LICENCE AGREEMENT
concerning the use of the Universal POST*CODE DataBase

between

the **UNIVERSAL POSTAL UNION**, an intergovernmental organization and specialized agency of the United Nations represented by the Director General of its International Bureau and having its headquarters at Weltpoststrasse 4, 3015 Berne, Switzerland (hereinafter the "UPU");

and

Company name, a company established under the laws of name of country represented by its Title of a person signing the license and with main offices at Company address (hereinafter the "Licensee").

The UPU and the Licensee may also be individually referred to as "Party", or collectively as "Parties".

The Parties hereby agree to this licence agreement and its exhibits (hereinafter collectively the "Agreement") as follows:

I. PURPOSE OF THE LICENCE

1. The following data of the Universal POST*CODE DataBase (hereinafter the "Universal POST*CODE DataBase Data") are subject to this Agreement:

- **XXXXX option, Standard Package**[1]

1.2. Countries whose data in the Universal POST*CODE DataBase format are subject to specific conditions of access (see exhibits):

❒	Argentina	❒	France	❒	Norway
❒	Austria	❒	Germany	❒	Singapore
❒	Belgium	❒	Italy	❒	United Kingdom
❒	Brazil	❒	Netherlands	❒	United States of America
❒	Canada	❒	New Zealand		

II. TERMS AND CONDITIONS OF USE

1. The Licensee shall be entitled to use Universal POST*CODE DataBase Data according to the following terms and conditions:

1.1. Type of use

- Address verification and correction for internal purposes of the Licensee;
- Internal use; and
- Database cleansing.

1.2. Locations/servers/workstations/computers

1.2.1. The Licensee shall be entitled to use Universal POST*CODE DataBase Data on all servers/computers/workstations installed at its main offices specified above. In this regard, the Licensee shall use Universal POST*CODE DataBase Data for testing and development purposes into its internal software tools.

[1] Excluding the comprehensive data sets of countries whose data are subject to specific conditions of access.

1.3. Incorporation of data

1.3.1. The Licensee shall be entitled to incorporate Universal POST*CODE DataBase Data:

- ❒ Into its internal software tools.
- ❒ Other

III. LICENCE FEE

The initial license fee, applicable solely for the period between the date of entry into force of this Agreement and ending on 31 December 2025 under the terms and conditions of this Agreement, shall be shall be **X,XXX.00CHF (Swiss Francs) for the XXXX option**, payable annually on a pro rata basis.

IV. ANNUAL LICENCE FEE (UPON EXPIRY OF THE INITIAL PERIOD)

Upon expiry of the initial period, the annual licence fee for the Universal POST*CODE Database Data, under the terms and conditions of this Agreement, shall be be **X,XXX.00CHF (Swiss Francs) for the XXX option** with automatic annual renewals thereafter unless terminated in accordance with the Agreement.

V. EXHIBITS

1. The following exhibits shall form part of this Agreement:

- Exhibit 1 – General conditions for use of the Universal POST*CODE DataBase Data;
- Exhibit 2 – Countries and territories whose data may be provided by the UPU;
- Exhibit 3 – Universal POST*CODE DataBase – Description of files;

2. In case of any conflict or inconsistency between the main text of this Agreement and its exhibits, the provisions of the main text of the Agreement (including any amendments thereto) shall prevail. In case of any conflict or inconsistency between the exhibits, the interpretation shall be based on the order of priority defined above (e.g. Exhibit 1 shall prevail in the case of a discrepancy between Exhibit 1 and Exhibit 2).

VI. ENTRY INTO FORCE AND DURATION

This Agreement shall enter into force on the last date of its signature by the Parties and remain in effect until 31 December 2025 (Initial Period), without prejudice to the possibility of further successive renewals as outlined in article 10.2 of Exhibit 1.

VII. CONFIDENTIALITY

The Parties agree to maintain the terms and conditions of this Agreement in strict confidence, including but not limited to preventing their disclosure to third parties and other entities and persons not expressly authorised by this Agreement. A Party shall not, without the other Party's written consent, use any information regarding this Agreement for any purpose other than participation in discussions associated with this Agreement or, as the case may be, further contractual negotiations related thereto. Notwithstanding the foregoing, the Licensee agrees that, in line with general principles of transparency established by the United Nations, the UPU shall be entitled to publicly disclose, discuss, communicate

and report on the terms of this Agreement to the relevant bodies of the UPU, their members and the UPU member countries, as deemed necessary by the UPU.

VII.. MISCELLANEOUS

1. This Agreement shall constitute the entire agreement between the Parties and supersede any and all other previous agreements, arrangements and/or understandings, whether written or oral, between the Parties in relation to its subject matter.

2. Nothing in or relating to this Agreement shall be deemed as a waiver, expressed or implied, of any of the privileges and immunities enjoyed by the UPU.

In witness whereof, the duly authorized representatives of the Parties have signed this Agreement in two (2) originals in the English language, one for each Party.

On behalf of the UPU:	On behalf of the Licensee:
Place and date	Place and date
_____	_____
Masahiko METOKI	Name
Director General	Title