SUPPLIER TERMS AND CONDITIONS FOR THE PROVISION OF PRODUCTS AND SERVICES – IDENTITY IQ
(“SUPPLIER TERMS AND CONDITIONS”)

SUPPLIER TERMS AND CONDITIONS PART A

SERVICE SPECIFIC TERMS

<table>
<thead>
<tr>
<th>SET-UP AND MIGRATION SERVICES</th>
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<tbody>
<tr>
<td>If set up and migration services are required for this Cloud Software, details are available on the Cloud support services section of G-Cloud.</td>
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<thead>
<tr>
<th>SERVICE AND SUPPORT TERMS</th>
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<tbody>
<tr>
<td>The Supplier shall provide the Services in accordance with the Supplier Terms and Conditions Part C (Service and Support Terms).</td>
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<thead>
<tr>
<th>IDENTITY IQ SPECIAL TERMS</th>
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<tbody>
<tr>
<td>1. The Buyer acknowledges that the questions asked by the Services may be subject to restrictions that apply to the data that is used by the Supplier to provide the Services, or may be subject to restrictions in the future. Such restrictions are imposed upon the Supplier by its data suppliers and/or law and regulation. Accordingly, in order to comply with these restrictions, the Supplier is entitled at any time to remove from the Services certain types of questions (in which case, the Supplier shall use reasonable endeavours to provide the Buyer with an alternative to the questions removed).</td>
</tr>
<tr>
<td>2. If the Buyer is receiving a version of the Services that uses the full electoral roll in order to ask certain types of question, the Buyer warrants and represents that it shall only use the Services for purposes consistent with meeting any obligations contained in the Money Laundering Regulations 1993, the Money Laundering Regulations 2001 or any rules made pursuant to section 146 of the Financial Services and Markets Act 2000. This paragraph 2 prevails over the “Permitted Purpose” stated in the table below to the extent of any conflict or inconsistency.</td>
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</tbody>
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<tr>
<th>IDENTITY IQ PERMITTED PURPOSE</th>
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<tr>
<td>The Buyer may only use the Supplier Identity IQ Services for the purposes of verifying the identity of prospective customers.</td>
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SUPPLIER TERMS AND CONDITIONS PART B
SUPPLIER TERMS AND CONDITIONS VERSION 4.4 (“TERMS AND CONDITIONS”)

SECTION A: CORE TERMS

1. PRIMARY OBLIGATIONS AND WARRANTIES
   1.1. The Supplier shall:
       1.1.1. provide the Services in the Territory in accordance with the Call-Off Contract terms, the Service Definition, the Supplier Terms and any other related Documentation;
       1.1.2. use all reasonable care and skill in the performance of the Services (including in the collection and collation of any data on which the Services are based or which is comprised within the Services); and
       1.1.3. use suitably qualified personnel in the provision of the Services.
   1.2. The Buyer shall provide the Supplier with any information or assistance which the parties have agreed the Buyer shall provide in order for the Supplier to perform its obligations under this Agreement, and shall use all reasonable endeavours to ensure that any such information provided to the Supplier is complete, accurate and in the agreed format.
   1.3. Each of the parties shall:
       1.3.1. where there is a Project Timetable, use all reasonable endeavours to perform its obligations under this Agreement in accordance with the Project Timetable; and
       1.3.2. 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.
   1.4. Each party warrants that:
       1.4.1. it has the full power and authority to enter into this Agreement;
       1.4.2. 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
       1.4.3. 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.
   1.5. 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 be deemed to have commenced on the Start Date and shall continue for the Call-Off Contract Term unless Ended earlier in accordance with the provisions for early termination in this Agreement or extended by the Buyer under clause 1.3. of the Call-Off Contract.

3. PAYMENTS AND INVOICING
   3.1. The Buyer shall pay the fees set out in the Call-Off Contract.
   3.2. Apart from any sums which are stated in the Call-Off Contract to be payable in accordance with a specified payment timetable, all sums payable by the Buyer to the Supplier will be invoiced monthly
in arrears. All invoices are payable in cleared funds within 30 days after the date of the relevant invoice.

3.3. If any sum payable by the Buyer to the Supplier is not paid in cleared funds by its due date, the Supplier shall be entitled to charge interest on the overdue amount at 2% per annum above Barclays Bank plc’s base rate from time to time. Interest 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, the Supplier shall, on giving written notice to the Buyer, be entitled to suspend provision of the Services with immediate effect until the overdue amount is paid in full.

