



*From anywhere... to anyone*

**CANADA POST  
NEW ADDRESS LIST  
ANNUAL LICENSE AGREEMENT**

**Agreement permitting one time use of CANADA POST Monthly New Address List**

**This agreement ("Agreement") is made**

**Between**

\_\_\_\_\_ ("Licensee"), a corporation incorporated under the laws of \_\_\_\_\_, with its address for notice for the purposes of this Agreement as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**and**

Canada Post Corporation ("Canada Post"), a corporation incorporated under the laws of Canada, with its address for notice for the purposes of this Agreement as follows:

**DATA PRODUCTS AND SERVICES  
CANADA POST CORPORATION  
2701 RIVERSIDE DR SUITE N0671  
OTTAWA ON K1A 0B1  
CANADA**

**FACSIMILE: 1-613-734-6208**

**Recitals**

- A. Licensee wishes to arrange for a copy of one or more Canada Post Monthly New Address List Files, as selected by licensee in Schedule A, the Licensing Schedule from Canada Post's Monthly New Address List for one time use of the 12 Monthly files (hereinafter referred to as the "List"), to be provided to the Authorized Third Party Processor identified in Schedule B.,
- B. Subject to the terms and conditions set out in this Agreement, Canada Post is prepared
- (a) to deliver a monthly copy of the List to the Authorized Third Party Processor at the Third Party Processor's address set out in Schedule B to use for the purposes described in this Agreement and the agreement of the Authorized Third Party Processor to the terms set out in Schedule B,
  - (b) to grant Licensee a limited license during and for the annual license of Monthly New Address Lists commencing on the date this Agreement is signed by the last of Licensee, Canada Post and the Authorized Third Party Processor (such date being the effective date of this Agreement and such period being the "License Period") and to sublicense the Third Party Processor to use the Select CANADA POST Data for the purposes of addressing mail,
  - (c) to grant licensee New Address List monthly for 12 consecutive months for ONE TIME USE ONLY during the License Period, Licensee shall have the right to distribute a single direct-mail promotion to each address from the monthly New Address List one time during the 90 day period commencing on the date of receiving the monthly update, and
- C. It is expressly understood and agreed that all mailing lists rented by the Licensee during the annual license are supplied as a confidential service for a ONE-TIME USE ONLY and use ONLY for direct mail promotion of your product or service, and not for any other purpose(s), during the 90 day period set out in Recital (C), and remain the property of Canada Post. Second or subsequent contacts, cannot be made without authorization from Canada Post.

**Therefore in consideration of the grant of the License and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensee and Canada Post agree as follows:**

**1. LICENSE.** Canada Post hereby grants to the licensee a personal non-exclusive and non-transferable license to use the List solely in accordance with terms and conditions of this Agreement (the "License").

**2. LICENSE FEE.** In consideration of the grant of the License, Licensee agrees to pay the fee specified in Schedule A, the List Rental Schedule, plus applicable taxes within 15 days immediately following receipt of an invoice issued by Canada Post. Late payments shall be subject to a late payment fee of 1.5% per month (18% per annum) unless otherwise specified on the invoice. Licensee acknowledges that Canada Post shall not be required to refund any amount paid by Company as a license fee under any circumstances.

**3. SAFEGUARDING THE LIST.** Licensee is responsible for safeguarding the list at all times from being used or reproduced in any way contrary to the limited license rights granted herein. Licensee may use an Authorized Third Party Processor and licensees authorized vendors for the purpose of addressing mail, so long as they are advised of the limitations set forth in this Agreement. Licensee is responsible for compliance by any other parties with this Agreement.

**4. PERMITTED APPLICATIONS.** The license granted herein is strictly limited to use of the 12 Monthly List files during the 90 Day Licensing Period as described in Recital (C) for a ONE TIME USE ONLY and only for the purpose of promoting by mail the licensee's product or service. The Authorized Third Party Processor may not make the List available to any other person or entity except for the purpose of addressing mail without the express written consent of Canada Post. Except as permitted herein, Authorized Third Party Processor may not distribute, redistribute, re-sell or release any of the information contained in the List. Without limiting the generality of the foregoing, the Licensee shall not use the List or any of the data contained therein to set up or maintain any direct marketing, telemarketing or mailing lists. Immediately following the termination of the License or the Licensee's use of the List within the 90 day period set out in Recital (C) to deliver the Offer, the Authorized Third Party Processor and licensees authorized vendors used for producing Addressed Admail™ using the List on behalf of the Licensee, at its own expense, shall destroy the List and all copies thereof and will certify such destruction in writing if requested to do so by Canada Post. The List will be provided in the context of a single mailing to occur within 90 days of receipt of the monthly list that must meet all of the requirements specified in the Customer's Addressed Admail™ Agreement.

