



# Experian (Data Quality)

Supplier Terms and Conditions for G-Cloud: Version 2  
(May 2019)

## Experian (Data Quality) – Supplier Terms and Conditions for G-Cloud: Version 2

### **SUPPLIER TERMS FOR THE PROVISION OF PRODUCTS AND SERVICES via G-CLOUD – EXPERIAN (DATA QUALITY) (“SUPPLIER TERMS AND CONDITIONS”)**

#### **SUPPLIER TERMS AND CONDITIONS**

##### **Acknowledgements**

1. The Effective Date and/or Commencement Date specified in the Quotation or Order Form.
2. The Experian Materials and/or Services set out in the Order Form are licensed on a “single legal entity” basis. Only the End-User’s licensed employees, individual contractors or Outsource Agents shall have access to, and use, the Experian Materials and/or Services for the direct benefit of that single legal entity. Should any other third party, subsidiary or other legal entity require access to the Experian Materials and/or Services You will contact Experian (Data Quality) promptly and be responsible for payment of any additional fees, including third party data royalties (from the date of use by that third party).
3. The following words and expressions shall have the following meanings:  
  
“Per Terminal User those Data Sets specified as such on Experian’s website at [www.edq.com/uk/standard-terms-and-conditions-and-policies](http://www.edq.com/uk/standard-terms-and-conditions-and-policies) or such other url as we Data Set” notify you from time to time;  
  
“User”
  - (a) an individual authorised to use the Experian Materials and/or Services; or
  - (b) where you use the Experian Materials and/or Services by means of fully automated use of those Experian Materials and/or Services, the device used for that purpose is a User; or
  - (c) where you use a Per Terminal User Data Set, an individual work station or terminal or handheld or other portable device authorised to access the Data Set is a User;

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## SECTION A: CORE TERMS

The Core Terms shall always apply.

### 1. PRIMARY OBLIGATIONS AND WARRANTIES

- 1.1. Experian shall:
  - 1.1.1. provide the Services in accordance with the Specification;
  - 1.1.2. use all reasonable care and skill in the performance of the Services;
  - 1.1.3. use all reasonable care and skill in the collection and collation of any data on which the Services are based or which is comprised within the Services; and
  - 1.1.4. only use personnel in the provision of the relevant Services who are suitably qualified.
- 1.2. You shall provide Experian with any information or assistance which the parties have agreed that You shall provide in order for Experian to perform its obligations under this Agreement, and shall use all reasonable endeavours to ensure that any such information (including Your Data) provided to Experian is complete, accurate and in the agreed format.
- 1.3. You shall be responsible for installing the Experian Materials and Experian Data (as applicable).
- 1.4. Each of the parties shall:
  - 1.4.1. Where there is a Project Timetable, use all reasonable endeavours to perform its obligations under this Agreement in accordance with the Project Timetable; and  
ensure that its personnel, whilst on the premises of the other party, comply with that party's reasonable requirements governing security and health and safety as have been notified to it.
- 1.5. Each party warrants that:
  - 1.5.1. it has the full power and authority to enter into this Agreement;
  - 1.5.2. it has obtained and will continue to hold all necessary licences, consents, permits and agreements required for it to comply with its obligations under this Agreement and for the grant of rights to the other party under this Agreement; and
  - 1.5.3. the use by the other party as permitted by this Agreement of any information, data, software, documentation, scorecards and/or services which it provides to the other party shall not infringe any third party Intellectual Property Rights in the Territory.
- 1.6. The warranties expressly set out in this Agreement are the only warranties that each party gives to the other in respect of the subject matter of this Agreement. All other warranties, representations or terms of equivalent effect that might be implied by law are excluded to the extent permitted by law.

### 2. TERM

- 2.1. This Agreement shall commence on the Commencement Date and, subject to the provisions for early termination set out in this Agreement, shall continue until terminated by either party serving on the other not less than 90 days' prior written notice of termination to expire on the last day of the Initial Term or any subsequent anniversary of that date.
- 2.2. You are required to provide 90 days' prior written notice in the event that you wish to reduce the quantity of Experian Materials as stipulated in the Quotation, including but not limited to a reduction in the number of users.
- 2.3. If this Agreement relates to Agreed Units being made available to You as set out in the Quotation, Your entitlement to use these Agreed Units shall (unless otherwise stated in the Quotation) expire on the last day of the Initial Term irrespective of whether all of the Agreed Units have been used by You and without any obligation on Experian's part to provide any refund for unused Agreed Units.
- 2.4. If this Agreement relates wholly to Agreed Units being made available to You then notwithstanding Clause 2.1 this Agreement shall end upon the first to occur of:

- 2.4.1. all of the Agreed Units having been used by You; and
- 2.4.2. the last day of the Initial Term.

### 3. PAYMENTS AND INVOICING

- 3.1. You shall pay the fees set out in and/or referred to in the Quotation. All sums are exclusive of VAT or any other similar sales or turnover tax (if applicable); such taxes shall be payable on the same payment terms as apply to the sums to which the taxes relate.
- 3.2. All invoices are payable in cleared funds within 30 days after the date of invoice. If any fee payable by You to Experian is not paid by its due date, Experian shall be entitled to charge a late payment charge in respect of the overdue amount at 2% above Barclays Bank plc's base rate from time to time. This charge will accrue on a daily basis from the due date up to the date of actual payment, after as well as before judgment. In addition, Experian shall, on giving written notice to You, be entitled to suspend provision of the Services with immediate effect until the overdue amount is paid in full,
- 3.3. Experian shall be entitled to notify You in writing at least 120 days before the Renewal Date of any increase to the Renewal Fee in accordance with Clause 3.4 and/or 3.5, and such increased Renewal Fee shall apply in place of that originally set out in the Quotation unless this Agreement has been terminated prior to the Renewal Date.
- 3.4. If any third party licensor of a Data Set or Third Party Software provider imposes any increase in royalties, Experian shall be entitled to increase the Renewal Fee by the amount of any and all such increase(s) in royalties.
- 3.5. All sums referred to in this Agreement are exclusive of VAT or any other similar sales or turnover tax (if applicable); such taxes shall be payable on the same payment terms as apply to the sums to which the taxes relate.
- 3.6. Experian shall be entitled to increase the Renewal Fee by such percentage as is equal to the percentage increase in the Relevant Index for the most recent period of 12 months ending on 31<sup>st</sup> March prior to the Renewal Date.