3.4. If under this Agreement the Buyer agrees in the Call-Off Contract to pay a minimum fee over any particular period, and it does not meet such minimum fee requirement in that period, the Supplier shall be entitled to invoice the Buyer for the difference between the relevant fees actually payable in respect of that period and such minimum fee. Any such amount shall be payable to the Supplier as a debt.

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.

4. NATURE AND USE OF THE SERVICES

4.1. The Supplier’s services are not intended to be used as the sole basis for any business decision, nor to relieve the Buyer of its obligation to comply with its own obligations under Applicable Law. The Supplier 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 the Supplier to guarantee. The Supplier’s services also involve models and techniques based on statistical analysis, probability and predictive behaviour. The Buyer acknowledges 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, the Supplier will be liable if it fails to comply with its obligation under Clause 1.1.2 but the Supplier is not able to accept any other liability for:

4.1.1. any inaccuracy, incompleteness or other error in the Supplier Data which arises as a result of data provided to the Supplier by the Buyer or any third party; or

4.1.2. any failure of the Services to achieve any particular result for the Buyer or any Permitted User.

4.2. The Buyer agrees that it will:

4.2.1. use the Services, and/or the Supplier Materials provided under this Agreement, for the Permitted Purpose only and in accordance with any Documentation;

4.2.2. not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Services, and/or Supplier Materials provided under this Agreement, except as specifically permitted by this Agreement;

4.2.3. not (and will not allow any third party to) adapt, alter, modify, reverse engineer, decompile or otherwise interfere with any the Supplier Materials provided under this Agreement without the prior written consent of the Supplier or as otherwise permitted by law; and

4.2.4. only take such copies of the Supplier Materials as are reasonably required for the use of the Supplier 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 (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 either 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 clients 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. The Buyer shall not copy, interfere with and/or use in any unauthorised way any User Access Device provided by the Supplier.

5.4. It is the Buyer’s responsibility to inform the Supplier of any unauthorised use and/or disclosure of any User Access Device so that the Supplier can suspend or disable that User Access Device as appropriate. The Buyer shall remain liable for any and all fees for the Services incurred in connection with the use of any User Access Device, until the Buyer has informed the Supplier.

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 place throughout the Term its own policies and procedures to ensure compliance with Clause 5.6., 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; and

6.1.2. take all reasonable steps to prevent unauthorised access to the Confidential Information.

6.2. The parties may disclose the 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 in Clause 6.3 are met):

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 the Buyer being the recipient) Permitted Users to the extent required to exercise the Permitted User Rights;

6.2.5. (in the case of the Supplier being the recipient), agents and sub-contractors of the Supplier who necessarily require it as a consequence of the performance of the Supplier’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 the Supplier to the Buyer and/or that the Supplier may bid to provide new products and/or services to the Buyer (whether as part of a formal tender process or not). In such circumstances the parties agree that:

6.5.1. the terms of this Clause 6 shall apply to any such discussions or bid (including any documents issued in relation to the 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 the Supplier to the Buyer; 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 the Supplier processes Personal Data contained within Buyer Data, the terms of Clause 18 shall govern such processing and Personal Data contained within Buyer Data shall not therefore be considered Confidential Information for the purposes of this Clause 6.

7. **INTELLECTUAL PROPERTY RIGHTS**

7.1. All Intellectual Property Rights in the Buyer Materials will remain vested in the Buyer (or its relevant licensors) and to the extent that any rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns such rights to the Buyer.

7.2. All Intellectual Property Rights in the Supplier Materials and the Derivative Output will remain vested in the Supplier (or its relevant licensors) and to the extent that any rights in such data or materials vest in the Buyer by operation of law, the Buyer hereby assigns such rights to the Supplier.

7.3. Each party:

   7.3.1. 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;

   7.3.2. 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 the other party’s licensors’ ownership) of such Intellectual Property Rights; and

   7.3.3. 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. **THIRD PARTY CLAIMS**

8.1. Subject to Clause 8.2, each party shall fully indemnify the other party against:

   8.1.1. 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

   8.1.2. any associated legal expenses reasonably and properly incurred.

8.2. The indemnities in Clause 8.1 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:

   8.2.1. notifying the indemnifying party promptly on becoming aware of any matter or claim to which the indemnity might relate;

   8.2.2. 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

   8.2.3. 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.

