

Exhibit 1 – General Conditions for Use of the Universal POST*CODE® DataBase

1 Applicability and legal status of the Parties

- 1.1 The Universal Postal Union (hereinafter the "UPU") and the Licensee are each also referred to as "Party" or collectively as "Parties" hereunder.
- 2.1 These General Conditions, together with the Licence Agreement, shall form part of any offer forwarded by the UPU and shall govern the conclusion, content and execution of any agreement concerning the use of the **Universal POST*CODE® DataBase** for private and/or corporate purposes.
- 1.3 By accepting the offer in writing, the Licensee shall be deemed to have accepted these General Conditions.
- 1.4 The UPU may unilaterally amend these General Conditions and the price list with binding effect for all Licensees. The amended version shall enter into force on the date notified in writing to the Licensee, which date shall be notified at least thirty (30) calendar days in advance.
- 1.5 The conclusion of a Licence Agreement or any other written commitment between the Parties shall not represent, and shall in no way imply, a partnership, joint venture or employment between the Parties, or an authorization for either Party to act as the agent or representative of the other.
- 1.6 Pursuant to the UPU Constitution, the Agreement on Privileges and Immunities of the United Nations, the Convention on the Privileges and Immunities of the Specialised Agencies, as well as any other conventions and laws granting and/or recognizing such privileges, immunities and facilities for the UPU and its officials, the UPU has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes.

2 Offer

- 2.1 The offer shall be binding for sixty (60) days from the date of its issue by the UPU.
- 2.2 Conclusion of the Agreement shall be subject to written acceptance of the offer and receipt by the UPU of payment of the initial licensing fee within the period of validity of the offer.
- 2.3 The delivery time shall be one week after receipt by the UPU of the formal acceptance of the offer and of payment of the initial licensing fee.

3 Licence

- 3.1 The Licensee shall have a non-exclusive right to use the copy of the **Universal POST*CODE® DataBase** supplied by the UPU for use in conjunction with Licensee's international postal coding computer programs and other databases, all in accordance with the terms and conditions set forth in the Licence Agreement.
- 3.2 The right of use shall comprise all the rights needed for address processing operations, in particular the right to access addresses, to verify addresses and, if applicable, to correct them or enhance them in accordance with the terms and conditions set forth in the Licence Agreement.
- 3.3 If the number of users, installations or copies, or the integration into commercial software, goes beyond the use initially agreed according to the Licence Agreement, the Licensee

shall immediately inform the UPU. The Licence Agreement shall then be adapted in line with the new use. This adaptation shall take the form of an amendment and shall be billed as an addition from the day on which the new use commences. When the licence includes development, the Licensee shall limit the number of internal users and copies of the **Universal POST*CODE® DataBase** made by the Licensee for research and development purposes to the minimum required to perform the necessary research and development tasks.

- 3.4 The licence may not be transferred without the prior written consent of the UPU. Any authorized transfer shall be governed by the terms and conditions of the Licence Agreement. The Licensee may in no event transfer, assign, rent, lease, sell or otherwise dispose of the **Universal POST*CODE® DataBase** on a temporary or permanent basis without the prior written consent of the UPU.

4 Ownership of the Universal POST*CODE® DataBase

- 4.1 The Licensee shall own the media on which the **Universal POST*CODE® DataBase** is originally recorded.
- 4.2 The UPU shall retain full title to and exclusive ownership of the **Universal POST*CODE® DataBase** recorded on the original media and all subsequent copies produced, regardless of the form or media in or on which the original and other copies may exist.
- 4.3 The Licence Agreement shall in no way constitute a sale or assignment of the **Universal POST*CODE® DataBase** or of any copy thereof.

5 Copyright; protection of the database

- 5.1 The **Universal POST*CODE® DataBase** and the accompanying materials shall be protected by copyright and as a database. Any unauthorized copying, modification, merger or inclusion with any other software and/or set of data shall be expressly forbidden, unless explicitly permitted by the Licence Agreement.
- 5.2 The Licensee shall have an obligation to protect the **Universal POST*CODE® DataBase** against any use which is not allowed under the Licence Agreement (e.g. copying and excerpts of data).
- 5.3 The Licensee may be held legally responsible for any copyright infringement caused or encouraged by its failure to abide by the terms of the Licence Agreement. Subject to these restrictions, the Licensee shall be allowed to make one copy of the **Universal POST*CODE® DataBase** for backup purposes.

6 Updates

- 6.1 The **Universal POST*CODE® DataBase** shall be regularly updated by the UPU (approximately every three months), subject to the availability of data from national postal organizations. The Licensee acknowledges that approximate delivery dates are required because dispatch and delivery may be delayed several working days for reasons beyond the UPU's control. All deliveries shall consist of the entire updated version of the database.

