Experian Data Quality – Pandora

Standard Terms & Conditions - Version 1.2
(for G-Cloud)

April 2017

SUPPLIER TERMS AND CONDITIONS FOR THE PROVISION OF PRODUCTS AND SERVICES – EXPERIAN DATA QUALITY ("SUPPLIER TERMS AND CONDITIONS")

Supplier Terms and Conditions

Acknowledgements

1. The Effective Date is the Effective Date specified in the Order Form.

2. The Licensed Materials 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 Licensed Materials for the direct benefit of that single legal entity. Should any other third party, subsidiary or other legal entity require access to the Licensed Materials 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 our website at www.qas.com/legal or such other url as we Data Set" notify you from time to time;

"User"	(a) an individual authorised to use the Licensed Materials and/or Services; or (b) where you use the Licensed Materials and/or Services by means of fully automated use of those Licensed 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;

1. Primary Obligations

1.1. We shall:

1.1.1. provide the Licensed Materials and 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 Licensed Materials and/or Services are based or which is comprised within the Services;

1.1.4. only use personnel in the provision of the relevant Services who are suitably qualified.

1.2. You shall be responsible for installing the Licensed Materials (as applicable) and shall use reasonable endeavours to ensure that any of Your Data provided to us is complete, accurate and in the agreed format.

1.3. Each of the parties shall use all reasonable endeavours to perform its obligations under this Agreement in accordance with any written timetable agreed between the parties.

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;

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.

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. Terms

2.1. This Agreement shall commence on the Effective Date and, subject to the provisions of 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. If this Agreement relates to Agreed Units being made available to the Customer 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 our part to provide any refund for unused Agreed Units. 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:

2.2.1. all of the Agreed Units having been used by you; and

2.2.2. 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.

3.2. All invoices are payable in cleared funds within 30 days after the date of invoice. If any fee payable by you to us is not paid by its due date, we 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.

3.3. We 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, we shall be entitled to increase the Renewal Fee by the amount of any and all such increase(s) in royalties.

3.5. We shall be entitled to increase the Renewal Fee by an amount which does not exceed the percentage increase in the Retail Prices Index published by the Central Statistical Office (in the case of all other fees) over the period of 12 months ending on 31st March prior to the Renewal Date.

3.6. If any index referred to in Clause 3.5 ceases to be published then a broadly equivalent index as may be agreed by the parties will be used as a substitute.

4. Nature of Services

4.1. Our services are not intended to be used as the sole basis for any business decision, and are 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 us to guarantee. We are therefore not able to accept any liability, other than under Clause 1.1, for:

4.1.1. any inaccuracy, incompleteness or other error in the Licensed Materials and/or the Services which arises as a result of data provided to us by you or any third party;

4.1.2. any failure of the Licensed Materials and/or the Services to achieve any particular result for you.

5. Compliance and Audit

5.1. Each party shall in connection with the provision or use of the Licensed Materials and/or the Services (as appropriate) comply with all

legislation, regulations, and other rules having equivalent force which are applicable to that party, including the Data Protection Act 1998.

5.2. Each party shall permit the other or their nominated third party auditor (on reasonable notice and during normal working hours) 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. 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;

5.2.2. take all reasonable steps to minimise disruption to the other party's business during such audit;

5.2.3. be responsible for the costs of conducting such audit, save where the other party is found to be non-compliant with its obligations under this Agreement, in which case the first party may charge the other party for its reasonable costs in conducting the audit.

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 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 to, and allow its use in accordance with this Agreement by, the following 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 require it for the recipient to perform its obligations under this Agreement;

6.2.2. the recipient's auditors and professional advisors solely for the purposes of providing professional advice;

6.2.3. if we are the recipient, to Experian Data Quality Group Companies and to our agents and sub-contractors and those of Experian Data Quality Group Companies, involved in performing Experian Data Quality' obligations under this Agreement.

6.3. The restrictions in Clause 6.1 do not apply to any information to the extent that it:

6.3.1. is or comes within the public domain other than through a breach of Clause 6.1; or

6.3.2. is in the recipient's possession (with full right to disclose) before receipt from the other party; or

6.3.3. is lawfully received from a third party (with full right to disclose); or

6.3.4. is independently developed by the recipient without access to or use of the Confidential Information; or

6.3.5. 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).

7. Software Warranty and Support

7.1. We warrant that the Licensed Programs will conform to any description specified in the Documentation, subject to the Licensed Programs being used in accordance with this Agreement and the Documentation. If you notify us that any Licensed Program has failed to comply with this warranty, we will (as your sole remedy in respect of such failure) as soon as reasonably practicable replace the relevant Licensed Programs with software programs which do comply.