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

8.3.1. procure for the Buyer the right to continue using the relevant Supplier Materials (or any part of them) in accordance with the terms of this Agreement; and/or

8.3.2. modify the relevant Supplier Materials to avoid the infringement or replace the relevant Supplier Materials with non-infringing materials, whilst still providing the same, or substantially similar, functionality to the infringing materials.

9. LIMITS ON LIABILITY

9.1. 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):


9.1.2. for personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors;

9.1.3. for breach of Clause 6;

9.1.4. 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

9.1.5. for that party’s fraud or fraudulent misrepresentation.

9.2. 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.

9.3. Except as provided in Clauses 9.1, 9.2, and 9.4, 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:

9.3.1. for all claims arising in the first Contract Year, liability shall be limited in aggregate to the Initial Contract Value;

9.3.2. for all claims arising in any subsequent Contract Year liability shall be limited in aggregate to the fees (excluding VAT) paid by the Buyer to the Supplier under this Agreement in the previous Contract Year.

9.4. The limitations in Clause 9.3 shall:

9.4.1. not apply to the indemnity given under Clause 8.1;

9.4.2. not apply to any liability of either party under Clause 18.5;

9.4.3. be in addition to the obligation of the Buyer to pay the fees and charges under this Agreement.

9.5. Subject to Clause 9.1, neither party shall be liable to the other (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:

9.5.1. any indirect or consequential loss;

9.5.2. 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
9.5.3. 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.

10. **TERMINATION**

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

10.1.1. if the other party commits a material breach of any of its obligations under this Agreement which is not capable of remedy;

10.1.2. 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;

10.1.3. 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, or a notice of intention to appoint an administrator, 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 or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986, or ceases to trade or takes or suffers any similar action;

10.1.4. upon becoming aware at any time that the other party is on an applicable sanctions 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. In addition, if the Supplier becomes aware that a Permitted User is on such a sanctions list, the Supplier shall be entitled to terminate the Permitted User Rights immediately on serving written notice on the Buyer; or

10.1.5. where a Change in Law renders some or all of the activities of a that 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.

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

10.2.1. which have accrued before termination; or

10.2.2. which are intended to continue to have effect beyond termination.

10.3. Upon termination of this Agreement (or the relevant elements of it) and subject to Clause 10.4:

10.3.1. the parties shall each promptly return the Confidential Information of the other party to its owner;

10.3.2. the Buyer shall, at the Supplier’s request either return any Supplier Materials to the Supplier or destroy such materials and, if destroyed, provide a certificate stating that such materials have been destroyed; and

10.3.3. the Supplier shall promptly return any Buyer Materials to the Buyer on request.

10.4. The obligations under Clause 10.3 shall not apply where it is necessary to retain any Confidential Information, Supplier Materials or Buyer Materials to exercise any rights granted under this
Agreement 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 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 19) shall continue to apply to any information or materials retained.

10.5. The licences granted by the Supplier under this Agreement will automatically expire on termination of this Agreement for any reason and the Buyer shall, other than as set out in Clause 10.4, cease to use all Supplier Materials (unless any licence is expressed in the Call-Off Contract to be perpetual in which case such licence and any terms relating to the extent and/or exercise of that licence shall remain in force notwithstanding termination of this Agreement, except if termination is by the Supplier pursuant to Clause 10.1).

11. FORCE MAJEURE

11.1. 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.

11.2. If the Force Majeure persists for a period of 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 the Buyer to pay accrued fees).

12. SEVERANCE

12.1. 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.

12.2. 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.

13. NOTICES

13.1. 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 first class post (or equivalent service offered by the postal service from time to time) to either the addresses of each party as set out in this Agreement or to the registered office addresses of each party (and in the case of notices sent to the Supplier, with a copy to the Supplier’s Legal Department).

13.2. Notices shall be deemed to have been duly given two clear days after the date of posting.

13.3. If either party notifies the other party of a change to its details for the purposes of Clause 13.1, such notification shall only be effective on the date specified in such notice or seven days after notice is given, whichever is later.

14. GENERAL

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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. However, variations to the Call-Off Contract made in accordance with any agreed change control procedure shall be effective.

14.5. 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).

14.6. 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 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.

14.7. Except as expressly provided in Clause 19.1.2, 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.

14.8. 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.

