

General Terms and Conditions for the AddressDoctor® Web Services

§ 1 Scope

- 1.1 AddressDoctor GmbH (AddressDoctor) provides its services solely in accordance with the current version of the following General Terms and Conditions. The customer's general terms and conditions are not recognized by AddressDoctor and are hereby expressly rejected.
- 1.2 The following General Terms and Conditions are valid for the AddressDoctor Web Services as well as for any applications (Software) based on these Web Services such as

- AddressDoctor for Excel
- Data Quality Center
- Postal Code Lookup
- SAP IC Web Connector

Currently, the Web Services are available via the domain validator2.AddressDoctor.com. If the Web Services are accessed via another domain name or another IP-address or in any other way, these General Terms and Conditions still apply to the same extent.

- 1.3 If these General Terms and Conditions were not amended, the Customer enters into an Agreement with AddressDoctor based on these General Terms and Conditions at the time when the Web Services are accessed for the first time. If the customer registers online or purchases transactions online, these General Terms and Conditions are agreed to by entering the customer's name into an online form.

§ 2 Services offered by AddressDoctor

- 2.1 AddressDoctor offers access to several Web Services for processing and enrichment/enhancement of postal addresses via the Internet. Access to these services is possible via software developed by the customer or through Software provided by AddressDoctor as specified in 1.2 and 2.1.3.

2.1.1 Address cleansing and correction

AddressDoctor Web Services for address cleaning and correction are based on the AddressDoctor Software Libraries and Reference Databases. The Web Services offer the possibility to check postal addresses for correctness and completeness. Incorrect or incomplete addresses are corrected or completed by using the Software Libraries and Reference Databases where this is possible. Some Web Services provide suggestions for correction or completion if the input data is ambiguous.

2.1.2 Address enhancement

In addition to the service of address cleaning and correction, the AddressDoctor Web Services provide further services separately or in combination. The use of these services may require separate Conditions.

- Change of Address and deceased check: comparison of addresses (name, postal address) from the customer with movers and deceased databases.
 - Geocoding: Enrichment/enhancement of addresses with a geographic coordinates in the cartographic projection WGS 84 (World Geodetic System 1984).

2.1.3 AddressDoctor Software for accessing the Web Services

- AddressDoctor for Excel: The AddressDoctor for Excel Add-In is Software for Microsoft Excel developed by AddressDoctor that enables the processing of postal addresses stored in an Excel worksheet.

- Data Quality Center: The AddressDoctor Data Quality Center is a browser based Web application that not only allows correcting postal addresses but also offers identification of potential duplicates in an address file. To process the Customer's addresses, a file is uploaded by the Customer and stored on the AddressDoctor servers. The Data Quality Center offers a Data Audit. To provide the Data Audit, the Customer's data is analyzed and a report is generated. This audit may be free of charge, but AddressDoctor reserves the right to limit the number of audits per customer or the number of addresses analyzed per audit.
 - Postal Code Lookup: The Postal Code Lookup offers to complete incomplete address data input.
 - SAP IC Web Connector: The SAP IC Web Connector completes incomplete address data input, which can be copied to a SAP system.
- 2.2 The AddressDoctor is based on the AddressDoctor Software Libraries and the Postal Reference Database. The postal Reference Database is supplied by postal organizations from various countries or other third parties (mutually referred to as Data Suppliers). The database contains data from approximately 240 countries and territories. The data suppliers have authorized the use of their data with the AddressDoctor Software Libraries and Web Services. However, they have limited their liability to AddressDoctor with regards to completeness, correctness and up-to-dateness of their data. Most suppliers, nevertheless, endeavor to provide regular updates of their data. AddressDoctor also regularly updates the Reference Database that the Software Libraries and Web Services are based upon. In most cases the updates are performed monthly, provided new data is available. A current country list is accessible on the AddressDoctor Web Site www.addressdoctor.com
- 2.3 The Customer is granted a non-exclusive, non-transferable right, personally and materially limited to his business, to use any Software that may be provided to access the AddressDoctor Web Services and as specified in 1.2. This right shall be for the intended scope and for the duration of this Agreement. All intellectual property rights, copyrights and other rights shall remain with AddressDoctor.
- 2.4 AddressDoctor reserves the right to make improvements and changes to the Web Services and to the service interface at any time. Should a new interface be incompatible to an existing interface, AddressDoctor will support the existing interface for at least 3 months after the new interface was introduced.
- 2.5 In addition to the services provided under the domain name validator2.addressdoctor.com, AddressDoctor may offer additional systems for purposes of load balancing and system availability or may make further computer systems available as the case may be. AddressDoctor reserves the right to assign a customer to a specific system.
- 2.6 AddressDoctor strives to ensure the performance of the Web Services. As long as no special agreement has been made, AddressDoctor does not guarantee a specific performance or response time of the Web Service systems. The Customer acknowledges that the response time of the system also depends on the transmission speed of the Internet and the Internet access used by the customer. Any statements with regards to speed or processing times are of general nature unless anything else has been agreed to in writing.