7.2. We will provide technical support services in relation to the any Licensed Materials in accordance with our published Worldwide Support Policy from time to time, provided that:

7.2.1. if you have acquired any software from an Experian Data Quality business partner which includes Licensed Materials, that partner shall be responsible for providing first line support;

7.2.2. if any such software is proprietary Third Party Software, we shall not be liable for any failure to provide support in accordance with the Worldwide Support Policy to the extent that this is caused by any failure of the relevant third party;

7.2.3. when the Licensed Materials 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 Data will remain vested in you (or your relevant licensors).

8.2. All Intellectual Property Rights in the Licensed Materials and Services will remain vested in Experian Data Quality (or our relevant licensors).

8.3. You grant us a perpetual, royalty free, non-exclusive, non-transferable licence to use (and copy) Your Data in order to perform this Agreement.

8.4. We grant to you a non-exclusive, non-transferrable licence to use the Licensed Materials for the Permitted Purpose on the terms of and for the duration of this Agreement. By using the Licensed Materials and/or the Services you agree to comply with the terms of this Agreement

8.5. If any of the Licensed Materials 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 us 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.

8.6. If at any time the parties agree to vary the basis on which you are using any Licensed Materials and/or Services by:

8.6.1. varying the number of permitted users;

8.6.2. increasing the number of permitted transactions;

8.6.3. upgrading the Licensed Programs;

8.6.4. including additional Data Sets; and/or

8.6.5. changing the location, application, equipment or operating environment which applies to the Licensed Materials and/or Services in question 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. 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.

8.7. The Renewal Fee shall be contingent upon the renewal of all Licensed Materials purchased in the previous Contract Year, save for any Licensed Materials and/or Services made available for a development period as outlined in Clause 8.8.

8.8. If the Quotation identifies that any Licensed Materials and/or Services are to be available for a development period, you shall not use (or allow use of) those Licensed Materials and/or Services for any commercial purposes during that period, and shall not allow use of those Licensed Materials and/or Services by more than the permitted number of users during that period.

8.9. You agree that you will:-

8.9.1 use the Services and the Licensed Materials for the Permitted Purpose only and in accordance with the Documentation and ensure that all personnel who use the Licensed Materials are your employees, temporary employees or individual contractors;

8.9.2 if use of the Licensed Materials is restricted to certain of your products applications and/or business divisions and/or territories as specified in the Quotation, only use the Licensed Materials in connection with those products and/ or applications and/or within those divisions and/or territories;

8.9.3 only use any software comprised within the Licensed Materials 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 us;

8.9.4 not sell, transfer, sub-licence, distribute, commercially exploit or otherwise make available to, or allow use of for the benefit of, any third party any of the Licensed Materials and/or Services, save as permitted in clause 8.9.1;

8.9.5 not copy, adapt, alter, modify, reverse engineer, decompile or otherwise interfere with the Licensed Materials or combine the same with other materials without our prior written consent except as permitted by law and provided that you are permitted to retain a copy of the Licensed Materials for the purposes of load balancing, back up and disaster recovery only;

8.9.6 only use any software comprised within the Licensed Materials 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;

8.9.7 not allow any third party to amend, modify or otherwise alter the Licensed Materials without our prior written consent.

9. Third party claims

9.1. Subject to Clause 9.2, Experian Data Quality shall fully indemnify you against:

9.1.1. any amounts paid by you to any third party as a result of or in connection with any claim which that third party brings against you alleging that its Intellectual Property Rights are infringed by the provision by us to you of the Licensed Programs or the use of the Licensed Programs by you as permitted by the terms of this Agreement; and

9.1.2. any associated legal expenses reasonably and properly incurred

9.2. The indemnity in Clause 9.1 shall not apply to the extent that any claim arises as a result of your use of an infringement of a third party's Intellectual Property Right, whether supplied to or made by the Customer, and is subject to the Customer:

9.2.1. notifying us 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 our prior written consent (such consent not to be unreasonably withheld or delayed); and

9.2.3. allowing us, where appropriate, to appoint legal advisers of our choice and to conduct and/or settle negotiations and/or proceedings relating to such matter or claim and you shall comply with our reasonable requests in the conduct of any such negotiations and/or proceedings.

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

9.3.1. procure for you the right to continue using the relevant Licensed Programs (or any part of them) in accordance with the terms of this Agreement;

9.3.2. modify the relevant Licensed Programs to avoid the infringement or replace the relevant Licensed Programs with non-infringing materials, whilst still providing the same, or substantially similar, functionality to the infringing materials;

9.3.3. terminate this Agreement and we shall refund to you on a pro rata basis the amount of any fee paid in advance which relates to use of the relevant Licensed Programs, Data Set and/or Third Party Software during any period following termination.