### 4. NATURE AND USE OF THE SERVICES

- 4.1. Experian's services are not intended to be used as the sole basis for any business decision, nor to relieve the Client of its obligation to comply with its own obligations under Applicable Law. Experian Data is based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for Experian to guarantee. Experian's services also involve models and techniques based on statistical analysis, probability and predictive behaviour. You acknowledge that it is prudent to use, and it is responsible for using, the Services as one of a number of factors in its decision-making process, and for determining those other factors. Therefore, Experian will be liable if it fails to comply with its obligation under Clause 1.1.2 but Experian is not able to accept any other liability for:
  - 4.1.1. any inaccuracy, incompleteness or other error in the Experian Data which arises as a result of data provided to Experian by the Client or any third party; or
  - 4.1.2. any failure of the Services to achieve any particular result for You.
- 4.2. You agree that You will:-
  - 4.2.1. use the Services and/or Experian Materials provided under this Agreement for the Permitted Purpose only and in accordance with any Documentation and ensure that all personnel who use the Services are Your employees, temporary employees or individual contractors;
  - 4.2.2. if use of the Services is restricted to certain of Your products, applications and/or business divisions and/or territories as specified in the Quotation, only use the Services in connection with those products and/or applications and/or within those divisions and/or territories;
  - 4.2.3. only use any software comprised within the Services on computer equipment complying with such minimum specification as may be agreed by the parties in writing, or in the absence of agreement as may reasonably be specified by Experian;
  - 4.2.4. not sell, transfer, sub-licence, distribute, commercially exploit or otherwise make available to, or allow use of

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for the benefit of, any third party any of Services, and/or Experian Materials provided under this Agreement except as specifically permitted in Clause 4.2.1;

- 4.2.5. not (and will not allow a third party to) copy, adapt, alter, modify, reverse engineer, decompile or otherwise interfere with any Experian Materials provided under this Agreement without Experian's prior written consent except as permitted by law and provided that You are permitted to retain a copy of the Services for the purposes of load balancing, back up and disaster recovery only;
- 4.2.6. only use any software comprised within the Experian Materials (where applicable) on equipment owned, operated or controlled by You at premises owned and/or used by You, or on such other site as may be agreed by the parties from time to time in writing;
- 4.2.7. not allow any third party to amend, modify or otherwise alter the Services without Experian's prior written consent;
- 4.2.8. only take such copies of the Experian Materials as are reasonably required for the use of the Experian Materials in accordance with this Agreement.

## 5. COMPLIANCE AND AUDIT

- 5.1. Each party shall in connection with the provision or use of the Services (as appropriate) comply with all Applicable Laws which are applicable to that party.
- 5.2. Each party shall permit the other or their nominated third party auditor (on reasonable notice and during normal working hours) and (save where the party being audited is, or is reasonably suspected of being, in material breach of this Agreement) no more than once per Contract Year) to audit the first party's compliance with its obligations under this Agreement in relation to the use of any software, data or other materials. If wither party wishes to carry out an additional audit in any Contract Year, it shall reimburse the party being audited for any costs reasonably and properly incurred in connection with supporting such additional audit. The party carrying out the audit shall:
  - 5.2.1. observe the other party's procedures relating to the protection of confidential information about any customers or customers of the other party; and
  - 5.2.2. take all reasonable steps to minimise disruption to the other party's business during such audit.
- 5.3. You shall not copy, interfere with and/or use in any unauthorised way any User Access Device provided by Experian.
- 5.4. It is Your responsibility to inform Experian of any unauthorised use and/or disclosure of any User Access Device so that Experian can suspend or disable that User Access Device as appropriate. You shall remain liable for any and all fees for the Services incurred in connection with the use of any User Access Device, until You have informed Experian.
- 5.5. Each party will cooperate and share information with the other as reasonably necessary from time to time (including in circumstances where the parties may individually or collectively have caused detriment to end consumers) to ensure that both parties discharge their regulatory obligations, and in order to help achieve positive consumer outcomes.
- 5.6. Without prejudice to the general obligations under Clause 5.1, each of the parties shall in connection with this Agreement:
  - 5.6.1. comply with the Anti-Corruption Requirements and the Anti-Slavery Requirements;
  - 5.6.2. not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017, a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.
- 5.7. Each party shall have and shall maintain in pace throughout the Term its own policies and procedures to ensure compliance with Clause 5.9, including adequate procedures under the Bribery Act 2010, and will enforce them where appropriate.
- 5.8. Each party shall promptly report to the other:

- 5.8.1. any request or demand for any undue financial or other advantage of any kind received in connection with this Agreement;
- 5.8.2. any slavery or human trafficking in a supply chain which has a connection with this Agreement;
- 5.8.3. any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Agreement.

## 6. CONFIDENTIALITY

- 6.1. Each party shall, in respect of the Confidential Information for which it is the recipient:
  - 6.1.1. keep the Confidential Information strictly confidential and not use or disclose any part of such Confidential Information to any person except as permitted by or as required for the performance of the recipient's obligations under this Agreement;
  - 6.1.2. take all reasonable steps to prevent unauthorised access to the Confidential Information.
- 6.2. Each party may disclose Confidential Information for which it is the recipient to, and allow its use in accordance with this Agreement by, the following (as long as the conditions of Clause 6.3 are met) and provided that it shall procure that any party to whom it discloses Confidential Information shall observe the restrictions in this Clause 6:
  - 6.2.1. employees and officers of the recipient who necessarily require it as a consequence of the performance of the recipient's obligations under this Agreement;
  - 6.2.2. the recipient's auditors and professional advisors solely for the purposes of providing professional advice and any other persons or bodies having a legal right or duty to have access to, or knowledge of, the Confidential Information in connection with the business of the recipient;
  - 6.2.3. the recipient's Group Companies for reasonable reporting purposes;
  - 6.2.4. (in the case of Experian being the recipient), agents and sub-contractors of Experian who necessarily require it as a consequence of the performance of Experian's obligations under this Agreement.
- 6.3. As a condition of the rights set out in Clause 6.2, the party wishing to exercise the rights must:
  - 6.3.1. ensure that any person to whom it discloses Confidential Information is under an obligation of confidentiality which is substantially the same as set out in this Clause 6 in relation to such Confidential Information; and
  - 6.3.2. procure that such persons observe the restrictions in this Clause 6.
- 6.4. The restrictions in Clause 6.1 do not apply to any information to the extent that it:
  - 6.4.1. is or comes within the public domain other than through a breach of Clause 6.1; or
  - 6.4.2. is in the recipient's possession (with full right to disclose) before receipt from the other party; or
  - 6.4.3. is lawfully received from a third party (with full right to disclose); or
  - 6.4.4. is independently developed by the recipient without access to or use of the Confidential Information of the disclosing party; or
  - 6.4.5. is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body (or in accordance with the rules of any recognised stock exchange).
- 6.5. The parties acknowledge that from time to time the parties may discuss the provision of additional and/ or new products and services by Experian to You and/or that Experian may bid to provide new products and/ or services to You (whether as part of a formal tender process or not). In such circumstances the parties agree that:



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- 6.5.1. the terms of this Clause 6 shall apply to any such discussions or bid and any ideas and output developed as part of those discussions and/ or bid;
- 6.5.2. references in this Clause 6 to a recipient's obligations and the purposes of this Agreement shall be deemed to refer to the assessment of the provision of goods/services by Experian to You; and
- 6.5.3. the recipient shall return to the other party all materials containing the other party's Confidential Information immediately upon demand by the other party.
- 6.6. Where Experian processes Personal Data contained within Your Data, the terms of Clause 20 shall govern such processing and Personal Data within Your Data shall not therefore be considered Confidential Information for the purposes of this Clause 6.
- ## 7. SOFTWARE WARRANTY AND SUPPORT
- 7.1. Experian warrant that the Experian Programs will conform to any description specified in the Documentation, subject to the Experian Programs being used in accordance with this Agreement and the Documentation. If You notify Experian that any Experian Program has failed to comply with this warranty, Experian will (as Your sole remedy in respect of such failure) as soon as reasonably practicable replace the relevant Experian Programs with software programs which do comply.
- 7.2. Experian will provide technical support services in relation to any of the Services in accordance with Experian's published UK&I Support Policy from time to time, provided that:
- 7.2.1. if You have acquired any software from an Experian business partner which includes Services, that partner shall be responsible for providing first line support;
- 7.2.2. if any such software is proprietary Third Party Software, Experian shall not be liable for any failure to provide support in accordance with the UK&I Support Policy to the extent that this is caused by any failure of the relevant third party;
- 7.2.3. when the Services have had a "Last Ship Date" set, as defined in the End Of Service Life Policy, technical support services shall be provided in line with the End of Service Life Policy.
- ## 8. INTELLECTUAL PROPERTY RIGHTS AND LICENCE
- 8.1. All Intellectual Property Rights in Your Materials will remain vested in You (or Your relevant licensors) and to the extent that any rights in such materials vest in Experian by operation of law, Experian hereby assigns such rights to You.
- 8.2. All Intellectual Property Rights in the Experian Data and the Experian Materials will remain vested in Experian (or Experian's relevant licensors) and to the extent that any rights in such data or materials vest in You by operation of law, You hereby assign such rights to Experian.
- 8.3. Each Party:
- 8.3.1. acknowledges and agrees that it shall not acquire or claim any title to any of the other party's Intellectual Property Rights (or those of the other party's licensors) by virtue of the rights granted to it under this Agreement or through its use of such Intellectual Property Rights;
- 8.3.2. agrees that it will not, at any time, do, or omit to do, anything which is likely to prejudice the other party's ownership (or other party's licensors' ownership) of such Intellectual Property Rights; and
- 8.3.3. agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the materials of the other party and agrees to incorporate any such proprietary markings in any copies it takes of such materials.
- 8.4. You grant Experian a royalty free, non-exclusive, non-transferable licence to use (and copy) Your Data in order to:
- 8.4.1. perform this Agreement; and
- 8.4.2. comply with any requests made to Experian under statute and/or regulation.
- 8.5. Experian grants to You a non-exclusive, non-transferrable licence to use the Services for the Permitted Purpose on the terms of and for the duration of this Agreement. By using the Services, You agree to comply with the terms of this Agreement.
- 8.6. If any of the Services are licensed on a user, copy, application or transaction basis, and a number of users, copies, applications or transactions stated in the Quotation is exceeded, You shall notify Experian and shall become liable to pay increased licence fees on the basis of the increased number of users, copies, applications or transactions from the date when such permitted use is exceeded.
- 8.7. If at any time the parties agree to vary the basis on which You are using any of the Services by:
- 8.7.1. varying the number of permitted users;
- 8.7.2. increasing the number of permitted transactions;
- 8.7.3. upgrading the Experian Programs;
- 8.7.4. including additional Data Sets; and/or
- 8.7.5. changing the location, application, equipment or operating environment which applies to the Services in question.
- 8.8. Any such variation shall be recorded in a supplementary Quotation and following payment by You of any agreed charges, this Agreement shall be amended to incorporate the provisions of such supplementary Quotation.
- 8.9. If the number of permitted users, transactions or Data Sets increases, You shall not be entitled to renew this Agreement in respect of those additional permitted users, transactions or Data Sets only.
- 8.10. If, in Experian's judgment, there has been a significant decrease of the number Your permitted users and/or permitted transactions, Experian reserves the right to renegotiate the fees and vary this Agreement.
- 8.11. The Renewal Fee shall be contingent upon the renewal of all of the Services purchased in the previous Contract Year, save for any Services made available for a development period as outlined in Clause 8.12.
- 8.12. If the Quotation identifies that any of the Services are to be made available for a development period, You shall not use (or allow use of) those Services for any commercial purposes during that period, and shall not allow use of those Services by more than the permitted number of users during that period.
- ## 9. THIRD PARTY CLAIMS
- 9.1. Subject to Clause 9.2, each party shall fully indemnify the other party against:
- 9.1.1. any amounts paid by the indemnified party to any third party as a result of or in connection with any claim which that third party brings against the indemnified party alleging that its Intellectual Property Rights are infringed by the provision by the indemnifying party to the indemnified party of the indemnifying party's Materials or the use of the indemnifying party's Materials by the indemnified party as permitted by the terms of this Agreement; and
- 9.1.2. any associated legal expenses reasonably and properly incurred.
- 9.2. The indemnities in Clauses 9.1 shall not apply to the extent that any claim arises as a result of use of any infringing Materials supplied or developed by the indemnified party, and are subject to the indemnified party:
- 9.2.1. notifying the indemnifying party promptly on becoming aware of any matter or claim to which the indemnity might relate;
- 9.2.2. not making any admission, settlement or payment in respect of such matter or claim, other than a payment made pursuant to a court order, without the prior written consent of the indemnifying party (such consent not to be unreasonably withheld or delayed); and
- 9.2.3. allowing the indemnifying party, where appropriate, to appoint legal advisers of its choice and to conduct and/or settle negotiations and/or proceedings relating to such matter or claim and the indemnified party shall comply with the indemnifying party's reasonable requests in the conduct of any such negotiations and/or proceedings.

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9.3. If any claims are made, or in Experian's reasonable opinion are likely to be made, by any third party alleging that its Intellectual Property Rights are infringed by Your use of the Experian Materials as permitted by the terms of this Agreement, Experian may at its sole option and expense:

- 9.3.1. procure for You the right to continue using the relevant Experian Materials (or any part of them) in accordance with the terms of this Agreement; and/or
- 9.3.2. modify the relevant Experian Materials to avoid the infringement or replace the relevant Experian Materials with non-infringing materials, whilst still providing the same, or substantially similar, functionality to the infringing materials.