7 Warranty

- 7.1 The data formatted, compiled and regularly updated in the **Universal POST*CODE® DataBase** shall be originally provided by the national postal organizations, their affiliates, partners and/or related organizations. The countries whose data may be originally provided by the UPU are listed in Exhibit 2, which specifies whether that data is subject to specific conditions of access. The data shall originally have the characteristics described in Exhibit 3 (**Universal POST*CODE® DataBase – Description of files**). The UPU reserves the exclusive right to, in its reasonable sole discretion, alter the characteristics of the **Universal POST*CODE® DataBase** from those set out in Exhibit 3 and shall give as much prior written notice to the Licensee of such changes as is reasonably practical.
- 7.2 If, for reasons beyond the Licensee's control, the number of countries for which data is provided, as listed in Exhibit 2, decreases significantly, in both Parties' reasonable determination, the Licensee may, as its sole and exclusive remedy for such material change, but only after consultation with the UPU, without delay terminate the Licence Agreement and the General Conditions.
- 7.3 If the characteristics of the **Universal POST*CODE® DataBase** are altered from those set out in Exhibit 3, and such alterations result, in both Parties' reasonable determination, in a substantively less commercially viable database, the Licensee, after consultation with the UPU, may without delay terminate the Licence Agreement and the General Conditions.
- 7.4 The **Universal POST*CODE® DataBase** and accompanying materials shall be provided "as is". The UPU shall not give any guarantee or certification or make any representation regarding the use of the **Universal POST*CODE® DataBase** or written materials.
- 7.5 By formatting, compiling and updating the data contained in the **Universal POST*CODE® DataBase**, the UPU has done its utmost to ensure that the information contained therein is correct and current at the time of its publication. The UPU shall accept no responsibility for any error or defect therein. The UPU shall not be liable for any loss or damage arising from the use of or reliance on any information contained in the database.
- 7.6 The UPU shall warrant the media used for the **Universal POST*CODE® DataBase** under normal use and service for a period of thirty (30) days from the date of delivery (as evidenced by the date of the confirmation of delivery).
- 7.7 The UPU's liability and respectively the Licensee's warranty rights shall be limited to replacement of the database, if the

latter does not meet the UPU's warranty and is returned to the UPU or to the distributor within the warranty period (as evidenced by the postmark date).

- 7.8 If failure of the **Universal POST*CODE® DataBase** results from accident, abuse or misapplication, the UPU shall not be obliged to replace it.
- 7.9 Any replacement of the **Universal POST*CODE® DataBase** shall be warranted for the remainder of the original warranty period.

8 Use

- 8.1 The UPU shall have the right, at any time, to verify by any measures considered appropriate whether the terms and conditions of use stipulated in the Licence Agreement are respected by the Licensee.

9 Binding effect, successors and assignment

- 9.1 The Licence Agreement shall not in any way create a joint venture or a similar relationship between the Parties. The Licensee shall not act or attempt to act, or represent itself, directly or by implication, as an agent of the UPU, or in any manner assume or create or attempt to assume or create any obligations as a representative of or on behalf of the UPU.
- 9.2 The Licensee shall expressly recognize that it may not validly assign or transfer all or any part of the rights pursuant to this Agreement without the UPU's prior written consent. The latter shall not be unreasonably withheld.

10 Duration and termination

- 10.1 The Agreement shall be concluded for an initial period defined in the Licence Agreement.
- 10.2 Unless terminated, it shall be extended on an annual basis (calendar year).
- 10.3 Termination shall be notified in writing to the other Party at least three months before the annual renewal date (31 December). The termination of the Agreement at the renewal date owing to non-payment is reserved.
- 10.4 Neither Party shall be liable to the other Party for any loss or damage arising from the termination of this Agreement.
- 10.5 The Licensee shall cease using the **Universal POST*CODE® DataBase** immediately upon effective termination of the Licence Agreement. Immediately after that date, the Licensee shall delete the **Universal POST*CODE® DataBase** data in its entirety and confirm this deletion in writing to the UPU.
- 10.6 In case of early termination of the Licence Agreement and the General Conditions, there is no refund of the initial or annual licensing fee.

11 Price, billing and payment

- 11.1 The licensing fee for the initial period (initial licensing fee) shall be in the form of a lump sum set out in the Licence Agreement. It shall be calculated on the basis of the period of validity of the offer and a probable dispatch date.
- 11.2 The annual licensing fee shall also be in the form of a lump sum set out in the Licence Agreement. It shall remain valid

unless there is a change in price, notified to the Licensee at least four months before the annual renewal date (31 December). Any modification of the conditions of access to specific country data shall be notified to the Licensee at least four months before entry into force. Neither Party shall be liable to the other Party for any loss or damage arising from a change in price.