9.4. This Clause 9 sets out the entire liability of Experian Data Quality and your sole remedy with respect to the infringement of a third party's Intellectual Property Rights and any claims relating to the indemnity given in Clause 9.1

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 8.9.4;

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 and 10.2 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 arising in any Contract Year shall be limited in aggregate to the fees (excluding VAT) paid or payable by you to us under this Agreement in that Contract Year.

10.4. The limitations in Clause 10.3:

10.4.1. shall not apply to the indemnity given by us under Clause 9.1;

10.4.2. shall be in addition to your obligation to pay fees and charges under this Agreement

10.4.3. shall 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.

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;

10.5.3. loss of anticipated savings.

11. Termination

11.1. Either party shall be entitled to terminate this Agreement (or part of it in respect of a particular part of the Licensed Materials) 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;

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;

11.1.3. if the other party has passed a resolution for its winding up (save for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is subject to a petition presented to any court for its winding-up (save 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 a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any person, or is the subject of a notice to strike off the register at Companies House, 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 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;

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

11.2. If we terminate the provision of any Data Set or Third Party Software under Clause 11.1, or you terminate the provision of any Data Set or Third Party Software under Clause 12.4, we 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 which have accrued before termination or which are intended to continue to have effect beyond termination. Your entitlement to use the Licensed Materials and/or the Services shall cease on termination of this Agreement.

12. Data Set Updates and Third Party Terms

12.1. We will provide you with Data Set Updates of Data Sets and New Releases of the Licensed Programs (which do not include upgrades to Licensed Programs which we identify as New Versions) in accordance with our 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 our 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 Licensed Materials.

12.4. You shall comply with any relevant Data Set licence or Third Party Software terms imposed on us by a third party licensor in relation to a Data Set or Third Party Software as notified to you by us or as made available on Experian Data Quality' website at www.qas.com/legal (or such other url as we inform 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, we 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 us, 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 Data Quality for that Data Set, you shall indemnify us against any claim for unpaid royalties made against us 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 Licensed Materials and/or the Services on your behalf the following terms shall apply:

12.6.1. the Outsource Agent shall have access to the relevant Licensed Materials and/or the 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 Licensed Materials and/or 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. we will accept payment by the Outsource Agent on your behalf for the fees payable in relation to the Licensed Materials where payment is made in accordance with the provisions of this Agreement, but you shall remain fully liable to us for all other amounts payable under this Agreement.

13. General

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 delivered personally or sent by special delivery post (or equivalent service offered by the postal service from time to time) or fax to the addresses of each party as set out on the Quotation or as otherwise notified in accordance with the provisions of this Clause. We may provide notice under Clause 3.3 by email.

13.2. Notices shall be deemed to have been duly given: if delivered personally, upon delivery; if sent by post, two clear days after the date of posting; if sent by fax, when transmitted provided that a confirmatory copy is sent by special delivery by the end of the next business day after transmission.

13.3. Except as provided in Clause 13.4 neither party may assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), save that we may assign or transfer any or all of our obligations under this Agreement to any Experian Data Quality Group Company without consent.

13.4. We shall be entitled to sub-contract any or all of our obligations under this Agreement to a sub-contractor but by doing so we shall be responsible for the acts and omissions of the sub-contractor to the same extent as if we had carried out the obligations ourselves pursuant to this Agreement.

13.5. If any part of this Agreement is found to be invalid or unenforceable by any Court or other competent body, such invalidity or unenforceability shall not affect the other provisions of this Agreement and such other provisions shall remain in full force and effect.

13.6. 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.

13.7. 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.

13.8. 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.

13.9. 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 non- exclusive jurisdiction over any claim or matter which may arise out of or in connection with this Agreement.

13.10. 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.

13.11. 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 relating to the same subject matter.

13.12. It is a condition of this Agreement that neither of the parties shall be bound by, or liable to the other party for, any representation, promise or inducement (other than fraudulent misrepresentations) made by it or by any agent or person on its behalf which is not expressly contained in this Agreement.

13.13. Subject to any contrary provision in any Data Set licence or Third Party Software terms referred to in Clause 12.4, the parties hereby agree that nothing in this Agreement shall be construed as creating a right which is enforceable by any person who is not a party to this Agreement or a permitted assignee of such a party.

13.14. 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.

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

13.15.1. create a partnership or joint venture of any kind between you and Experian Data Quality;

13.15.2. authorise either party to act as agent for the other party;

13.15.3. authorise either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.

