

# **APPENDIX RELATING TO THE GENERAL TERMS & CONDITIONS OF USE OF THE GEOGRAPHICAL FILES**

## **Preamble**

La Poste is the owner of electronic geographical data files. The aforementioned files enable electronic data processing to be carried out with the aim of improving the quality of the wording of geo-postal addresses and thus optimising address files and databases.

La Poste has chosen to entrust the distribution and commercialisation of the Geographical Files to QAS Ltd in accordance with the contract for redistributing geographical files entered into in January 2009. The aforementioned redistribution contract also authorises the use of sub-redistributing. For this purpose QAS Ltd and the sub-redistributor have made a contract for the purpose of commercialising the aforementioned files belonging to La Poste.

The Licensee, for its part, wishes to use the Geographical Files commercialised by QAS Ltd for checking, on the one part, the validity of the addresses contained in address files or databases and on the other part, to enter standardised, structured and reliable addresses into these databases.

Consequently, the parties have come together in order to examine the conditions for the use of La Poste's Geographical Files.

## **Article 1: Definitions**

It is stated that in this contract the terms hereafter described are defined as follows:

- **"Geographical Files"**: These describe the various address data files belonging to La Poste and commercialised by QAS Ltd as a result of this contract. The aforementioned files are described in a "product file" appendix.
- **"Addressing Data"**: This describes the data contained in La Poste's Geographical Files. This data is mainly roads, premise numbers, communes, post codes, postal indicators (i.e. a number designating the postman's round and the distribution area) and CEDEX addresses.
- **"Media"**: These describe all the ways of electronic exchange used by QAS Ltd to distribute the Geographical Files to the Licensee.
- **"Updates"**: These describe the various different files containing occasional modifications to the data within La Poste's Geographical Files.
- **Licensee**: A company or individual which/who, by taking out a usage **licence** with the Redistributor (or possibly the Sub-redistributor) and in return for a fee, acquires the right to use La Poste's Geographical Files. The use of the aforementioned files granted to the Licensee and which will be described in the main body of this contract (See appendix \_\_) is for the purpose of allowing it to process the addresses for its own use or for the use of a third party.
- **Geographical Files Usage License**: The purpose of this is to define the usage rights for La Poste Geographical Files. Within the framework of standard or associated redistributions, this is a contract between the Licensee and the Redistributor (or possibly the Sub-Redistributor). Within the framework of integrated redistribution, these are specific contractual clauses included in the software solutions' user licence contract.
- **"Use of Geographical Files in batch mode"**: describes the use of the Geographical Files using a software solution run in batch mode (in batches) enabling the checking and improvement of the addresses in a database of a file, without human intervention during the execution of the program.
- **"Use of Geographical Files in interactive mode"**: describes the use of the Geographical Files using a software solution running in dialogue mode. Unlike software run in batch mode, software in dialogue mode implies interaction between a human user and the software program. This interaction enables, in real time,

the content of the information to be viewed or modified and possibly to act on how the program runs and its results.

- **“Intranet Network”**: describes any internal network of the Licensee including a server on which the staff and persons connected to the Licensee including those commercial connected and present on the Licensee's premises, may have access to via an access code.
- **“Extranet Network”**: describes any external network of the Licensee including a server on which the staff and persons connected to the Licensee including those commercially connected and present on the Licensee's premises or outside, may have access to via an access code.
- **“Price table”**: describes the price of the Geographical Files and the applicable fees according to the various usage modes of the Geographical Files.

## **Article 2: Purpose of the Contract**

The purpose of this contract is to define the conditions under which The Licensee is authorised to use the Geographical Files.

## **Article 3: Rights for the use of the granted Geographical Files**

### **3.1. Electronic processing using the Geographical Files**

The use of La Poste's Geographical Files is authorised on condition that it is intended for standardising or improving a database line by line. Undertaking these two types of electronic processing is strictly managed by La Poste. The Geographical Files used for carrying out this electronic processing cover all of Continental France or a smaller local geographical area ('départements' and regions), depending on the Licensee's choice.