14.9. This Agreement may be executed in any number of counterparts.

14.10. Nothing in this Agreement is intended to, or shall, operate to:

14.10.1. create a partnership or joint venture of any kind between the Buyer and the Supplier;
14.10.2. authorise either party to act as agent for the other party; or
14.10.3. authorise either party to act in the name or on behalf of, or to otherwise bind, the other party in any way.

14.11. In this Agreement:

14.11.1. any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
14.11.2. references to Clauses are to the clauses of the particular section of the Supplier Terms and Conditions in which they appear, unless reference is made to another set of Supplier Terms and Conditions;
14.11.3. the singular includes the plural and vice versa;
14.11.4. the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
14.11.5. where any matter is to be agreed, such agreement must be recorded in writing; and
14.11.6. 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.

14.12. The contents of the Call-Off Contract shall prevail over the contents of these Terms and Conditions to the extent of any conflict or inconsistency.
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 provides data and/or materials to the other party.

15. PROVISION OF DATA AND MATERIALS
15.1. the Supplier grants the Buyer (subject to Clauses 4.2 and 10.5) a non-exclusive non-transferable licence to use any of the Supplier Materials provided as part of the Services in the Territory for the Permitted Purpose on any licence terms identified in the Call-Off Contract. The licence granted under this Clause is made separately in respect of each individual element of the Supplier Materials and commences on the day that each element of the Supplier Materials is first made available to the Buyer.

15.2. The use by the Buyer of any Services which are dependent upon data derived from a Data Sharing Scheme is conditional upon the Buyer complying with the relevant Data Sharing Scheme Rules which are in force from time to time.

15.3. If at any time the condition in Clause 15.2 is not satisfied, the Supplier shall be entitled to discontinue the provision of any and all Services which utilise data from the relevant Data Sharing Scheme.

16. BUYER OBLIGATIONS
16.1. In addition to the obligations set out in the Clause 5.3, the Buyer shall comply with the Supplier’s reasonable instructions and security guidelines relating to access to the Supplier’s systems, including those set out at https://ssp.uk.experian.com/securecontrol/securityGuidelines.html.

17. USE OF BUYER MATERIALS
17.1. The Buyer grants the Supplier (subject to Clause 10.3) a royalty free, non-exclusive, non-transferable licence to use (and copy) the Buyer Materials solely for the purposes of:

17.1.1. performing this Agreement; and

17.1.2. complying with any requests made to the Supplier under statute and/or regulation.

18. DATA PROTECTION
18.1. 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.

18.2. 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.

18.3. The Buyer instructs the Supplier to, and agrees that the Supplier may, process the Buyer Data for the Agreement Purposes.

18.4. There are circumstances in which the Supplier will or may be a Processor of Buyer Data. The Supplier agrees that when, and to the extent that from time to time, it is a Processor of Buyer Data it shall:

18.4.1. process the Buyer Data only in accordance with the Buyer’s instructions referred to in Clause 18.3 and any other instructions agreed by the parties from time to time;

18.4.2. not transfer Buyer 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 the Supplier in order to support and maintain the Services, or as otherwise agreed by the parties from time to time;

18.4.3. ensure that persons authorised to process the Buyer Data have committed themselves to confidentiality;

18.4.4. not appoint any other Processor, other than as agreed by the parties from time to time (but the Supplier 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 behalf of the Buyer);

18.4.5. ensure that where the Supplier appoints another Processor as contemplated by Article 28(4) of the GDPR, that Processor is subject to contract obligations as required by that Article;

18.4.6. taking into account the nature of the Processing the Supplier carries out as a Processor of Buyer Data assist the Buyer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Buyer’s obligation to respond to requests for exercising the data subject rights laid down in Chapter III of the GDPR;

18.4.7. assist the Buyer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing the Supplier carries out, and the information available to the Supplier, in its capacity as a Processor of Buyer Data;

18.4.8. (at the request of the Buyer) comply with its obligations relating to the return or destruction of data under Clause 10.3, and to audit under Clause 5;

18.4.9. (at the request of the Buyer) provide the Buyer with any information which it is reasonable for the Supplier to provide to allow the Buyer to demonstrate compliance with Article 28 of the GDPR;

18.4.10. comply with its obligations under Article 28(3) of the GDPR to inform the Buyer immediately if in the opinion of the Supplier any instruction of the Buyer referred to in Clause 18.4.1 infringes the GDPR or any other relevant data protection provision;

18.4.11. notify the Buyer without undue delay after becoming aware of a Personal Data Breach relating to the Buyer Data.

