



AGREEMENT FOR THE PROVISION OF EXPERIAN PRODUCTS & SERVICES

This Agreement is made between:

	"Experian"	"Client"
Full company name	Experian Limited	Department for Work and Pensions
Registered Office <i>(or, if applicable, principal place of business)</i>	The Sir John Peace Building Experian Way NG2 Business Park Nottingham NG80 1ZZ	Department for Work and Pensions DWP Commercial Directorate Finance Group 5 th Floor 2 St Peter's Square Manchester M2 3AA
Company number, if applicable	653331	N/A

This Agreement shall comprise the following:

- (i) This signature sheet; and
- (ii) The attached Schedule ("the Schedule") and any Appendices to the Schedule; and
- (iii) Experian's Standard Terms and Conditions (as at the Commencement Date), the Terms and Conditions (Appendix A).

The Client acknowledges that it has read and understood the Terms and Conditions and agrees to be bound by them as varied by the Schedule attached. The date of this Agreement shall be the latest date of signature below.

	Experian	Client
Signature of authorised signatory	[REDACTED]	[REDACTED]
Name	[REDACTED]	[REDACTED]
Position	FD DA AND EDQ	COMMERCIAL LEAD
Date	Nov 25, 2020	NOV 25, 2020



SCHEDULE

SECTION 1: CONTRACT INFORMATION

PRODUCTS/SERVICES	
This contract entitles the Client to the following Experian products and services.	
Please see Quotation Number: 07700944	

TIMING AND DATES	
Commencement Date:	01.12.2020
Live Date:	01.12.2020
Term:	The period from the Commencement Date until the date which is 1 year(s) after the Live Date. This Agreement shall automatically terminate upon expiry of the Term.
Minimum Notice Period:	90 DAYS
Contract Year:	For the purposes of this Agreement 'Contract Year' means a twelve calendar month period from the Live Date or any anniversary of the Live Date, or, if this Agreement is for a Term of less than twelve calendar months, the Term;

SPECIFICATION	
Title of document:	ELA 2020-2021
Version number:	1
Date:	



SECTION 2: FEES

FEES (exclusive of VAT)

Experian shall invoice the Client £2,437,200.00 on the Commencement Date of this Agreement for the provision of the Services outlined in Section 1, table titled "Product/Services".

INDEXATION

For the avoidance of doubt, the price indexation provisions contained within Clause 3.6 of the Terms and Conditions apply to the fees (and any Minimum Fee) detailed in this Schedule.
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SECTION 3: FURTHER CONTRACTUAL PROVISIONS

Not applicable



SECTION 4: SPECIAL TERMS

1. DEFINITIONS

1.1 In these Special Terms and Conditions, the following words and express shall have the following meanings:

“Client”	The end-user Client using Names Data provided by Experian;																	
“Data Quality”	Capturing, validating, standardizing, appending, cleaning (including selecting by means of data suppression or de-duplication) and/or matching of the Client’s actual and/or prospective client’s names and addresses to improve data accuracy and operational efficiency;																	
“Enterprise Licence”	A licence granted to the Client, which enables up to 110,000 Users to benefit from the Licensed Material and Services with the named Specified Applications only.																	
“Extended Technical Support”	<ul style="list-style-type: none">• Supplying Data Updates on a reasonably requested format for the Supported Licensed Materials;• Providing first line problem solving/trouble shooting for the Supported Licensed Materials; and• Basic configuration assistance and advice regarding the Supported Licensed Materials																	
“Marketing”	<p>The activity and processes for creating, communicating, delivering (by whatever means) any advertising or marketing material, including the offer for sale of the Client’s goods or services, which is directed to particular individuals</p> <p>and/or</p> <p>The promotion of the Client’s aims and ideals including, without limitation, appealing for funds and/or support and/or attendance at an event promoted by the Client;</p>																	
“Names Data”	The data sourced from Experian’s Consumerview marketing database provided to the Client by Experian, including name, address, date of birth and length of residency information;																	
“Outsource Agent”	A third party service provider of the Client;																	
“Specified Applications”	<table><tr><td>CIS/CIS-R</td></tr><tr><td>SEF</td></tr><tr><td>PTP</td></tr><tr><td>DACS</td></tr><tr><td>LMS</td></tr><tr><td>CRU / NISSA</td></tr><tr><td>Winterfuels</td></tr><tr><td>MOPR 2</td></tr><tr><td>FRAIMS</td></tr><tr><td>ESA</td></tr><tr><td>CMG</td></tr><tr><td>TUO</td></tr><tr><td>PIP</td></tr><tr><td>Debt Manager</td></tr><tr><td>UC, BPAC, RM, RTPF, WAS</td></tr><tr><td>CACS</td></tr><tr><td>TSSG / TSSG (Batch)</td></tr></table>	CIS/CIS-R	SEF	PTP	DACS	LMS	CRU / NISSA	Winterfuels	MOPR 2	FRAIMS	ESA	CMG	TUO	PIP	Debt Manager	UC, BPAC, RM, RTPF, WAS	CACS	TSSG / TSSG (Batch)
CIS/CIS-R																		
SEF																		
PTP																		
DACS																		
LMS																		
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MOPR 2																		
FRAIMS																		
ESA																		
CMG																		
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UC, BPAC, RM, RTPF, WAS																		
CACS																		
TSSG / TSSG (Batch)																		