### 10. LIMITS ON LIABILITY

10.1. Neither party excludes or limits its liability to the other for any of the following (and nothing in this Agreement shall be construed as excluding or limiting such liability):

- 10.1.1. for breach of its obligations under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
- 10.1.2. for personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors;
- 10.1.3. for breach of Clause 6;
- 10.1.4. (in Your case) for any intentional breach of Clause 4.2.4;
- 10.1.5. for any matter which it would be illegal for that party to exclude and/or limit, or attempt to exclude and/or limit, its liability; or
- 10.1.6. for that party's fraudulent misrepresentation.

10.2. The liability of each party to the other (whether in contract, negligence, breach of statutory duty or under any indemnity or otherwise) in respect of any claims for the damage to or loss of tangible property (excluding claims for loss or corruption of, or damage to, data contained on any tangible media) shall be limited to £1 million per claim or series of claims arising from any one incident.

10.3. Except as provided in Clauses 10.1, 10.2 and 10.4, the liability of each party to the other in respect of any claims (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) brought under or in connection with this Agreement shall be limited as follows:

- 10.3.1. for all claims arising in the first Contract Year, liability shall be limited in aggregate to the Initial Contract Value;
- 10.3.2. for all claims arising in any subsequent Contract Year liability shall be limited in aggregate to the fees (excluding VAT) paid or payable by You to Experian under this Agreement in the previous Contract Year.

10.4. The limitations in Clause 10.3 shall:

- 10.4.1. not apply to the indemnities given under Clause 9.1;
- 10.4.2. not apply to any liability of either party under Clause 21.5;
- 10.4.3. not apply to any liability of You in relation to any failure to comply with any Data Set licence or Third Party Software terms referred to in Clause 12.4; and
- 10.4.4. be in addition to Your obligations to pay the fees and charges under this Agreement.

10.5. Subject to Clause 10.1, neither party shall be liable to the other (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:

- 10.5.1. any indirect or consequential loss;
- 10.5.2. the following types of financial loss: loss of profits; loss of earnings; loss of business or goodwill; even if that party had notice of the possibility of the other party incurring such losses; or
- 10.5.3. the following types of anticipated or incidental losses: loss of anticipated savings; increase in bad debt; failure to reduce bad debt; even if that party had notice of the possibility of the other party incurring such losses.

### 11. TERMINATION

11.1. Either party shall be entitled to terminate this Agreement immediately by serving written notice on the other party in the following circumstances:

- 11.1.1. if the other party commits a material breach of any of its obligations under this Agreement which is not capable of remedy; or
- 11.1.2. if the other party commits a material breach of any of its obligations under this Agreement which is not remedied within 28 days after receipt of a notice from the party not in breach specifying the breach, requiring its remedy and making clear that failure to remedy may result in termination; or

- 11.1.3. if the other party has passed a resolution for its winding up or is subject to a petition presented to any court for its winding-up (save, in either case, for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is the subject of an application for administration, filed at any court, or is dissolved or declared bankrupt, or has a receiver, administrator or administrative receiver appointed over all or part of its assets, or enters into an arrangement with its creditors, or suspends or threatens to suspend payment of its debts within the meaning of section 123 Insolvency Act 1986, or ceases to trade or takes or suffers any similar action;

- 11.1.4. (in the case of termination by Experian only and subject to Clause 11.2) if Experian loses the right to distribute any Data Set or Third Party Software as contemplated by this Agreement, or (subject to Experian giving You not less than 12 months' prior written notice) if Experian decides to discontinue the provision of any Data Set or Third Party Software.

- 11.1.5. upon becoming aware at any time that the other party is on an applicable sanction list maintained by such sanction bodies as apply to the party giving notice (Notifying Party), and that such listing prevents or materially affects the Notifying Party's ability to (as applicable) provide or receive the Services or give or receive payment.

- 11.1.6. where a Change in Law renders some or all of the activities of a party in connection with this Agreement illegal or unlawful and no action that party could reasonably be expected to take can make such activities legal and lawful.

11.2. If Experian terminates the provision of any Data Set or Third Party Software under Clause 11.1.4, or You terminate the provision of any Data Set or Third Party Software under Clause 12.4, Experian shall refund to You on a pro rata basis the amount of any fee paid in advance which relates to use of the relevant terminated Data Set or Third Party Software during any period following termination.

11.3. Termination of this Agreement (or of any element of it) shall not affect any rights, obligations or liabilities of either party:

- 11.3.1. which have accrued before termination;
- 11.3.2. or which are intended to continue to have effect beyond termination.

Your entitlement to use the Services shall cease on termination of this Agreement.

11.4. Upon termination of this Agreement (or any element of it) and subject to Clause 11.5:

- 11.4.1. the parties shall each promptly return the Confidential Information of the other party to its owner;
- 11.4.2. You shall, at Experian's request either return any Experian Materials to Experian or destroy such materials and, if destroyed, provide a certificate stating that such materials have been destroyed; and
- 11.4.3. Experian shall promptly return any of Your Materials and/or Your Data to You on request.

11.5. The obligations under Clause 11.4 shall not apply where it is necessary to retain any of Confidential Information, Experian Materials or Client Materials to exercise any rights granted under this Agreement and which are intended to survive termination of this Agreement and/or to the extent that retention is required by law or any applicable governmental or regulatory authority, for audit requirements or handling of any consumer complaints, or where

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electronic records have been automatically backed up to a backup or recovery system in the ordinary course of business for disaster recovery purposes. The terms of this Agreement (including Clause 6 and Clause 20) shall continue to apply to any information or materials retained.

- 11.6. The licences granted by Experian under this Agreement will automatically expire on termination of this Agreement for any reason and You shall, other than set out in Clause 11.4, cease to use all of the Experian Materials.

## 12. DATA SET UPDATES AND THIRD PARTY TERMS

- 12.1. Experian will provide You with Data Set Updates of Data Sets and New Releases of the Experian Programs (which do not include upgrades to Experian Programs which Experian identifies as New Versions) in accordance with Experian's policy in relation to the same from time to time and the End of Service Life Policy. You shall install all such Data Set Updates and New Releases as soon as reasonably practicable in order to not affect Experian's ability to offer technical support services as specified in Clause 7.2.
- 12.2. New Versions will be made available by agreement and unless otherwise agreed will be subject to an additional charge.
- 12.3. New Versions, New Releases and Data Set Updates made available to You shall (unless otherwise agreed) be subject to the provisions of this Agreement as if they formed part of the original Services.
- 12.4. You shall comply with any relevant Data Set licence or Third Party Software terms imposed on Experian by a third party licensor in relation to a Data Set or Third Party Software as notified to You by Experian or as made available on the Experian website at <https://www.edq.com/uk/standard-terms-and-conditions-and-policies/> (or such other URL as Experian informs You of from time to time). If at any time during the term of this Agreement, any such Data Set licence or Third Party Software terms change, Experian will notify You, and You shall be entitled to terminate the use of any Data Set or Third Party Software materially and adversely affected by the change by notice in writing to Experian, in which case Clause 11.2 shall apply.
- 12.5. If the Quotation indicates that You are not being charged royalties in respect of any Data Set as a result of You having a direct contractual relationship with a third party licensor of Experian for that Data Set, You shall indemnify Experian against any claim for unpaid royalties made against Experian by such third party licensor as result of the use by You of such Data Set.
- 12.6. If the Quotation indicates that any Outsource Agent is to have access to or manage any of the Services on Your behalf the following terms shall apply:

- 12.6.1. the Outsource Agent shall have access to the relevant Services on Your behalf only and for no other purpose;
- 12.6.2. any employees, temporary employees or individual contractors of the Outsource Agent making use of the Services shall count as Your users for licensing purposes;
- 12.6.3. You shall procure that the Outsource Agent and its employees, temporary employees or individual contractors comply with all relevant provisions of this Agreement; and
- 12.6.4. Experian will accept payment by the Outsource Agent on Your behalf for the fees payable in relation to the Services where payment is made in accordance with the provisions of this Agreement, but You shall remain fully liable to Experian for all other amounts payable under this Agreement.