18.5. 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 part) by the other party (“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.

18.6. Following 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:

18.6.1. the party in receipt of the claim shall promptly notify the other party of the claim;

18.6.2. 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); a

18.6.3. each party shall provide such cooperation and assistance as is reasonably required by the other party in connection with the claim.

SECTION C: PERMITTED USERS

These terms relating to Permitted Users are supplemental to the Core Terms and shall apply only where the Call-Off Contract states that there are Permitted Users in connection with this Agreement.
19. **PERMITTED USERS**

19.1. It may be of benefit to the Buyer for agreed third parties to have certain access to the Services. The Buyer shall therefore be entitled to allow Permitted Users to exercise the Permitted User Rights. In order to achieve this without the need for each Permitted User to contract directly with the Supplier, the Buyer agrees as follows:

19.1.1. the Buyer shall procure that each Permitted User complies with all relevant provisions of this Agreement; and

19.1.2. pursuant to the Contracts (Rights of Third Parties) Act 1999, the terms of this Agreement shall be enforceable by each Permitted User (to the extent permitted by law and subject to the terms of this Agreement including Clause 19.1.3) as if each Permitted User were a party to this Agreement;

19.1.3. the terms of Clause 9 (Limits on Liability) shall apply on an aggregate basis across all claims that may be brought by the Buyer and/or a Permitted User under or in connection with this Agreement;

19.1.4. unless expressly agreed otherwise in the Call-Off Contract, a Permitted User must at all times be a Buyer Group Company in order to have access to the Services as set out in this Agreement. If any Permitted User is no longer a Buyer Group Company, the rights of the relevant Permitted User will automatically terminate (without further notice and without liability to the Supplier) on the date it ceases to be a Buyer Group Company; and

19.1.5. if the Buyer’s rights under this Agreement terminate (for whatever reason), the Permitted Users Rights shall also automatically terminate (without further notice and without liability to the Supplier).

19.2. References to Buyer Materials in this Agreement shall be deemed to include data and materials provided by Permitted Users.