13.16. In this Agreement:

13.16.1. any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;

13.16.2. references to clauses and schedules are to the Clauses of and the Schedule to this Agreement;

13.16.3. the singular includes the plural and vice versa;

13.16.4. the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;

13.16.5. where any matter is to be agreed, such agreement must be recorded in writing;

13.16.6. 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.

13.17. 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.

Definitions

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

Agreed Units
An agreed number of consumable units (such as professional services days and/or transactional clicks),

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

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

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;

Group Company
Means any company which is from time to time in relation to Experian Data Quality 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;

Intellectual Property Rights
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;

Licensed Materials
The Licensed Programs and/or any other Third Party Software, Data Sets or related documentation made available by us to you under this Agreement

Licensed Programs
Any Experian Data Quality proprietary software made available by us to you under this Agreement

New Releases
Means any maintenance release relating to the Licensed Materials including, but not limited to, error fixes, minor upgrades and patches (but not including New Versions). included within the fee for the Licensed Materials

New Version
A new version of the Licensed Materials not included within the fee for the Licensed Materials exclusive of any development periods

Your Data
Any data owned by you and provided to us in connection with this Agreement;

Data Set
Any data set forming part of the Licensed Materials;

Data Set Updates
Means any update to a Data Set supplied to you under this Agreement included within the fee for the Licensed Materials

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 specified as such in the Quotation;

End Of Service Life Policy
The End Of Service Life Policy available on our website.

Experian Data Quality, we, us or our
Experian Limited (Company Registration Number 653331)

Outsource Agent
A third party service provider of yours

Permitted Purpose
Unless otherwise stated in the Quotation, your internal business purposes only

Quotation
The Experian Data Quality document entitled "Quotation" or "Call-off Contract" signed by you, and/or any other document signed by you which identifies itself as a "Quotation" for the purposes of this Agreement and/or any Experian Data Quality 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

Renewal Date
any date on which you would be entitled to terminate this Agreement under Clause 2.1

Renewal Fee
as set out in the Quotation

Services
The services specified in the Quotation;

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 Licensed Materials and/or Services (as such document is updated by agreement between the parties from time to time);

Third Party Software
Any third party software forming part of the Licensed Materials

Worldwide Support Policy
The Experian Data Quality worldwide support policy available on our website and as detailed in Clause 7.2

You or Your
The Buyer specified on the Quotation

Appendix 1

Should the Buyer have a licence directly with the Royal Mail, Public Sector Licence, 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 our website www.qas.com/legal. In the event that the Customer 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.

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 our website www.qas.com/legal

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.

1. 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): • One Scotland Mapping Agreement for the public sector in Scotland (OSMA); or • Public Sector Mapping Agreement for the public sector in England and Wales (PSMA); or • The direct contract for the OS Data between the Ordnance Survey and the Customer (excluding OSMA and PSMA); or • The contract between the Customer and third party solution providers for the provision of OS Data.
"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;

2. 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.

3. 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.

4. The Customer shall promptly inform Experian Data Quality of the termination or variation of the Customer's Data Contract.

5. 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.

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 13.17 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;
Quotation or Order Form;
Special Terms (that form part of the Quotation or Order Form);
Supplier Terms and Conditions;
Framework Agreement
Call-Off Contract

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 our website www.qas.com/legal

1. **On Demand – Per Seat**

All usage shall be in accordance with the Fair Usage Policy for QAS Pro On Demand-Per Seat that can be found on https://ondemand.qas.com.

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) Licensed Materials can function.

3. **On Demand – Per Click**

All usage shall be in accordance with the Experian Data Quality SaaS Fair Usage Policy which can be found on www.qas.com/legal.

4. **On Demand – Annual Licence**

You are solely entitled to use these Licensed Materials and/or Services via Your publically 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 Licensed Materials and/or Services.

QAS International Address Data for Pro On Demand - External Per Click

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 our website www.qas.com/legal.

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

You are solely entitled to use these Licensed Materials and/or Services via Your publically 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 Licensed Materials and/or Services.

All usage shall be in accordance with the Fair Usage Policy for QAS Pro On Demand-Per Seat that can be found on https://ondemand.qas.com.

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

About Experian Marketing Services

Experian Marketing Services is the leading global provider of consumer insights, targeting, data quality and cross-channel marketing. We help organisations intelligently interact with today's empowered and hyper-connected consumers.

By helping marketers identify best customers, find more, and then coordinate seamless and intelligent interactions across the most appropriate channels, Experian Marketing Services can deepen customer loyalty, strengthen brand advocacy and maximise profits.

Learn more at www.experian.co.uk/marketingservices

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