11.3 Bills other than the initial one shall be payable in advance within the period shown on the bill.

11.4 The first annual delivery of the **Universal POST*CODE® DataBase** shall be dispatched approximately five weeks after payment has been received by the UPU.

11.5 If payment is not made, the Agreement shall be automatically terminated without further formality upon the renewal date.

12 Penalties

12.1 Should the Licensee fail to comply with one of the contractual obligations, it shall be required to pay a penalty of 50,000 CHF for each breach of the Agreement in addition to the licensing fees evaded. The right to seek additional damages is reserved.

13 Force majeure

13.1 The Parties shall be freed from any liability in case of force majeure.

13.2 Force majeure refers to any circumstance beyond the control of the Parties, such as natural disasters, acts of terrorism, acts of war, government acts, fires, floods, epidemics, quarantine restrictions, industrial strikes and embargoes.

14 Bankruptcy or insolvency

14.1 In case of proven bankruptcy or insolvency of the Licensee, or if the Licensee is placed under supervision owing to insolvency, the UPU may terminate the Agreement with immediate effect, without prejudice to other rights.

15 Language

15.1 Subject to other contractual provisions, all preparatory documents relating to the execution of the Agreement, as well as all written communications in relation to the Agreement or the execution thereof, shall be written in English or French.

16 Amendments

16.1 Any exhibit or amendment to this Agreement, or any other agreement related to this Agreement shall be made in writing. Except in the case of adaptation to a new use, any amendment shall not enter into force until it has been signed by both Parties.

17 Overriding clause

17.1 In case of conflict or divergence between these General Conditions and any other document forming part of the Agreement, the present General Conditions shall take precedence unless there is express exemption (with specific reference to the relevant clause of the General Conditions).

18 Safeguard clause

18.1 If any provision of the Agreement is struck down or modified or limited by action of a court, government or other international authority having jurisdiction over the Parties and the Agreement, the remaining provisions of the Agreement shall remain in full force, provided that the essential elements of the Agreement can be fulfilled notwithstanding this decision. If a court or other authority finds any provision of this Agreement to be in violation of any applicable law or regulation, the Parties shall agree to modify or limit such provision to effect compliance without striking such provision.

19 Use of the UPU name, emblem or official seal; trademark

19.1 Subject to prior written authorization by the UPU, the Licensee, its affiliates, agents, employees and subcontractors shall not make public in any way the fact that they are cooperating and/or have cooperated with the UPU, or use the name, emblem or official seal of the UPU or any abbreviation of the name of the Universal Postal Union in connection with their activities for advertising purposes or for any other purposes. The Licensee shall take all reasonable steps to ensure compliance with this provision by its affiliates, agents, employees, subcontractors and customers. This obligation shall not lapse upon termination of the Agreement.

19.2 Use of the name, emblem or official seal of the UPU shall not be authorized by the UPU for commercial products or services.

19.3 Use of the name, emblem or official seal of the UPU may be authorized only for non-commercial purposes and if the following cumulative conditions are complied with: a) this use is in the interests of the UPU and its members; b) the UPU is concerned by the activities; c) the UPU maintains control of the activities carried out under its name, emblem or official seal. In particular, this control shall involve the UPU's right to supervise, modify or correct any publication project.

19.4 If required, the terms and conditions of authorization shall be set forth in an exhibit to the Licence Agreement.

19.5 Use of the **POST*CODE®** trademark may be authorized by the UPU for commercial products or services. **POST*CODE®** is a registered trademark of the UPU.

19.6 If required, the terms and conditions of the licence governing the **POST*CODE®** trademark shall be set forth in an exhibit to the Licence Agreement.

20 Settlement of disputes

20.1 Amicable settlement: The Parties shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Agreement or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

20.2 Arbitration:

20.2.1 Any dispute, controversy or claim between the Parties arising out of the Agreement or the breach, termination, or invalidity

thereof, unless settled amicably under Article 20.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining.

20.2.2 The number of arbitrators shall be one. If the Parties are unable to designate an arbitrator within thirty (30) days of receipt of a proposal for designation of an arbitrator, the arbitrator shall, at the request of one of the Parties, be appointed by the President of the Permanent Court of Arbitration in the Hague, the Netherlands. The substantive law applicable shall be Swiss law. The arbitrator's ruling shall be final and binding.

20.3 No appeal to a court or other jurisdiction shall be permitted.

20.4 The place of arbitration shall be Berne and the language English or French.

21 Privileges and immunities of the UPU

21.1 Nothing in or relating to these General Conditions shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the UPU.