**SECTION D: DEFINITIONS**

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

<table>
<thead>
<tr>
<th>Word or Expression</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement</td>
<td>The agreement between the Supplier and the Buyer incorporating the relevant Sections of these Terms and Conditions (as applicable) and the other documents and terms referred to in the Call-Off Contract;</td>
</tr>
<tr>
<td>Agreement Purposes</td>
<td>The purposes of the Supplier providing the Services as contemplated by this Agreement, and for such other purposes as the parties may agree from time to time;</td>
</tr>
<tr>
<td>Anti-Corruption Requirements</td>
<td>All Applicable Laws relating to anti-bribery and anti-corruption including the Bribery Act 2010;</td>
</tr>
<tr>
<td>Anti-Slavery Requirements</td>
<td>All Applicable Laws relating to anti-slavery and human trafficking including the Modern Slavery Act 2015;</td>
</tr>
<tr>
<td>Applicable Law</td>
<td>All legislation, regulations, and other rules having equivalent force which are applicable to the provision or use of the Services under this Agreement;</td>
</tr>
<tr>
<td>Change in Law</td>
<td>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,</td>
</tr>
<tr>
<td>Word or Expression</td>
<td>Meaning</td>
</tr>
<tr>
<td>----------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Buyer Data</td>
<td>Any of the data (including Personal Data) and/or databases supplied by the Buyer and provided to the Supplier in connection with this Agreement but excluding any data supplied to the Buyer by the Supplier;</td>
</tr>
<tr>
<td>Buyer Materials</td>
<td>Any of the items provided to the Supplier by the Buyer in connection with this Agreement;</td>
</tr>
<tr>
<td>Confidential Information</td>
<td>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, Buyers or Group Companies in or on any medium or format;</td>
</tr>
<tr>
<td>Contract Year</td>
<td>A twelve calendar month period from the Start Date or any anniversary of the Start Date, or, if this Agreement is for a Term of less than twelve calendar months, the Term;</td>
</tr>
<tr>
<td>Core Terms</td>
<td>The provisions set out in Section A and the definitions set out in Section D of these Terms and Conditions;</td>
</tr>
<tr>
<td>Data Protection Legislation</td>
<td>All Applicable Law relating to data protection and privacy;</td>
</tr>
<tr>
<td>Data Sharing Scheme</td>
<td>Any scheme, programme, membership, information exchange, or other arrangement where certain data sharing activities are carried out subject to the relevant Data Sharing Scheme Rules;</td>
</tr>
<tr>
<td>Data Sharing Scheme Rules</td>
<td>The rules of the relevant Data Sharing Scheme;</td>
</tr>
<tr>
<td>Derivative Output</td>
<td>Information, data and materials that are derived, prepared or generated by the Supplier and/or its sub-contractors pursuant to (and/or as a consequence of) the Services, including search footprints but excluding the Buyer Materials themselves;</td>
</tr>
<tr>
<td>Documentation</td>
<td>Any or all of the user documentation, product documentation, technical documentation including guidelines relating to data security and access and/or statements of functionality;</td>
</tr>
<tr>
<td>Supplier Data</td>
<td>Any of the data (including Personal Data) and/or databases and/or scores supplied by the Supplier to the Buyer in connection with this Agreement but excluding the Buyer Data;</td>
</tr>
<tr>
<td>Supplier Materials</td>
<td>Software and any materials, Documentation, Scorecards or other items developed and/or licensed by the Supplier to the Buyer in connection with this Agreement and includes Supplier Data;</td>
</tr>
<tr>
<td>Force Majeure</td>
<td>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;</td>
</tr>
<tr>
<td>GDPR</td>
<td>the General Data Protection Regulation, to the extent that and in the form that it is a requirement of English law from time to time;</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Word or Expression</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group Company</td>
<td>any company which is in relation to the Supplier or (as the case may be) the Buyer, 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. “Supplier Group Company” and “Buyer Group Company” shall be interpreted in this way;</td>
</tr>
<tr>
<td>Initial Contract Value</td>
<td>The greater of (1) the amounts (excluding VAT) payable by the Buyer under this Agreement in the first Contract Year as specified in the Call-Off Contract; and (2) the amounts (excluding VAT) actually paid by the Buyer under this Agreement in the first Contract Year;</td>
</tr>
<tr>
<td>Intellectual Property Rights</td>
<td>Copyright, database right, domain names, patents, registered and unregistered design rights, registered and unregistered trade marks, 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;</td>
</tr>
<tr>
<td>Materials</td>
<td>means Buyer Materials or Supplier Materials, as appropriate;</td>
</tr>
<tr>
<td>Minimum Notice Period</td>
<td>The minimum period of notice to be served by either party to terminate this Agreement as set out in the Call-Off Contract (and if none is specified 12 months);</td>
</tr>
<tr>
<td>Permitted Users</td>
<td>The permitted users identified in the Call-Off Contract;</td>
</tr>
<tr>
<td>Permitted User Rights</td>
<td>The rights of the Permitted User set out in the Call-Off Contract;</td>
</tr>
<tr>
<td>Permitted Purpose</td>
<td>Unless otherwise set out in the Call-Off Contract, the internal business purposes of the Buyer in the Territory and not in any event for the provision of bureau services to any third parties;</td>
</tr>
<tr>
<td>Personal Data</td>
<td>The definition specified in the Data Protection Legislation;</td>
</tr>
<tr>
<td>Personal Data Breach</td>
<td>The definition specified in the GDPR;</td>
</tr>
<tr>
<td>Processing</td>
<td>The definition specified in the Data Protection Legislation;</td>
</tr>
<tr>
<td>Processor</td>
<td>The definition specified in the Data Protection Legislation;</td>
</tr>
<tr>
<td>Project Timetable</td>
<td>Any timetable expressly set out or referred to in the Call-Off Contract or otherwise agreed between the parties from time to time;</td>
</tr>
<tr>
<td>Call-Off Contract</td>
<td>The Call-Off Contract which describes the subject matter and specific terms relating to this Agreement;</td>
</tr>
<tr>
<td>Scorecard</td>
<td>A statistical formula derived to aid decision making and any supporting material in relation to such formulae;</td>
</tr>
<tr>
<td>Services</td>
<td>The services as specified in the Call-Off Contract and all other services supplied by the Supplier to the Buyer under or in connection with this Agreement, including the provision and grant of licences in respect of any Supplier Data and/or Supplier Material;</td>
</tr>
<tr>
<td>Start Date</td>
<td>The Start Date set out in the Call-Off Contract or in the absence of such date then the date that on which this Agreement is signed by the final signatory;</td>
</tr>
<tr>
<td>Term</td>
<td>The duration of this Agreement as determined in accordance with Clause 2.1;</td>
</tr>
<tr>
<td>Territory</td>
<td>The United Kingdom or such other territory as is specified in the Call-Off Contract;</td>
</tr>
<tr>
<td><strong>Word or Expression</strong></td>
<td><strong>Meaning</strong></td>
</tr>
<tr>
<td>------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>User Access Device</td>
<td>Any identification code, username, password, digital certificate, web certificate or any other security device provided by the Supplier and used by the Buyer to access the Services.</td>
</tr>
</tbody>
</table>
1. **General**