	Seasonal Payments	
	CFCD	
	D&A	
	IAG	
	Scot Postcodes	
	CIAAD	
	CMG CMS Apply Online	
	Health Assessment Service	
“Value Optimisation Service (VOS)”	Value Optimisation Service (VOS) will assist in maximising the value of the QAS deployment within DWP. The objective of this service is to assist DWP achieve: 1. Rationalisation of software 2. A QAS estate that is easier to control and manage 3. Savings on total cost of ownership	

2. ENTERPRISE LICENCE

- 2.1 The Licensed Materials and Services listed in the Schedule for the Specified Applications are provided on an Enterprise Licence basis. In addition, the Licensed Materials and Services can be used across production, test, disaster recovery and development environments and on any operating system.
- 2.2 The Client shall notify Experian, if the number of Specified Applications or Users exceeds the quantity listed in the Schedule. Any changes may be subject to an increase in license fees and shall be subject to a variation agreement.
- 2.3 Notwithstanding Clause 2.2 if the number of users not using the Experian Licensed Materials and Software increases they shall be exempt from any additional charges.
- 2.4 For the avoidance of doubt the Specified Application named UC covers Universal Credit not Universal Credit Full Service or Universal Credit Digital.
- 2.5 Should the Client need to reduce the User numbers or Specified Applications significantly, Experian shall work with the Client to renegotiate the Enterprise Licence or position a contract based on the number of Users using each Specified Application, before the end of the Contract Year.
- 2.6 Experian shall provide Value Optimisation Service (VOS) to the Client as part of the Enterprise Licence.
- 2.7 Experian shall provide upgrades of the Licensed Materials free of charge, when requested by the Client.

3. EXTENDED SUPPORT

- 3.1 In accordance with Clause 4 of the Experian Data Quality Addendum and Clause 3 of the Data Quality Worldwide Support Service Policy, this Agreement includes Extended Technical Support for Client's Mainframe Supported Licensed Materials until 30/11/2021 ("Extended Support Period"). On acceptance of this Agreement, for the Mainframe Supported Licensed Materials for the duration of the Extended Support Period, Experian shall provide Extended Technical Support for the following Licensed Materials



("Mainframe Supported Licensed Materials"):

Users	Mainframe Supported Licensed Materials	Purchased Platform/ Operating System
110,000	QuickAddress Pro V3.1 Client API	CICS v3.3 - vX

- 3.2 This Extended Technical Support is dependent on the Mainframe Supported Licensed Materials remaining on the purchased platform listed in the above table.
- 3.3 In accordance with Clause 4 of the Experian Data Quality Addendum and Clause 3 of the Data Quality Worldwide Support Service Policy, this Agreement includes Extended Technical Support for your Non-Mainframe Supported Licensed Materials until 30/11/2021 ("Extended Support Period"). On acceptance of this Agreement, for the Non-Mainframe Supported Licensed Materials for the duration of the Extended Support Period, Experian shall provide Extended Technical Support for the following Licensed Materials

("Non-Mainframe Supported Licensed Materials"):