## 13. FORCE MAJEURE

- 13.1. Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure.
- 13.2. If the Force Majeure persists for a period of more than 28 days or more, the party not claiming Force Majeure may give notice to the other to terminate this Agreement with effect from a date specified in the notice without penalty or other liability (except for any liability on You to pay accrued fees).

## 14. ASSIGNMENT AND SUBCONTRACTING

- 14.1. Except as provided in Clause 14.2, neither party may assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of these things, or sub-contract any or all of its obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 14.2. Experian shall be entitled to sub-contract any or all of its obligations under this Agreement to a sub-contractor but by doing so, Experian shall be responsible for the acts and omissions of the sub-contractor to the same extent as if it had carried out the obligations itself pursuant to this Agreement.

## 15. SEVERANCE

- 15.1. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 15.2. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

## 16. NOTICES

- 16.1. Any notices to be sent by one party to the other in connection with this Agreement except for the service of Court proceedings shall be in writing and shall be sent by special delivery post (or equivalent service offered by the postal service from time to time) to either the addresses of each party as set out on the Agreement or to the registered office addresses of each party (and in the case of notices sent to Experian, with a copy to Experian's Legal Department). Experian may provide notice under Clause 3.3 by email.
- 16.2. Notices shall be deemed to have been duly given two clear days after the date of posting.
- 16.3. If either party notifies the other party of a change to its details for the purposes of Clause 16.1, such notification shall only be effective on the date specified in such notice or seven days after notice is given, whichever is later.

## 17. GENERAL

- 17.1. Either party may make a public announcement about this Agreement or any commercial relationship between the parties, subject always to getting the prior written consent of the other party. Use of the name or any other registered trade mark of the other party shall not be used without the prior written consent of the other party.
- 17.2. If either party fails to exercise a right or remedy that it has or which arises in relation to this Agreement, such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.
- 17.3. A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provision. Any waiver of a breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Agreement.
- 17.4. This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England. The English courts shall have exclusive jurisdiction over any claim or matter which may arise out of or in connection with this Agreement.
- 17.5. Variations of this Agreement shall not be effective unless recorded in writing signed by the parties. Variations in electronic form shall not count as variations recorded in writing.
- 17.6. Neither party may assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of these things, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 17.7. This Agreement sets out all the terms agreed between the parties relating to the subject matter of this Agreement and supersedes any previous agreement between the parties (whether oral or



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- written) relating to the same subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any warranty or representation (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this Clause shall limit or exclude any liability for fraudulent misrepresentations.
- 17.8. Subject to any contrary provision in any Data Set licence or Third Party Software terms referred to in Clause 12.4, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.
- 17.9. Each party shall, at the reasonable request and cost of the other party, do whatever is reasonably required to give the other party the full benefit of all the provisions of this Agreement.
- 17.10. Nothing in this Agreement is intended to, or shall, operate to:
- 17.10.1. create a partnership or joint venture of any kind between You and Experian;
  - 17.10.2. authorise either party to act as agent for the other party;
  - 17.10.3. authorise either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.
- 17.11. In this Agreement:
- 17.11.1. any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
  - 17.11.2. references to Clauses are to the clauses of the particular section of these Terms and Conditions in which they appear, unless reference is made to another set of Experian terms and conditions.
  - 17.11.3. the singular includes the plural and vice versa;
  - 17.11.4. the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
  - 17.11.5. where any matter is to be agreed, such agreement must be recorded in writing; and
  - 17.11.6. wherever the words “including”, “include”, “includes” or “included” are used they shall be deemed to be followed by the words “without limitation” unless the context otherwise requires.
- 17.12. The contents of the Quotation shall prevail over the contents of these Terms and Conditions to the extent of any conflict or inconsistency, save that the obligations on Your part in relation to any Data Set or Third Party Software shall prevail over all other terms.

## SECTION B: DATA AND MATERIALS TERMS

These terms relating to data and materials are supplemental to the Core Terms and apply only if either party is providing data to the other party.

### 18. PROVISION OF DATA AND MATERIALS

- 18.1. Experian grants You (subject to Clauses 4.2 and 11.5 a non-exclusive, non-transferable licence to use any Experian Materials provided as part of the Services in the Territory for the Permitted Purpose on any licence terms identified in the Quotation. The licence granted under this Clause is made separately in respect of each individual element of the Experian Materials and commences on the day that each element of the Experian Materials is first made available to You.

### 19. YOUR OBLIGATIONS

- 19.1. In addition to the obligations set out in the Clause 5.3, You shall comply with Experian's reasonable instructions and guidelines relating to access to Experian's systems, including those set out at <http://ssp.uk.experian.com/securecontrol/securityGuidelines.html>.

### 20. USE OF YOUR MATERIALS

- 20.1. You grant Experian (subject to Clause 11.4) a royalty free, non-exclusive, non-transferable licence to use (and copy) Your Materials solely for the purposes of:
- 20.1.1. performing this Agreement; and

- 20.1.2. complying with any requests made to Experian under statute and/ or regulation.