#### **3.1.1. The standardisation of a file or database**

This describes the use of a part of the data contained in La Poste's Geographical Files for purposes of correcting a file or database containing addressing data. This mainly concerns the definition of addresses.

#### **3.1.2. Improving a file or database line by line**

This describes the extraction of a part of the data contained in La Poste's Geographical Files for purposes of adding them to a file or database containing addressing data through the addition or completion of one or several data fields. The addressing data contained in La Poste's Geographical Files must only be used to enable a “one for one” validation (i.e. line by line). The address file at the end of processing (i.e. the address file improved using La Poste Geographical Files) must therefore contain, at most, the same number of records as before processing. The improvement must not, under any circumstances, have as its purpose the reconstitution of geographical files identical or similar to those belonging to La Poste.

Any other type of improvement remains strictly forbidden.

### **3.2. The modes of use of the Geographical Files**

The Licensee may simultaneously use the files in several ways subject to it paying the corresponding fees. In principle, the Geographical Files are exclusively located on the Licensee's premises. Exceptionally, the Geographical Files will be located at the Licensee's computer services provider subject to the conditions set out in article 3.2.1.1 subparagraph 2 i.e. in a situation where the Licensee has entrusted to it the processing of its files and databases using the Geographical Files.

The modes of use authorised for the Geographical Files are defined hereafter.

#### **3.2.1. Use of Geographical Files in batch mode:**

##### **3.2.1.1. Use of Geographical Files in batch mode for own purposes**

The Licensee is authorised to use La Poste's Geographical Files for the processing of the files or the databases of which it is the owner.

The electronic processing of its own files includes the case where the Licensee entrusts the processing of its files to a service provider specialising in electronic data processing. In these circumstances, the service provider uses the Geographical Files on its own site (the only circumstances in which the Geographical Files are not located on the Licensee's premises). The service provider is only, however, authorised to use the Geographical Files within the context of electronic processing carried out on behalf of the Licensee to the exclusion of any other use. Within this framework, the Licensee undertakes to indicate to the service provider that La Poste is the only holder of the intellectual property rights as well as the rights for extracting and reusing information from the Geographical Files. The Licensee will ensure, under its responsibility, the respect by the aforementioned service provider of La Poste's rights.

The electronic processing of its own files also covers the renting and exchange of files. Pursuant to this, the Licensee is authorised to carry out the processing of rented or exchanged files subject to the express condition that the Licensee returns these files in their initial state after use to the owner of these files.

The use of the Geographical Files in batch mode may be undertaken by the Licensee on one or more of its computing sites. For this purpose, the Licensee is authorised to install the Geographical Files on one or more computing sites by paying, if required, additional fees. At the end of the installation work, the Licensee shall not keep any of the copies that it may have made in order to carry out the aforementioned installation. Finally, the Licensee may include the Geographical Files that it has transferred to its computing site within the context of security backups of the site made regularly.

This authorised backup excludes the case of active and accessible mirroring as well as the case of active and accessible load balancing on different sites.

### **3.2.1.2. Use of Geographical Files in batch mode on behalf of third parties**

The Licensee is authorised to use La Poste's Geographical Files for the processing of the files or the databases belonging to a third party or third parties who are the Licensee's customers.

The Licensee can undertake the aforementioned processing on one or more of its computing sites, in the same way as the processing of its own files set out in point 3.2.1.1. .

The Licensee may make copies of the Geographical Files on the same conditions as those set out in point 3.2.1.1.

## **3.2.2. Use of Geographical Files in interactive mode**

### **3.2.2.1. Use of Geographical Files in interactive mode for own purposes**

The Geographical Files will be used for carrying out electronic processing of the address files and databases belonging to the Licensee. Considering the interactive nature of the type of use of the Geographical Files, electronic processing of the addresses using the Geographical Files presupposes human intervention by the Licensee or its staff or the intervention of a person connected to the Licensee (the case of e-commerce defined hereafter).