Users	Non-Mainframe Supported Licensed Materials	Purchased Platform/ Operating System
110,000	QAS Database Builder V2.04	Windows 32 Bit
110,000	QuickAddress Batch 4.52 API	UNIX - Solaris v2.0 - v2.x
1	QuickAddress Nearest 3.62 for Siebel 7.8 ZCF - Per Seat	UNIX - AIX v5.x.x
1	QuickAddress Pro 4.03 Web API - Annual Licence	Windows 32 Bit
110,000	QuickAddress Pro 4.03 Web API - Per Seat	UNIX - AIX v5.x.x
110,000	QuickAddress Pro 4.51 Web API - Per Seat	UNIX - Solaris v2.0 - v2.x
110,000	QuickAddress Pro 4.51 Web API - Per Seat	Windows 32 Bit
110,000	QuickAddress Pro 4.51 Web API - Server Charge (GBR)	UNIX - Solaris v2.0 - v2.x
110,000	QuickAddress Pro Web 4.03 for Siebel 7.8 ZCF - Per Seat	UNIX - AIX v5.x.x
110,000	QuickAddress Pro Web 5.05 - Per Seat	UNIX - Solaris v2.0 - v2.x
110,000	QuickAddress Pro Web 5.05 - Server Charge (GBR)	UNIX - Solaris v2.0 - v2.x

- 3.4 This Extended Technical Support is dependent on the Mainframe Supported Licensed Materials remaining on the purchased platform listed in the above table.

Should the Client wish to make any changes to the way the Client use the Mainframe Supported Licensed Materials or Non-Mainframe Supported Licensed Materials (including changes to the operating system on which they are installed), please contact your Experian Data Quality Account Manager.



- 3.5 Extended Technical Support shall not include the following for Mainframe Supported Licensed Materials:
- The provision of any problem solving/troubleshooting for the Mainframe Supported Licensed Materials;
 - the provision of any configuration assistance and advice regarding the Mainframe Supported Licensed Materials;
 - The provision of any assistance installing the Mainframe Supported Licensed Materials;
 - the provision of any assistance installing and updating Data Set Updates for the Mainframe Supported Licensed Materials; and
 - the provision of any bug fixes, product development or maintenance releases.
- 3.6 Extended Technical Support will be subsequently renewed for the same duration and on the same terms, subject to Experian's technical ability. Please note Experian are under no obligation to offer any further Extended Technical Support beyond this Extended Support Period or notify the Client that this Extended Technical Support is no longer provided.
- 3.7 Extended Technical Support does not include New Releases. If the Client requires New Releases relating to the Supported Licensed Materials, this will be dependent on our technical ability to supply New Releases.
- 3.8 All other provisions in the Terms and Conditions remain the same.



EXPERIAN DATA QUALITY ADDENDUM

In the event of any conflict between the terms of this Addendum and the Terms and Conditions, the terms of this Addendum shall take precedence to the extent of such conflict.

DEFINITIONS

The following definitions shall apply to the Agreement and where applicable shall supersede any definition in the Terms and Conditions:

Agreed Units	An agreed number of consumable units (such as professional services days/sessions and/or transactional clicks);
Data Set	Any data set forming part of the Licensed Materials;
End Of Service Life Policy	The End Of Service Life Policy available on https://www.edq.com/uk/standard-terms-and-conditions-and-policies/
Experian Data Updates	Means any update to Experian Data supplied to Client under this Agreement included within the fee for Services;
Initial Term	The period specified as such in the Schedule for each of the Experian Materials;
Last Ship Date	The point at which Experian ceases to physically or electronically ship the specific version of the Licensed/Experian Materials
Live Date	The date set out in the schedule;
Minimum Notice Period	90 days' to expire on the last day of the Initial Term or any subsequent anniversary of that date;
New Releases	Means any maintenance release relating to the Experian Materials including, but not limited to, error fixes, minor upgrades and patches (but not including New Versions). included within the fee for the Experian Materials;
New Version	A new version of the Experian Materials not included within the fee for the Experian Materials;
Per Terminal User Data Set	Experian Data specified as such in the 'Per terminal user data sets' fact sheet located on www.edq.com/uk/standard-terms-and-conditions-and-policies or such other url as Experian notify Client from time to time;
Third Party Data Licensor	Any third party providing Third Party Data Sets;
Third Party Data Set	Any third party data forming part of the Experian Data;
Third Party Data Licensor Terms	Any licence terms of a Third Party Data Licensor relating to a Third Party Data Set;
Third Party Software	Any third party software forming part of the Experian Materials;
Third Party Software Provider	Any third party providing Third Party Software;



Third Party Software Terms	Any licence terms of a Third Party Software Provider relating to Third Party Software;
User	(a) an individual authorised to use the Experian Materials and/or Services; or (b) where Client uses the Experian Materials and/or Services by means of fully automated use of those Experian Materials and/or Services, the device used for that purpose is a User; or (c) where Client uses a Per Terminal User Data Set, an individual work station or terminal or handheld or other portable device authorised to access the Experian Materials is a User; (d) where Client uses software belonging to the Experian Materials an individual work station or terminal or handheld or other portable device authorized to access the Experian Materials is a User.