## 21. DATA PROTECTION

- 21.1. Without prejudice to the general obligations under Clause 5.1, each of the parties shall in the provision or use of the Services (as appropriate) comply with all applicable Data Protection Legislation.
- 21.2. Each party warrants that it shall implement appropriate technical and organisational measures to ensure a level of data security relating to the Personal Data of the other party appropriate to the risk presented by the processing.
- 21.3. You instruct Experian to, and agree that Experian may, process Your Data for the Agreement Purposes.
- 21.4. There are circumstances in which Experian will or may be a Processor of Your Data. Experian agrees that when, and to the extent that from time to time, it is a Processor of Your Data, it shall:
- 21.4.1. process Your Data only in accordance with Your instructions referred to in Clause 21.3 and any other instructions agreed by the parties from time to time;
  - 21.4.2. not transfer Your Data outside the European Economic Area, other than on an occasional and temporary basis to third parties appointed as general suppliers of technology and services to Experian in order to maintain the Services, or as agreed by the parties from time to time;
  - 21.4.3. ensure that persons authorised to process Your Data have committed themselves to confidentiality;
  - 21.4.4. not appoint any other Processor, other than as agreed by the parties from time to time (but Experian shall be entitled to appoint third parties as general suppliers of technology and services, provided that such third parties do not carry out specific Processing activities on Your behalf);
  - 21.4.5. ensure that where Experian appoints another Processor as contemplated by Article 28(4) of the GDPR, that Processor is subject to contractual obligations as required by that Article;
  - 21.4.6. taking into account the nature of the Processing, Experian carries out as a Processor of Your Data, assist You by appropriate technical and organisational measures, insofar as it is possible, for the fulfilment of Your obligations to respond to requests for exercising the data subject rights laid down in Chapter III of the GDPR;
  - 21.4.7. assist You in ensuring compliance with the obligations pursuant to Article 32 to 36 of the GDPR, taking into account the nature of the Processing Experian carries out, and the information available to Experian, in its capacity as a Processor of Your Data;
  - 21.4.8. (at Your request) comply with its obligations relating to the return or destruction of data under Clause 11.4, and to audit under Clause 5.2;
  - 21.4.9. (at Your request) provide You with any information which it is reasonable for Experian to provide to allow You to demonstrate compliance with Article 28 of the GDPR;
  - 21.4.10. comply with its obligations under Article 28(3) of the GDPR to inform You immediately if in the opinion of Experian any of Your instructions referred to in Clause 21.4.1 infringes GDPR or any other relevant data protection provision;
  - 21.4.11. notify You without undue delay after becoming aware of a Personal Data Breach relating to Your Data.
- 21.5. If pursuant to Article 82(4) GDPR, one party (the “**Paying Party**”) has been held liable to pay compensation to a data subject for damage caused (in whole or in part) by the other party (the “**Other Party**”), the Paying Party shall, as envisaged under Article 82(5) GDPR, be entitled to recover from the Other Party (as a debt) any part of such compensation corresponding to damage for which the Other Party was responsible.
- 21.6. Following a receipt of a claim (or notification of an intention to make a claim) from a data subject to which Article 82(4) GDPR may apply:
- 21.6.1. the party in receipt of the claim shall promptly notify the other party of the claim;



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- 21.6.2. neither party shall make any admission of liability, settlement or payment in respect of such claim, other than a payment made pursuant to a court order, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed); and
- 21.6.3. each party shall provide such cooperation and assistance as is reasonably required by the other party in connection with the claim.

## SECTION C: MATERIALS TERMS

These terms relating to Your Materials and Experian Materials are supplemental to the Core Terms, and apply only if either party provides such materials to the other.

### 22. LICENCE AND USE

- 22.1 Experian grants You (subject to Clauses 4.2 and 11.6) a non-exclusive, non-transferable licence to use any Experian Materials provided as part of the Services in the Territory for the Permitted Purpose on the licence terms identified in this Agreement. The licence granted under this Clause 22.1 is made separately in respect of each individual element of the Experian Materials and commences on the first day that each such element of the Experian Materials is first made available to You.
- 22.2 Experian shall not be in breach of its obligations or warranties under this Agreement with regard to any software provided to You under this Agreement to the extent that any failure of the software to comply with its Specification has no material effect upon the functionality of the software or upon the ability of You to use the software.

## SECTION D: DEFINITIONS

In this Agreement, the following words and expressions shall have the following meanings:

### Confidential Information

Any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, customers or Group Companies in or on any medium or format;

### Contract Year

A twelve calendar month period from the Effective Date or any anniversary of the Effective Date exclusive of any development periods. If in the first contract year the Commencement Date and the Effective Date are different dates, then the first contract year shall be taken to be the period between the Commencement Date and Effective Date plus a twelve calendar month period commencing on the Effective Date. Thereafter the contract year shall be the 12 month anniversary of the Effective Date.

### Core Terms

The provisions set out in Section A and the definitions set out in Section D of these Terms and Conditions.

### Data Protection Legislation

The Data Protection Act 1998 (to the extent that it remains in force from time to time), the GDPR and any other UK data protection law (each with effect from the date on which it becomes part of English law).

### Data Set

Any data set forming part of the Experian Data;

### Data Set Updates

Means any update to a Data Set supplied to You under this Agreement included within the fee for Services.

### Documentation

Any or all of the Specification, user documentation, product documentation, technical documentation including guidelines relating to data security and access and/or statements of functionality;

### Effective Date

The date on which the Services commence as specified in the Quotation .

### End Of Service Life Policy

The End Of Service Life Policy available on Experian's website;

### Experian, Experian Data Quality or Supplier

Experian Limited (Company Registration Number 653331);

### Experian Data

Any of the data (including Personal Data) and/or databases and/or scores supplied by Experian to You in connection with this Agreement but excluding Your Data;

### Experian Materials

Software and any materials, Documentation or other items developed and/or licenced by Experian to You, including Experian Programs, in connection with this Agreement and includes Experian Data;

### Experian Programs

Any Experian proprietary software made available to You under this Agreement;

### Force Majeure

Any act of government or state, civil commotion, epidemic, fire, flood, industrial action or organised protests by third parties, natural disaster, war, failure of payment systems, or any event beyond the reasonable control of the party claiming to be excused from performance of its obligations;

### Agreed Units

An agreed number of consumable units (such as professional services days/sessions and/or transactional clicks).

### Agreement

The agreement between Experian and the Buyer incorporating the Supplier Terms and Conditions, the relevant Appendices of these Supplier Terms and Conditions, and the other documents and terms referenced to in the Call of Contract.

### Agreement Purposes

For the purposes of Experian providing the Services as contemplated by this Agreement, and for such other purposes as the parties may agree from time to time.

### Anti-Corruption Requirements

All Applicable Laws relating to anti-bribery and anti-corruption including the Bribery Act 2010.

### Anti-Slavery Requirements

All Applicable Laws relating to anti-slavery and human trafficking including the Modern Slavery Act 2015.

### Applicable Law

All legislation, regulations, and other rules having equivalent force which are applicable to the provision or use of the Services under the Agreement.

### Change in Law

The coming into effect of a new Applicable Law or a change in Applicable Law or a fundamental change in the judicial interpretation of Applicable Law after the date of this Agreement.

### Commencement Date

The date on which the Quotation is signed by the You.

