property rights**

- 4.1 You acknowledge that all Intellectual Property Rights in the Software and Documentation and any Maintenance Release or New Version belong and will belong, or be licensed, to us, and you will have no rights in or to the Software or Documentation other than the right to use it in accordance with the terms of this Licence.

#### **5. Termination**

- 5.1 We may terminate this Licence at any time by giving you 28 days' written notice. You may also terminate this Licence at any time by giving us 28 days' written notice.

- 5.2 We may terminate this Licence in accordance with section 8.4 or with immediate effect at any time on written notice to you if you:

5.2.1 are in material or persistent breach of any of the terms of this Licence and either that breach is incapable of remedy, or you fail to remedy that breach within 30 days after receiving written notice requiring you to remedy that breach; or

5.2.2 are unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986), or become insolvent, or are subject to an order or a resolution for your liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or have an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of your assets, or enter into or proposes any composition or arrangement with your creditors generally, or are subject to any analogous event or proceeding in any applicable jurisdiction.

- 5.3 You may terminate this Licence at any time on written notice to us if we are in material or persistent breach of any of the terms of this Licence and either that breach is incapable of remedy, or we fail to remedy that breach within 30 days after receiving written notice requiring us to remedy that breach.

- 5.4 Termination by either party in accordance with the rights contained in section 5 will be without prejudice to any other rights or remedies of that party accrued prior to termination.

- 5.5 On termination for any reason:

5.5.1 all rights granted to you under this Licence will cease;

5.5.2 you will cease all activities authorised by this Licence; and

5.5.3 you will immediately destroy or return to us (at our option) all copies of the Software or Documentation then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **6. Force Majeure**

No party will be liable to the other for any delay or non-performance of its obligations under this Licence arising from any cause beyond its control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion.

## **7. Confidentiality and publicity**

7.1 Each party will, during the term of this Licence and thereafter, keep confidential all, and will not use for its own purposes nor without the prior written consent of the other disclose to any third party any, Confidential Information which may become known to such party from the other party and which relates to the other party or any of its Affiliates, unless such information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Licence, or subsequently comes lawfully into the possession of such party from a third party.

7.2 The terms of this Licence are confidential and you must not disclose them without our prior written consent.

7.3 The provisions of section 7 will remain in full force and effect notwithstanding termination of this Licence for any reason.

## **8. Anti-Bribery and Corruption**

8.1 In obtaining this Licence, you warrant that your Group has not done, and in performing your obligations under this Licence, you will procure that your Group will not do, any act or thing that contravenes the Bribery Act 2010 or any other applicable anti-bribery or anti-money laundering laws and/or regulations.

8.2 You warrant and undertake that your Group will comply with, and will procure that any of your Personnel involved in performing this Licence will comply with, the ABC Policy.

8.3 You will immediately notify us if you become aware of, or suspect, any failure to comply with any provision of this section 8 in writing.

8.4 If you fail to comply with any provision of this section 8 we may terminate this Licence immediately at no cost, liability or penalty to us and without prejudice to any other rights or remedies that may have accrued to our benefit under or in connection with this Licence.

8.5 To the extent permitted by Applicable Law your Group will indemnify and hold us and our Affiliates and our and their successors assigns, officers, employees and representatives harmless against all and any actions, claims, proceedings, demands, costs, damages, losses, fines, penalties and expenses suffered or incurred by us arising out of your Group's failure to comply with this section 8.

**9. Waiver**

No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

**10. Severability**

If any provision of this Licence is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions will not be prejudiced.

**11. Amendments**

Any amendment, waiver or variation of this Licence will not be binding on the parties unless set out in writing, expressed to amend this Licence and signed by or on behalf of each of the parties.

**12. Third party rights**

12.1 No term of this Licence is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Licence.

**13. Notices**

Any notice required to be given pursuant to this Licence will be in writing, and will be sent to the other party marked for the attention of the person at the address set out for such party in this Licence. Notices may be sent by first-class mail or fax, **PROVIDED THAT** faxes are confirmed within 24 hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail will be deemed to have been delivered 72 hours after posting and correctly directed faxes will be deemed to have been received instantaneously on transmission, **PROVIDED THAT** they are confirmed as set out in section 13.

**14. Entire agreement**

This Licence, the Schedule and the documents annexed as appendices to this Licence or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

**15. Governing law and jurisdiction**

15.1 This Licence and any dispute or claim arising out of it or in connection with it will be governed by and construed in accordance with English law.

15.2 Subject to section 15.1, the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts to settle any claim, dispute or matter of difference which may arise out of or in connection with this Licence (including claims for set-off or counterclaim) or the legal relationships established by this Licence.



## Schedule 1

### Software and Documentation

#### 1. Software

##### 1.1 Royal Mail Mailmark™ 4-state barcode Encoder and Decoder Software Application comprising:

1.1.1 An Encoder in the form of an executable application and supporting files for use in Microsoft Excel and Microsoft Access applications within a Microsoft Windows operating system. Features include:

- (a) 4-state barcode font;
- (b) sample working implementations on both Excel and Access;
- (c) feedback to user for data entry error; and
- (d) ANSI Standard C Source Code for 3rd party use for integrating the Encoder and associated files into 3rd party application; and

1.1.2 A Decoder implementation in the form of an executable application including GUI and supporting files, developed in Visual Basic and packaged to operate within a Microsoft Windows operating system.

#### 2. Documentation

2.1 Royal Mail Mailmark™ Barcode Definition Document

2.2 Mailmark 4-state barcode Encoder User Guide

2.3 Royal Mail Mailmark™ barcode Encoder User Guide Document

2.4 Mailmark™ eMHS implementation guidelines

2.5 Mailmark 4-state barcode C encoding and decoding instructions

2.6 Mailmark 4-state barcode L encoding and decoding instructions

2.7 Royal Mail Mailmark™ 4-state barcode S Encoding and Decoding Specifications

2.8 Mailmark™ 4 State Licence Barcode Encoding and Decoding Specifications