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## Canada Post Corporation – Minimum Protective Terms

1. Client acknowledges that the Services include data acquired by Provider from Canada Post Corporation (the “**Canada Post Data**”). The Client acknowledges that Canada Post Corporation is owner of the Copyright in the Canada Post Data.

With respect to the Canada Post Data included in the Services, Provider has been granted rights to use and copy the Canada Post Data for the purposes of creating the Provider software products, provided that the Canada Post Data is not extractible from the Provider software products. Client may not extract or attempt to extract Canada Post Data from the Provider software products. Client is not authorized to use or distribute the Canada Post Data for any purpose other than as a component of the Provider software products.

2. (a) Client acknowledges and agrees that if it develops any product that uses data originally sourced from Canada Post Data, which is intended to be used for:

- (i) validating or correcting address data for the purpose of producing a statement of accuracy,
- (ii) presorting addressed mail, or
- (iii) preparing unaddressed mail by householder count for delivery,

Client has no right to use or distribute such a product or to offer any services in relation to such a product unless Client has a then current right to do so under a software evaluation and recognition program agreement with Canada Post Corporation or, in the case of the use in item (iii), unless Client notifies the user of the product in writing that the user must use householder count data that meets Canada Post Corporation’s requirements for currency at the time the unaddressed mail is deposited with Canada Post Corporation for delivery.

(b) Client agrees that it will include provisions in its license agreements for products using any Canada Post Data or data originally sourced from Canada Post Data to the effect of section 2(a) but with the necessary changes to make the provision applicable to the party receiving the data.

3. Client will include the following statement, in both English and French, in the license agreements and/or terms of use accompanying all products distributed by Client containing Canada Post Data or data originally sourced from Canada Post Data. Where the product includes software, Client shall ensure that the statement is included on the start-up screen, if any:

"This **[Insert appropriate reference to medium, i.e. diskette, tape, etc.]** contains Postal Code<sup>OM</sup> Data copied under license from Canada Post Corporation. The Canada Post Corporation file from which this data was copied is dated **[Insert date].**"

**"[Indiquez le support approprié, c'est-à-dire «Cette disquette», « Cette bande magnétique», etc.]** contient des données qui ont été reproduites avec l'autorisation de la Société canadienne des postes. Le fichier de la Société canadienne des postes d'où proviennent ces données est daté du **[Insérez la date].**"

4. Client agrees:
  - (a) not to distribute any product containing Canada Post Data or data originally sourced from Canada Post Data until Client has put in place safeguards to reduce the risk of “data scraping” or “bulk downloads of data”; and
  - (b) not to allow public access through the internet to a stand-alone Postal Code look-up tool whose purpose is to retrieve the postal code associated with a given address.
5. Client acknowledges that the Provider software products and the Canada Post Data contained therein is licensed to Client on an "as is" basis without warranty of any kind, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.
6. Canada Post Corporation shall not be liable loss or damage, whether direct or indirect, which may result from Client’s use or possession of the Canada Post Data, even if Canada Post Corporation knew of the possibility of such damages.
7. Client shall indemnify and save harmless Canada Post Corporation and its respective officers, employees and agents from and against any claim, demand or action irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of Client's possession or use of the Canada Post Data.

*(updated Sept 05-2015)*