1.1. In relation to the Services ordered by the Buyer as set out in the Call-Off Contract (the “Services”) the Supplier shall perform the services defined herein.

1.2. **The Supplier shall:**
   1.2.1. act reasonably in the prioritisation of Buyer Records;
   1.2.2. provide the Buyer with prior written notice of any activities that may impact the availability of the Services; and
   1.2.3. take all reasonable steps to minimise any impact on the availability of the Services.

1.3. **The Buyer shall:**
   1.3.1. provide input into the prioritisation of Records;
   1.3.2. provide a remote link where reasonably requested;
   1.3.3. use the agreed secure data transfer method;
   1.3.4. ensure that the Buyer personnel are suitably skilled and trained;
   1.3.5. be responsible for the Buyer Environment;
   1.3.6. provide and maintain a list of Buyer personnel to respond to queries by the Supplier during the contracted hours, as stated in the Service Description and/or the Call-Off Contract;
   1.3.7. in relation to the Services, where reasonably practicable, provide at least 30 days’ prior notice of any changes, planned or otherwise:
      a) to the Buyer Environment; or
      b) which could impact business volumes; and
   1.3.8. perform configuration management and maintain and make available a change log detailing changes made in relation to the Services.

2. **Service Desk**

2.1. **The Supplier shall:**
   2.1.1. provide a point of contact via phone and email during the contracted hours, as stated in the Call-Off Contract and/or the Service Description (the “Service Desk”);
   2.1.2. create a written record of all Buyer contact made with the Service Desk (a “Record”);
   2.1.3. provide a written response for all records created, including a unique reference number;
   2.1.4. undertake initial investigation prior to either: directly resolving a record; or escalating a record to the relevant specialist team;
   2.1.5. provide regular updates, informing of progress, until each record is resolved;
   2.1.6. act reasonably in agreeing record closure; and
   2.1.7. provide guidance on raising a complaint.

3. **Service Request Management**
3.1. The Buyer shall:
3.1.1. raise a Service Request via email to the Service Desk, including details of the request.

3.2. The Supplier shall:
3.2.1. acknowledge and action the Service Request during Core Hours.

4. Operational Change

4.1. The Buyer shall:
4.1.1. email a Request for Change to the Service Desk;
4.1.2. provide approval, and a confirmation of successful/satisfactorily performed testing, prior to moving into the live environment; and
4.1.3. undertake further testing post implementation: Failure to organise this activity is done so solely at the Buyer’s risk.

4.2. The Supplier shall:
4.2.1. manage Requests for Change in Core Hours; and
4.2.2. provide the Buyer with an Initial Response in accord with Table 2 (Change Types), including any further information required, feasibility and any associated impact on the fees and/or the Services.

5. Incident Management

5.1. The Buyer shall:
5.1.1. promptly notify the Supplier of any Incidents;
5.1.2. undertake any initial investigation of the calling application, Buyer Environment and Buyer data;
5.1.3. provide notification by phone of P1 Incidents; and
5.1.4. cooperate fully with the Supplier in diagnosis.

5.2. The Supplier shall:
5.2.1. prioritise all Incidents in accord with Table 1 (Incident Prioritisation);
5.2.2. where the Call-Off Contract states “Core Hours” has been purchased, and an Incident is reported by the Buyer or otherwise detected by the Supplier, the Supplier shall perform Incident management during the Core Hours only to either restore Normal Service Operation or apply a Workaround, as soon as reasonably practicable; and
5.2.3. where the Call-Off Contract states “Extended Hours” has been purchased, in respect of a Buyer Reported Incident or Incident otherwise detected by the Supplier, which the Supplier prioritises as a Priority 1 Incident, the Supplier shall, during the Extended Hours either restore Normal Service Operation or apply a Workaround as soon as reasonably practicable.
5.2.4. provide regular updates in the event of a Priority 1 Incident, until Normal Service Operation is resumed.
5.2.5. on resumption of Normal Service Operation, or the application of a Workaround, notify the Buyer, and close the Incident after five working days if no further response received.
6. Escalations