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GDPR	The General Data Protection Regulations, to the extent that and in the form that it is a requirement of English law from time to time;	Relevant Index	(i)	In respect of man day rates, the relevant managerial and/or professional band of the HAY Index produced by the HAY Group Management Limited (Company No 763575) based on the financial provincial scales for systems staff in the managerial and professional bands as the case may be; and
Group Company	any company which is from time to time in relation to Experian a subsidiary, holding company or subsidiary of a holding company as the terms “subsidiary” and “holding company” are defined by section 1159 of the Companies Act 2006;			
Initial Term	The period specified as such in the Quotation;		(ii)	In respect of all other fees, all items of the Retail Prices Index as published by the Office for National Statistics (or its successor from time to time) or any official index replacing it.
Intellectual Property Rights	Copyright, database right, domain names, patents, registered and unregistered design rights, registered and unregistered trademarks, and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same;			If any of indices referred to in (i) or (ii) above ceases to be published then a broadly equivalent index (as may be reasonably determined by Experian) will be used as a substitute.
Materials	Client Materials or Experian Materials, as appropriate.			
New Releases	Means any maintenance release relating to the Experian Materials including, but not limited to, error fixes, minor upgrades and patches (but not including New Versions). included within the fee for the Experian Materials;	Renewal Date		any date on which You would be entitled to terminate this Agreement under Clause 2.1;
New Version	A new version of the Experian Materials not included within the fee for the Experian Materials;	Renewal Fee		as set out in the Quotation;
Outsource Agent	A third party service provider of Yours;	Services		The services as specified in the Quotation or Order Form and all other services supplied by Experian to the Client under or in connection with this Agreement, including the provision and grant of licences in respect of any Experian Data and/or Experian Materials.
Permitted Purpose	Unless otherwise stated in the Quotation, Your internal business purposes only and not in any event for the provisions of bureau services to the parties;	Specification		Any document referred to in the Quotation that sets out (i) details of the agreed functionality to be provided and/or (ii) the description of any Experian Materials and/or Services (as such document is updated by agreement between the parties from time to time), or if none, Experian standard configuration for the Services;
Personal Data	The definition specified in Data Protection Legislation.	Term		The duration of this Agreement as determined in accordance with Clause 2.1;
Personal Data Breach	The definition specified in the GDPR;	Territory		The United Kingdom or such other territory as is specified from time to time in the Quotation;
Processing	The definition specified in Data Protection Legislation.	Third Party Software		Any third party software forming part of the Experian Materials;
Processor	The definition specified in Data Protection Legislation.	User Access Device		Any identification code, username, password, digital certificate, web certificate or any other security device provided by Experian and used by You to access the Experian Materials and Services;
Project Timetable	Any timetable expressly set out or referred to in the Quotation or otherwise agreed between the parties from time to time;	UK&I Support Policy		The Experian UK&I support policy available on Experian website and as detailed in Clause 7.2;
Quotation	The Experian document entitled “Quotation” or Order Form signed by You, and/or any other document signed by You which identifies itself as a “Quotation” or Order Form for the purposes of this Agreement and/or any Experian statement of work relating to Services, recording certain agreed details relating to this Agreement, including any special terms referred to or contained in such document;	You or Your Data		The Buyer specified on the Quotation or Order Form;
		Your Materials		Any of the data (including Personal Data) and/or databases supplied by You and provided to Experian in connection with this Agreement but excluding any data supplied to You by Experian.;
				Any of the items provided to Experian by You in connection with this Agreement and includes Your Data;

## Appendix 1

Should the Buyer have a Public Sector Licence (PSL) directly with the Royal Mail, for the provision of Royal Mail PAF® Data, the following terms and conditions will apply in addition to any software and or data specific terms as specified on Experian's website [www.edq.com/uk/standard-terms-and-conditions-and-policies..](http://www.edq.com/uk/standard-terms-and-conditions-and-policies..) In the event that the Buyer does not have a direct licence with Royal Mail for the provision of PAF® Data the Royal Mail Group – Address Management Unit PAF® Data End User Terms shall apply.

### Royal Mail PAF® Data – Public Sector Licence (PSL) Special Terms

1. For the purposes of these Special Terms, the terms set out below shall have the following meaning:

"Agreement"	Your agreement with Experian for the Data Processing Services;
"Data Processing Services"	data processing services including, without limitation, the compression and indexing of PAF® Data so that it operates with other Experian software or services provided under this Agreement and the hosting and delivery of the processed PAF® Data;
"Experian"	the party defined as such in the Agreement;
"Licensed Use"	Your permitted use of PAF® Data under the PSL Use Licence;
PAF® Data	Royal Mail's database known as PAF®;
"PSL Use Licence"	the licence between Royal Mail and you relating to PAF® Data;
"Royal Mail"	the party defined as such in the PSL Use Licence;

2. You have informed Experian that you are licensed by Royal Mail under the PSL Use Licence to use PAF® Data. You are purchasing Data Processing Services related to PAF® Data from Experian.
3. The fees and the part of this Agreement that relates to the Data Processing Services are conditional upon the continuation in force of Your PSL Use Licence throughout the term of this Agreement. You shall therefore promptly inform Experian of the termination or any variation of Your PSL Use Licence that may affect the provision of the Data Processing Services or the Licensed Use.
4. You shall only use PAF® Data provided by Experian under this Agreement in accordance with the Licensed Use. You shall indemnify Experian against all claims in relation to fees payable to Royal Mail as a result of the provision of the Data Processing Services. Any limitations or exclusions of liability set out in the Agreement shall not apply to the indemnity given by you under this Clause.

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## Appendix 2

Should the Buyer have a licence directly with the Ordnance Survey for the provision of Ordnance Survey Data, the following terms and conditions will apply in addition to any software and or data specific terms as specified on Experian's website [www.edq.com/uk/standard-terms-and-conditions-and-policies](http://www.edq.com/uk/standard-terms-and-conditions-and-policies).

### OS Data Special Terms – Data Processing Services

The Buyer and Experian Data Quality have agreed these Special Terms in supplement to the Quotation or Order Form. Capitalised terms used but not defined in these Special Terms have the meanings given to them in the Supplier Terms and Conditions unless the context requires otherwise. Any reference to Clauses shall be to Clauses of these Special Terms unless otherwise stated.