§ 3 Usage rights and ownership of the postal reference data

- 3.1 The postal Reference Database described in 2.2 was partially provided to AddressDoctor by third parties in order to perform address correction. The rights to the postal reference data remain in all cases with the data suppliers.
- 3.2 The customer must not use the Web Services to systematically query the database in order to create a copy of the underlying postal Reference Database. The customer is only allowed to process his own addresses using the Web Services. In case of a breach of this clause, the customer already agrees to pay at least EUR 50000 in damages. It is the customer's obligation to prove that the actual damage was less.
- 3.3 The owners of the postal reference data are, amongst others

- Cendris
- Correios Portugal
- Correos de Chile
- Correos Espagna
- Media Post
- New Zealand Post Ltd.
- Österreichische Post
- Posta Romania
- Poste Italiane
- PSMA Australia Pty. Ltd.
- Royal Mail

- 3.4 In case of the services “Change of Address” and “deceased check”, the protection of personal data requires, where appropriate, the execution of separate contracts or the acceptance of Third Party’s Terms and Conditions by the customer.
- 3.5 In order to access the Web Services, the Customer receives an Account ID and a password. When using the Interactive or the FastCompletion Web Services (processing of a single address by means of a Web Service request), the customer may use multiple simultaneous connections (even from different computers) with the same Account ID. When using the Batch Web Service (automatic processing of multiple addresses by means of a Web Service request), the customer may use only one connection from one IP address at any one time. If the customer uses the Batch Web Services simultaneously from more than one computer, he already agrees that the transactions will be charged as if done via the Interactive Web Service.
- 3.6 Postal Code Lookup applications based on AddressDoctor Interactive/FastCompletion technology whereby the customer offers a service to its service recipients by telephone, mobile telephone, PDA, on the Internet or through other technical equivalents which allows a service recipient to obtain addresses or postal codes for such service recipient's own personal use, are prohibited.

§ 4 Payment, Payment due Date, Payment, Arrears

- 4.1 The charge for the access to the AddressDoctor Web Service system is based on transactions. The purchase of transactions is only possible for commercial users. A transaction comprises inter alia the validation, correction or completion of a single postal address. In case of Interactive and FastCompletion Web Services, a transaction may consist of more than one request to the AddressDoctor server. In case of Batch Web Services, each request will be considered as a transaction. Also when using the Batch Web Service a minimum of 10 transactions is charged for each request, even if only one address is transmitted with a request. In some cases the processing of a single address may require more than one transaction. The scope of a transaction is described in the price list and in the order form. In addition to the transactional charges, further charges may incur depending on requested services. These additional charges are specified in the current price list.

Web Service requests for address enhancements are charged in accordance with the terms of the respective service provider. Usage will be charged either based on the volume of requests or per enhanced address. Address enhancement will only be performed for addresses, which obtained a certain status code during the process of address cleaning and correction. Charges for address enhancements are to be paid in addition to the charges resulting from address cleaning and correction. The charges are specified in the price lists.