6.1. The Buyer shall:
6.1.1. request escalation if a Record is not resolved to the Buyer’s reasonable satisfaction.

6.2. The Supplier shall:
6.2.1. act reasonably in addressing any escalations from the Buyer.

Table 1 – Incident Prioritisation

<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Priority Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1</td>
<td><strong>Major Operational Incident:</strong> Functionality of the Services is materially impacted. For the avoidance of doubt, any failure of the functionality of the Services which affects security is deemed material;</td>
</tr>
<tr>
<td>P2</td>
<td><strong>Significant Operational Incident:</strong> Functionality of the Services is degraded by more than 25% e.g. Response times significantly outside acceptable tolerance.</td>
</tr>
<tr>
<td>P3</td>
<td><strong>Minor Operational Incident:</strong> Functionality of the Services is degraded by less than 25% or requires additional effort from the Buyer e.g. Response times outside acceptable tolerance.</td>
</tr>
<tr>
<td>P4</td>
<td><strong>Non-Operational Incident:</strong> No daily operational impact to functionality of the Services e.g. a Known Error or aesthetic issue.</td>
</tr>
</tbody>
</table>

Table 2 – Change Types

<table>
<thead>
<tr>
<th>Change Type</th>
<th>Type Definition</th>
<th>Initial Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Change</td>
<td>A pre-authorised Change that is always low risk, common and follows a predefined procedure or work instruction.</td>
<td>1 Working Day</td>
</tr>
<tr>
<td>Normal Change</td>
<td>Any Change that is not a Standard Change. e.g. Enhancements or Optimisations, Buyer Customisations, Solution/Design Build Changes.</td>
<td>10 Working Days</td>
</tr>
</tbody>
</table>

7. Exclusions

7.1. Where an on-site visit is approved by the Buyer, the Supplier shall charge for such a visit in accordance with its then current rates.
7.2. Where the Supplier is requested to perform any services outside the supported hours defined in the Call-Off Contract and herein, remedy an Incident or implement a Change where the Buyer has failed to perform its obligations or failed to follow the Supplier’s reasonable instructions, the Supplier shall be entitled to charge the Buyer in arrears in accordance with its then current rates.

7.3. The Supplier will not be liable for a failure to perform the Services where such failure:
   a) is due to a Disaster; or
   b) is due to a failure in the Buyer Environment; or
   c) is due to the Buyer failing to perform its obligations or follow the Supplier’s reasonable instructions; or
   d) occurs with the Buyer’s prior consent; or
   e) is due to an act or omission of any third party which is beyond the Supplier’s reasonable control e.g. a fibre cut.

8. Definitions

Unless otherwise defined below, terms used herein shall have the meaning given to them in the Supplier Terms, the Call-Off Contract or the Framework Agreement.

“Change” means the addition, modification or removal of anything that could have a material impact on the Services;

“Buyer Environment” means any asset the Buyer is directly responsible for, including sub-contractors, third-party service providers, excluding the Supplier, required for the usage of (including resilience (system / data back-ups)) or connectivity to the Services;

“Core Hours” means 08:00 – 18:00 during Working Days;

“Disaster” means any abnormal, unstable, complex, high impact condition or situation that represents a threat to the Supplier’s personnel or operations or presents reputational, legal, regulatory, compliance or significant financial risk, or the disaster recovery plan has been invoked by the Supplier;

“Extended Hours” means 24 hours x 7 days per week;

"Incident" means an unplanned interruption to, or reduction in the quality of the Services;

“Normal Service Operation” means the operational state where the Services are operating in accordance with the Call-Off Contract, the Service Description and/or the Service Definition;

“Request for Change” means a detailed request from the Buyer for a Change to the Services;

"Service Request" means a Buyer request, by way of email, or as otherwise agreed in writing, to the Service Desk for a service from the Service Request Catalogue to be provided by the Supplier e.g. a password reset request;

“Workaround” means the agreed reduction or elimination of the impact of an Incident;

“Working Day” means a day (other than Saturday or Sunday), excluding any public holidays in England and Wales.