#### 3.2.2.1.1. Limited use

The use of the Geographical Files may be limited by the **number of users**. In this case, the Licensee is authorised to install the Geographical Files on:

- one or more independent workstations or
- a server restricted in the number of simultaneous connections and accessible via its Intranet network.

The number of workstations or the number of simultaneous connections mentioned above must match the rights acquired through the purchase order.

The use of the Geographical Files may be limited by the **number of addresses read**. In this case, the Licensee is authorised to install the Geographical Files on:

- a server accessible via an Intranet or Extranet network, or
- a server accessible via the Internet network (this is the case for e-commerce where the person who orders goods from the Licensee communicates its address to it for delivery and corrects it if necessary through the use of the Geographical Files to the exclusive benefit of the Licensee).

A meter must be installed by QAS Ltd This meter will allow QAS Ltd to then draw up the invoices depending on the number of addresses read by the Licensee.

#### 3.2.2.1.2. Complete use

The use of the Geographical Files is considered complete where it is not limited by the number of users or the number of addresses read. In this case, the Licensee is authorised to install the Geographical Files on:

- one or more independent workstations and/or
- a server accessible via an Intranet or Extranet network, and/or
- a server accessible via an Intranet network

Moreover, the Licensee is, in this case, authorised to install the Geographical Files on one or more computing sites by paying, if required, additional fees. Consequently, it is authorised to make copies of the Geographical Files with the purpose of undertaking this installation work. At the end of the installation work, the Licensee shall not keep any of the copies that it may have made in order to carry out the aforementioned installation. Finally, the Licensee may include the Geographical Files that it has transferred to its computing site within the context of security backups of the site made regularly. This authorised backup excludes the case or active and accessible mirroring as well as active and accessible load balancing on different sites.

#### **3.2.2.1. Use of Geographical Files in interactive mode on behalf of third parties**

The Geographical Files will be used for carrying out electronic processing of the address files and databases belonging to a third party or third parties which are customers of the Licensee. In this case, the Licensee is authorised to install the Geographical Files on a server accessible via the Internet network. This applies in particular to an ASP (Application Service Provider) or a Web Service which enables the Licensee to offer its customers the remote use of a software solution using the Geographical Files; these will be located exclusively on the Licensee's premises in accordance with article 3.2 of this contract.

Moreover, and subject to the payment of the corresponding fees, the use of the Geographical Files may be carried out on several of the Licensee's computing sites. Consequently, it is authorised to make copies of the Geographical Files with the purpose of undertaking this installation work. At the end of the installation work, the Licensee shall not keep any of the copies that it may have made in order to carry out the aforementioned installation. Finally, the Licensee may include the Geographical Files that it has transferred to its computing site within the context of security backups of the site made regularly. This authorised backup excludes the case of active and accessible mirroring as well as active and accessible load balancing on different sites.

A meter must be installed by QAS Ltd This meter will allow QAS Ltd to then draw up the invoices depending on the number of addresses read.

## **Article 4: Obligations of the Licensee**

### **4.1. Respect of La Poste's intellectual property rights and conditions of use of the Geographical Files**

#### **4.1.1. La Poste's rights regarding the Geographical Files**

The parties acknowledge that the Geographical Files constitute an original work and that La Poste maintains in this respect the ownership of them as its author in accordance with article L111-1 of the Intellectual Property Code.

Consequently, any infringement of La Poste's rights such as set out above constitutes a criminal offence of counterfeiting with sanctions under article L335-2 of the Intellectual Property Code.

Moreover the data relating to the geographical references contained in La Poste Geographical Files are protected by Law no. 98-536 of 1 July 1998 relating to databases and modified by Law no. 2007-1544 of 29 October 2007.