- 4.2 Transactions can be purchased
- a) by paying a quarterly basic fee and a fee per transaction (Pay-as-you-go). The basic fee per quarter will be billed in advance at the beginning of the respective quarter. The fees per transaction will be billed in addition at the end of the respective quarter.
 - b) by paying in advance. Prepaid transaction packages are available in various volumes with a duration of 12 months from the date of purchase

- 4.3 AddressDoctor may provide the customer with a certain number of free transactions for demonstration and test purposes. The customer agrees not to use the processed output that has been obtained by using the demo and test transactions for any production/commercial purposes. If this clause is not observed, the customer agrees to pay a fee of 10 times the price of the loaded transaction package. The price will be calculated based on the price list valid at the time of processing. The ownership of the input data remains with the customer.
- 4.4 The charges are stated in the price list valid at the time of the conclusion of the Agreement or in a separate addendum.
- 4.5 If a payment is due it must be made immediately upon receipt of the invoice and without deductions unless different payment terms have been agreed to by both parties. Should the customer delay payment, the prevailing laws shall apply. In this case AddressDoctor explicitly has the right to deny access to the Web Services.
- 4.6 AddressDoctor shall be entitled to adjust the amount of the charges defined in paragraph 4.2a. The customer will be notified via fax, mail or E-Mail. Should the customer fail to object to the price adjustment within a period of four weeks, the adjusted price shall apply, latest when the services described in Section 2 are used for the first time. AddressDoctor shall notify the customer of the consequences of failing to submit an objection to the price adjustment.
- 4.7 Objections to the amount of any invoice shall be submitted in writing within six weeks of receipt of the invoice. Failure to object within the prescribed period shall be construed as acceptance.

§ 5 Warranty

- 5.1 The parties agree that it is not possible to develop flawless software programs. The warranty does not cover defects caused by use other than that intended in the requirements.
- 5.2 AddressDoctor has compiled the Reference Database used for the corrections by using data obtained from third parties. In collating this data, AddressDoctor has applied the best possible care and made random checks to ensure correctness, completeness and validity of data. However, it may be possible that data records may be incorrect, incomplete or invalid. AddressDoctor accepts no warranty in this regard.
- 5.3 The Software Libraries used by AddressDoctor for the verification of postal addresses use fault tolerant methods and fuzzy matching algorithms. They can lead to faulty corrections or suggestions even if the input data is correct. It may be possible that an address is corrected incorrectly (false positive) or that an address that would be correctable is not corrected (false negative). The services for address enhancement can be based on third party services, which are checked randomly by AddressDoctor. The process of address enhancement or the underlying data may lead to incorrect or incomplete results. The customer explicitly acknowledges this fact and accepts all resulting consequences by using the services described in § 2.
- 5.4 AddressDoctor uses the services of a third party to monitor the availability of its systems. The current status of the system can be queried via a link provided on <http://validator2.AddressDoctor.com>. AddressDoctor shall remedy defects in its technical systems as quickly as possible within the scope of existing technical and operational possibilities. The customer agrees not to check the availability of the system himself by sending PINGs or empty requests. Further commitments regarding availability of the system beyond those mentioned in the price list require a separate written agreement.

§ 6 Non-disclosure and passwords

- 6.1 The parties to this agreement agree not to disclose any information regarding this agreement including prices and the fact that this agreement exists.
- 6.2 AddressDoctor provides the customer with an Account ID and at least one password to access the Web Services. The customer acknowledges that others, who gain access to this information, may use the AddressDoctor system. Therefore, the customer will keep this information confidential and

only allow access to those employees, contractors or agents who need to know about this agreement or need to use the system according to this agreement.

- 6.3 AddressDoctor offers SSL access to its Web Services in order to ensure that the Account ID and passwords are transmitted securely. If the customer does not use SSL encryption he bears all resulting risks.