**5. TRADE MARKS.** Licensee acknowledges that nothing in this Agreement shall be interpreted as granting any license to Licensee to use any of Canada Post's trade-marks or logos and any such use by Licensee is expressly prohibited. Licensee shall not, in any promotional material, depict stamps, mailboxes or other items used in Canada Post's operations and that are primarily associated with Canada Post.

**6. PROPRIETARY RIGHTS.** The information used to produce the List is compiled by Canada Post. Each compilation of information is subject to copyright which is owned by Canada Post and constitutes valuable proprietary and confidential information which is subject to legal protection as trade secrets and under copyright laws. Licensee shall not de-compile or reverse assemble the said List or otherwise attempt to reveal the proprietary techniques and structures used therein, and shall not duplicate, transfer, sell or in any manner commercially exploit the List or any accompanying documentation. Each list will be seeded with control addresses to ensure compliance with these terms and conditions.

**7. NO WARRANTIES.** Canada Post does not warrant that the Licensee's use of the List will be uninterrupted or error free, or that the results obtained from using the List will be successful, or accurate, or will satisfy the Licensee's requirements. Canada Post does not make any representation as to the completeness of any information contained in the List. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CANADA POST DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE LIST AND, IN PARTICULAR AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**8. LIMITATION OF LIABILITY AND INDEMNIFICATION.** Canada Post shall not be liable for any damage or loss that Licensee may suffer or incur as a result of use of the List whether resulting from a defect or error in the Canada Post data file

containing the List or otherwise. Without limiting the generality of the preceding sentence, the Licensee agrees that Canada Post shall not be liable for any damage to data or programs, or any direct, indirect, special, incidental or consequential damages (including, but not limited to, loss of profit, revenues, and savings) even if Canada Post knew or should have known of the possibility of such damages.

**9. TERMINATION.** The license granted under this Licensing Agreement will terminate automatically, without notice to Licensee, if Licensee uses the List for any other purpose than addressing mail, (b) Licensee does not comply with the terms and conditions of this Licensing Agreement, (c) Licensee becomes bankrupt or insolvent, or files any proposal or makes any assignment for the benefit of creditors, (d) a receiver is appointed for any of the property of Licensee, or (e) an order is made for the winding-up of Licensee, or if the Licensee fails to make payment of any amount due. Upon termination of the license, the Authorized Third Party Processor and vendors used for producing Addressed Admail™ using the List on behalf of the Licensee, at its own expense, shall destroy the List and all copies thereof and will certify such destruction in writing if requested to do so by Canada Post.

**10. GENERAL TERMS and INTERPRETATION.** (a) Any question concerning the validity, construction, interpretation or performance of this Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. (b) Any change to the terms and conditions of this Agreement must be in writing and signed by the authorized representatives of both parties. No course of conduct nor any delay by either party in exercising any of its rights under this Agreement shall waive such rights, or modify this Agreement in any manner. (c) Licensee shall not sell, transfer or assign its rights hereunder or part thereof to a third party without Canada Post’s express written consent, which may be withheld at Canada Post’s sole discretion. Canada Post shall be free to sell, transfer or assign its rights hereunder or part thereof upon written notice to Licensee. (d) In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable, it shall not affect any other provision of this Agreement and this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein. (e) This agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. The parties agree that this agreement may be executed by either party and forwarded to the other by facsimile transmission and the receipt of the executed agreement by the receiving party shall bind the sending party to the terms of this agreement.

Licensee acknowledges having read the foregoing terms and conditions of the License, agrees that all such terms and conditions are reasonable and necessary for the protection of Canada Post, and agrees to be bound by all such terms and conditions.

<hr/>	<b>CANADA POST CORPORATION</b>
<b>Company Name</b>	
<hr/>	<hr/>
<b>Signature</b>	<b>Signature</b>
	<b>Stephen O’Brien</b>
<hr/>	<hr/>
<b>(Please print name)</b>	<b>(Please print name)</b>
	<b>Director, Data Products and Services</b>
<hr/>	<hr/>
<b>Title</b>	<b>Title</b>
<hr/>	<hr/>
<b>Date</b>	<b>Date</b>

## SCHEDULE A – LICENSING SCHEDULE

### 1.0 CANADA POST NEW ADDRESS LIST

- a) **Instructions to Company:** Please review the License Fees Table below and check the type(s) of New Address List Files that you wish to license for a period of 12 months.