- For the purposes of these Special Terms, the terms set out below shall have the following meaning:

"Customer"	means the Buyer specified in the Quotation or Order Form;
"Data Contract"	means the licence between Ordnance Survey and the Customer, related to (as the case may be): <ul style="list-style-type: none"> <li>One Scotland Mapping Agreement for the public sector in Scotland (OSMA); or</li> <li>Public Sector Mapping Agreement for the public sector in England and Wales (PSMA); or</li> <li>The direct contract for the OS Data between the Ordnance Survey and the Customer (excluding OSMA and PSMA); or</li> <li>The contract between the Customer and third party solution providers for the provision of OS Data.</li> </ul>
"OS Data"	means the Ordnance Survey data you are directly licensed for under the Data Contract;
"Licensed Use"	means the Customer's permitted use of the OS Data under the Data Contract;
"National Coverage"	means the whole of Great Britain or, where the OS Data is Code-Point, the whole of the United Kingdom;
"Ordnance Survey"	means the party identified as such in the Data Contract;
"Royal Mail Data Fees"	means the royalties related to third party data which forms part of the OS Data;

- The Customer is licensed by the Ordnance Survey, under the Data Contract, to use OS Data for the Customer's Licensed Use. The Customer wishes to receive the OS Data from Experian Data Quality.
- The fees, and the part of this Agreement that relates to OS Data, are conditional upon:
  - 3.1 Your license for OS Data covering the number of Users in this Agreement;
  - 3.2 Your license for OS Data being for National Coverage; and
  - 3.3 the continuation in force of the Data Contract throughout the term of this Agreement.
- The Customer shall promptly inform Experian Data Quality of the termination or variation of the Customer's Data Contract.
- The Customer shall remain solely responsible for, and shall indemnify and hold harmless Experian Data Quality against all claims in relation to fees payable to any third party including the Ordnance Survey or Royal Mail as a result of:
  - 5.1 any termination or variation of the Data Contract;
  - 5.2 the provision of the OS Data (with the exception of Royal Mail Data Fees payable by Experian Data Quality); and/or
  - 5.3 non-compliance with the Licensed Use or Data Contract.



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## Experian (Data Quality) - Supplier Terms and Conditions for G-Cloud: Version 2

The limitations in Clause 10.3 of the Supplier Terms and Conditions shall not apply to the indemnity given by the Customer under this Clause.

6. Notwithstanding Clause 17.12 of the Supplier Terms and Conditions , in the event of any conflict between the content of any part of this Agreement, the following order of precedence shall apply (with the content of the first document stated prevailing over the content of the later documents):

Any applicable Data Set or Third Party Software terms;  
Special Terms (that form part of the Quotation or Order Form);  
Quotation or Order Form;  
Call-Off Contract;  
Supplier Terms and Conditions;  
Framework Agreement.

## Experian (Data Quality) – Supplier Terms and Conditions for G-Cloud: Version 2

### Appendix 3

Should the Buyer purchase a licence for QAS Pro On Demand “Per Seat”, “Per Click” or “Annual Licence”, the following terms and conditions may apply in addition to any software and or data specific terms as specified on Experian’s website [www.edq.com/uk/standard-terms-and-conditions-and-policies](http://www.edq.com/uk/standard-terms-and-conditions-and-policies)

#### **1. On Demand – Per Seat**

All usage shall be in accordance with the policy titled ‘Experian Data Quality Fair Usage Policy’ which can be found on [www.edq.com/uk/standard-terms-and-conditions-and-policies](http://www.edq.com/uk/standard-terms-and-conditions-and-policies).

#### **2. On Demand – Per Seat for Microsoft Dynamics CRM 2015**

The Microsoft Dynamics CRM 2015, Online or On Premise, needs to be installed before QAS for Microsoft Dynamics CRM 2015 (V2.0) Experian Materials can function.

#### **3. On Demand – Per Click**

All usage shall be in accordance with the policy titled ‘Experian Data Quality SaaS Fair Usage Policy’ which can be found on [www.edq.com/uk/standard-terms-and-conditions-and-policies](http://www.edq.com/uk/standard-terms-and-conditions-and-policies).

#### **4. On Demand – Annual Licence**

You are solely entitled to use these Experian Materials and/or Services via Your publicly available website(s) to enable third parties to confirm certain address details where Your product or services are being made available to such third parties via Your publicly available website(s). For the avoidance of doubt, this is the Permitted Purpose in respect of these Experian Materials and/or Services.

#### **Appendix 4**

Should the Buyer purchase a license for “QAS International Address Data for Pro On Demand - External Per Click”, “QAS International Address Data for Pro On Demand - Internal Per Click” or “QAS Email Real Time Validation”, the following terms and conditions may apply in addition to any software or data specific terms as specified on Experian’s website [www.edq.com/uk/standard-terms-and-conditions-and-policies](http://www.edq.com/uk/standard-terms-and-conditions-and-policies).

##### **1. QAS International Address Data for Pro On Demand - External Per Click**

You are solely entitled to use these Experian Materials and/or Services via Your publicly available website(s) to enable third parties to confirm certain address details where Your product or services are being made available to such third parties via Your publicly available website(s). For the avoidance of doubt, this is the Permitted Purpose in respect of these Experian Materials and/or Services.

All usage shall be in accordance with the policy titled ‘Experian Data Quality SaaS Fair Usage Policy’ which can be found on [www.edq.com/uk/standard-terms-and-conditions-and-policies](http://www.edq.com/uk/standard-terms-and-conditions-and-policies).

##### **2. QAS International Address Data for Pro On Demand - Internal Per Click**

You are permitted to use the Data in accordance with the Data Set terms for Internal Transactions only.

Please note that the transactional clicks are available to use from the Effective Date set out on the Quotation or Order Form and will expire 12 months after this date.

Should you require additional batches of clicks, please contact your Experian (Data Quality) Account Manager

##### **3. QAS Email Real Time Validation**

Experian work with an Experian Group Company in the US to provide email validation Experian Materials and Services. For the avoidance of doubt, the Experian Group Company will process your data in the US.

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### Appendix 5

Should the Buyer purchase a license for the Experian Materials named “Experian Match”, the policy titled ‘Third Party Software Licences – EDQ Match’, shall apply. This policy can be found on Experian’s website [www.edq.com/uk/standard-terms-and-conditions-and-policies](http://www.edq.com/uk/standard-terms-and-conditions-and-policies).



## Appendix 6

### Third Party Data Processing

As contemplated by Clause 21.4.4 of the Supplier Terms and Conditions, for the provision of the Services listed in 1.2 of the policy titled 'Third-Party Data Processing', which can be found on Experian's website [www.edq.com/uk/standard-terms-and-conditions-and-policies](http://www.edq.com/uk/standard-terms-and-conditions-and-policies), Experian appoints a third-party data Processor to process Buyer Data in order to deliver the Services. The policy identifies the Services that require third-party Processors and corresponding country where the Processing is performed.

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### Appendix 7

Should the Buyer purchase Professional Services, the following documents apply, which can be found on Experian's website [www.edq.com/uk/standard-terms-and-conditions-and-policies](http://www.edq.com/uk/standard-terms-and-conditions-and-policies).

Professional Services Cancellation Policy (UK) ([www.edq.com/globalassets/legal/policies/professional-services-cancellation-policy-uk.pdf](http://www.edq.com/globalassets/legal/policies/professional-services-cancellation-policy-uk.pdf))

Professional Services Service Descriptions Feb 2018 v.1 ([www.edq.com/globalassets/legal/professional-services/professional-services-service-descriptions-feb-2018-v.1.pdf](http://www.edq.com/globalassets/legal/professional-services/professional-services-service-descriptions-feb-2018-v.1.pdf))



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