§ 7 Liability

- 7.1 In the event of breach of duty which results from a failure to observe a contractual obligation on Address Doctor's side, AddressDoctor shall be liable in cases involving willful damage or gross negligence caused by itself, its legal representatives or its vicarious agents. Where the loss or damage incurred by the customer results from negligent failure on the part of AddressDoctor to observe a contractual obligation, AddressDoctor shall be liable where the breach involves a fundamental contractual obligation. The amount of liability shall be limited to the type of loss or damage which typically arises under contracts of this type and which AddressDoctor could reasonably be expected to have anticipated due to the known circumstances at the time of concluding the contract, but shall nevertheless be limited to a maximum amount of EUR 1000 per customer
- 7.2 AddressDoctor and its data suppliers shall not be liable to the customer for business shortfalls, loss of profit, indirect loss or damage, consequential loss or damage due to defects or third party claims, with the exception of claims arising as result of a breach of third party intellectual or industrial property rights.
- 7.3 The limited liability defined in section 2 shall not apply to loss or damage which arises due to willful damage, gross negligence, absence of warranted characteristics or a delay in performance.
- 7.4 AddressDoctor shall only be liable for loss or damage to data and programs and their recovery in cases where the loss or damage could not be avoided by appropriate preventive measures taken by the customer, in particular daily and correct back-up of all data and programs.
- 7.5 AddressDoctor shall only be liable for the completeness, correctness and validity of the third party data used for address cleaning, correction and enhancement within the framework of the above mentioned limitation of liability solely in the event of a breach of the obligation to take preventive measures as defined in paragraph 5.

§ 8 Termination

- 8.1 If payment is selected according to 4.2a each party can terminate the Agreement with the term mentioned in the price list valid at this time. If a payment according to 4.2b has been selected, the contract has duration of 12 months unless agreed otherwise.
- 8.2 AddressDoctor may terminate this agreement at any time if the Customer violates any clause of this agreement, especially if the Customer is in arrears with a payment.
- 8.3 Transactions made available to the customer for demonstration and testing purposes can be withdrawn or locked by AddressDoctor without warning, with immediate effect and at any given time .

§ 9 Data Protection and third party rights

- 9.1 In the event of AddressDoctor temporarily storing personal data, this shall be done solely in the necessary quantity and period required in order to perform the contractual requirements and to prove performance of the contractual requirements. An exception to this clause is the storage according to section 2.1.3.
- 9.2 The parties shall observe the provisions of the German Federal Data Protection Act or the European Data Protection 95/46/EC (*Official Journal of the European Communities of 23 November 1995 No L. 281 p. 31*) if applicable and one or more addresses from the European Union were processed via

the AddressDoctor Web Services or if personal data of European Union citizens were processed by the customer. Databases used for address enhancements or correction may be subject to separate data protection clauses. As the case may be, these separate data protection clauses need to be signed or accepted by the customer. It will be available to the customer online or it will be sent to him.

- 9.3. If requested and if the customer processes UK addresses within AddressDoctor Web Services, he agrees that he shall promptly refer queries relating to the data protection to Royal Mail, Commissioner or any other British law enforcement authority any.

§ 10 Final clauses

- 10.1 If one or more addresses from the United Kingdom were processed by the customer, the customer acknowledges on base of this contract Royal Mail to directly enforce all terms against the customer relating to the postal reference data. Employees and representatives of Royal Mail are authorized to inspect applicable accounting and data records at the customer's site during general business hours and after adequate advanced notice in order to control the compliance with clauses concerning Royal Mail's data.
- 10.2 The agreement contains any and all agreements made by the parties; supplemental agreements have not been made.
- 10.3 Any and all amendments and additions to this agreement require the written form. This also applies to a waiver of this clause.
- 10.4 Should one or more of the provisions of this agreement be or become invalid, all other terms and conditions shall remain in full force and effect. The invalid provision shall be replaced with one that meets as closely as possible the original intent of the invalid provision.
- 10.5 The contractual relationship between the parties shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 10.6 The place of jurisdiction, given that the customer is a business, for all disputes arising from or in connection with this agreement is Ludwigshafen, Germany

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