#### **LICENSING FEES (Effective January 1, 2010)**

Select	Annual 12 Month List Rental Fee*	Annual Most Recent Month List Rental Fee*
National	<input type="checkbox"/> \$121,000	<input type="checkbox"/> \$12,000
Ontario	<input type="checkbox"/> \$46,875	<input type="checkbox"/> \$4,700
Quebec	<input type="checkbox"/> \$43,850	<input type="checkbox"/> \$4,400
British Columbia	<input type="checkbox"/> \$16,650	<input type="checkbox"/> \$1,675
Alberta	<input type="checkbox"/> \$22,700	<input type="checkbox"/> \$2,275
Prairies	<input type="checkbox"/> \$7,575	<input type="checkbox"/> \$750
Atlantic	<input type="checkbox"/> \$13,625	<input type="checkbox"/> \$1,375

\* plus applicable taxes

### 2.0 LICENSING FEES PAYABLE BY LICENSEE

- (a) **Licensing Fees:** Licensee shall pay the applicable license fees as described in the above Licensing Fees Table along with applicable taxes to Canada Post within fifteen (15) days from the invoice date issued by Canada Post.

#### **NOTE:**

**Fees are calculated on a cumulative basis.** This means that, if Licensee indicates to Canada Post that it intends to license more than 1 select during the License Period, the total amount of licensing fees owed to Canada Post will be calculated on the amount of selects chosen, for example, if licensee selects Annual License for 12 Month Data for Ontario, Quebec and British Columbia the fee will be calculated as follows: \$46,875 + \$43,850 + \$16,650 = \$107,375.

- (c) Canada Post shall have the discretion to charge, and Licensee agrees to pay, interest on the licensing fees that are not paid by midnight on the date on which they are due. Interest charged shall be calculated
- (i) at a rate equal to 1½% per month (18.0% per annum), and
  - (ii) from the date when the outstanding licensing fees are due until the licensing fees and the interest on the licensing fees are paid in full.
- (d) With respect to the licensing fees to be paid by Licensee, Licensee shall remit such licensing fees to the return address shown on the Canada Post invoice.

## SCHEDULE B – AUTHORIZED THIRD PARTY PROCESSOR AGREEMENT

This Authorized Third Party Processor Agreement is made and entered into as of \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ ("Processor"), a corporation incorporated under the laws of \_\_\_\_\_, and Canada Post Corporation (referred to as "Canada Post"), a corporation incorporated under the laws of Canada.

Licensee has asked Canada Post for authorization to allow Processor to process the Canada Post New Address List for Licensee; and Processor desires to be authorized to receive and to process exclusively at the Processor location specified below the Canada Post New Address List for Licensee.

**In consideration for the authorization provided for herein, Canada Post and Processor mutually agree as follows:**

1. Processor acknowledges that the Canada Post New Address List that will be provided to Processor is and shall at all times remain the exclusive property of Canada Post.
2. Processor agrees that the Canada Post New Address List shall only be used for the benefit of the Licensee (but in no event disclosed to the licensee), for the direct mail promotion of the Licensee's product or service. Processor agrees not to use, reproduce, publish, disclose, distribute, display or transmit any of the Canada Post New Address List, except for the purpose set out herein.
3. Processor agrees to keep the Canada Post New Address List separate from all other databases or information in its possession, and not to use or permit use of the Canada Post New Address List to modify or enhance any other database. Processor shall protect the Canada Post New Address List from any unauthorized use, publication or disclosure by its agents, employees, or others. Each list will be seeded with control addresses to ensure compliance with these terms and conditions.
4. Processor shall take security measures to prevent the unauthorized duplication, distribution or use of the List and to preserve the confidentiality thereof. Processor shall not allow any unauthorized person to have access to the List at any time. Processor shall advise Canada Post, upon request, of the names of Processor locations, employees or agents who have access to the List. Processor acknowledges that its duty of confidentiality survives the termination of this Agreement.
5. Canada Post shall not be liable for any damage or loss that Processor may suffer or incur as a result of use of the List whether resulting from a defect or error in the Canada Post data file containing the List or otherwise. Without limiting the generality of the preceding sentence, Processor agrees that Canada Post shall not be liable for any damage to data or programs, or any direct, indirect, special, incidental or consequential damages (including, but not limited to, loss of profit, revenues, and savings) even if Canada Post knew or should have known of the possibility of such damages.
6. Upon the expiration of Licensee's authorization to use the Canada Post New Address List, the Processor shall (i) ensure that all copies of the Canada Post New Address List are deleted from its computers; (ii) cease any and all use of the Canada Post New Address List.

	<b>Third Party Processor:</b>	<b>Licensee:</b>
<b>Company Name:</b>		
<b>Contact Name:</b>		
<b>Address:</b> (street address/city/prov/postal)		
<b>Phone /Fax Number:</b>		
<b>Email Address:</b>		

Canada Post hereby authorizes Licensee to allow Processor to access, use and process the Canada Post New Address List for Licensee's sole use and benefit, pursuant to the terms of the Agreement between Licensee and Canada Post

\_\_\_\_\_  
**Third Party Processor: Company Name**

**CANADA POST CORPORATION**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print name**

**Stephen O'Brien**  
**Print name**

\_\_\_\_\_  
**Title**

**Director, Data Products and Services**  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**