As the producer of the information contained in the Geographical Files, La Poste alone holds, pursuant to article L 324-1 of the Intellectual Property Code, rights to extract and reuse the totality or a part of the data contained in the Geographical Files.

Any infringement of one of these rights by the Licensee is penalised by article L 343-1 of the Intellectual Property Code.

Consequently, the use of the Geographical Files of which La Poste is the owner, is authorised only according to the conditions set out in this licence contract.

#### **4.1.2. Respect of La Poste's rights by the Licensee**

The Licensee undertakes to respect and to cause others to respect La Poste's intellectual property rights regarding the Geographical Files and not to go beyond the usage rights granted in article 3 of this contract. It is properly understood that this contract does not transfer to the Licensee any property right to the Geographical Files which remain the exclusive property of La Poste.

The Licensee shall ensure, under its responsibility, respect of La Poste's rights by the computer services provider to which, if applicable, it has given the responsibility of processing its files and databases according to the conditions described in article 3.2.1.1.

Likewise, the Licensee will ensure, under its responsibility, the respect of La Poste's rights by its personnel.

The Licensee is also responsible for the respect of La Poste's rights by the persons with whom it deals and who have access to the Geographical Files when these files are installed on a server accessible on Internet, Extranet and Intranet networks and which are used in interactive mode.

Consequently, the Licensee undertakes, in particular, not to:

- decompile, decode, or adapt all or part of the Geographical Files,
- copy all or part of the Geographical Files except in cases authorised in article 3 of this contract
- change or enrich the data contained in the Geographical Files with information of a similar kind coming from another source for whatever purpose,
- extract and transfer onto any medium and to disseminate by any means, give away the ownership, rent, sub-rent to third parties all or a part of the data contained in La Poste's Geographical Files either free of charge or for payment except in the cases described above where the aforementioned files are installed on a server installed on the Licensee's premises accessible via Intranet, Extranet and Internet networks set out in this contract.

This list is not exhaustive.

A certain number of intentional particularities have been included in the Geographical Files in such a way as to check that the use made by the Licensee of these Geographical Files is in accordance with the provision of article 3 of this contract. These intentional particularities have been registered with the Agency for the Protection of Programs. They do not interfere with the normal use of the Geographical Files nor the results obtained.

For this purpose, the Licensee guarantees that the electronic processing carried out using the Geographical Files will be in accordance with the provisions of the law no. 78.17 of 6 January 1978 relating to Electronic processing, Files and Freedoms.

#### **4.2. Audits**

Where the Licensee has a usage right to the Geographical Files limited by the number of users and where the software solution with which the aforementioned files are associated or integrated is not technically restricted, the Licensee shall be subject to audits carried out by the Redistributor. These audits will allow checks to be undertaken to verify the respect of the limited usage rights granted by the Redistributor.

#### **4.3. Obligation of destruction**

On termination of this licence contract (in the case, in particular of cancellation or at the end of the duration of this contract), the Licensee undertakes to destroy within eight (8) days following the end of the contractual period:

- all the copies of the Geographical Files that it has reproduced on any medium and/or any computing site.
- The backup copy of the Geographical Files located on physical media supplied by QAS Ltd

The Licensee undertakes to send QAS Ltd a sworn certificate stipulating that it has destroyed all the copies of the Geographical Files and that it is no longer in possession of any document that has been delivered to it by QAS Ltd as part of this contract.

#### **4.4. Payment of fees**

In return for the usage rights set out in this contract, the Licensee undertakes to pay QAS Ltd a fee.

#### **Article 5: Confidentiality**

The Licensee undertakes to keep as strictly confidential and not to divulge or reveal to third parties any of the information that it may have gathered either during the pre-contractual negotiations or during the execution of this contract.

All information of whatever kind, communicated by QAS Ltd or of which the Licensee may become a party due to the execution of this contract, is considered confidential. This concerns in particular the data contained in the Geographical Files.

The Licensee undertakes to limit the handling of the information considered as confidential above to approved persons for the strict purposes of the execution of the contract.