1. FEES

- 1.1. If any Third Party Data Licensor or Third Party Software provider imposes any increase in royalties, Experian shall be entitled to increase fees by the amount of any and all such increase(s) in royalties, subject to Experian notifying the Client of such increase (notice by email shall suffice) at least 120 days before the expiry of the Initial Term or any subsequent anniversary of the Commencement Date. The increased fees shall apply in place of that originally set out in the Schedule unless this Agreement has been terminated prior to the anniversary of the Commencement Date.
- 1.2. If any of the Services are licensed on a User, copy, application or transaction basis, and a number of Users, copies, applications or transactions stated in the Schedule is exceeded, the Client shall notify Experian and shall become liable to pay increased licence fees on the basis of the increased number of users, copies, applications or transactions from the date when such permitted use is exceeded.
- 1.3. The Initial Contract Value and the fees shall be contingent upon the renewal of all of the Services purchased or renewed in the previous 12 months (under this Agreement or otherwise), save for any Services made available for a development period or related to Agreed Units.
- 1.4. Experian reserves the right to audit the Client and to seek confirmation that the number of Users declared is accurate.
- 1.5. All Fees are payable annually in advance unless otherwise stated in the Schedule.

2. LICENCE TERMS

- 2.1. The Experian Materials set out in the Schedule are licensed on a "single legal entity" basis. Only the Client's licensed employees, individual contractors or Permitted Users shall have access to, and use, the Experian Materials for the direct benefit of that single legal entity. Should any other third party, Client Group Company or other legal entity require access to the Experian Materials the Client will contact Experian promptly and be responsible for payment of any additional fees, including third party data royalties (from the date of use by that third party). Notwithstanding any other term in the Agreement, the liability for such additional fees shall be unlimited. In the event the Schedule includes any Permitted Users, the following additional terms shall apply:
 - 2.1.1. Permitted Users shall have access to the relevant Services on the Client's behalf and for the Client benefit only and for no other purpose; and
 - 2.1.2. any employees, temporary employees or individual contractors of the Permitted User (or terminals where applicable) making use of the Services shall count as the Client's Users for licensing purposes.
- 2.2. If the Schedule identifies that any of the Services are to be made available for a development period, the Client shall not use (or allow use of) those Services for any commercial purposes during that period, and shall not allow use of those Services by more than the permitted number of users during that period.

3. AGREED UNITS



- 3.1. The Client is required to provide 90 days' prior written notice, to expire on the last day of the Initial Term or any anniversary of that date, in the event that the Client wish to reduce the quantity of Experian Materials as stipulated in the Schedule, including but not limited to a reduction in the number of users.
- 3.2. Without prejudice to clause 2.2 above, if this Agreement relates to Agreed Units being made available to the Client, the Client's entitlement to use these Agreed Units shall (unless otherwise stated in the Schedule) expire on the last day of the Initial Term irrespective of whether all of the Agreed Units have been used by the Client and without any obligation on Experian's part to provide any refund for unused Agreed Units.
- 3.3. If this Agreement relates wholly to Agreed Units being made available to Client then notwithstanding the Initial Term referenced in the Schedule, this Agreement shall end upon the first to occur of:
 - 3.3.1.all of the Agreed Units having been used; and
 - 3.3.2.the last day of the Initial Term.

4. TECHNICAL SUPPORT

- 4.1. Experian will provide technical support services in relation to any of the Services in accordance with Experian Licensed Software and Supported Service and Support Appendix
- 4.2. Experian will provide the Client with Experian Data Updates and New Releases (which do not include upgrades that Experian identifies as New Versions in accordance with Experian's policy in relation to the same from time to time and the End of Service Life Policy). The Client shall install all such Experian Data Updates and New Releases as soon as reasonably practicable in order to not affect Experian's ability to offer technical support services.
- 4.3. New Versions will be made available by agreement and unless otherwise agreed will be subject to an additional charge.
New Versions, New Releases and Experian Data Updates made available to the Client shall (unless otherwise agreed) be subject to the provisions of this Agreement as if they formed part of the original Services.

5. ADDITIONAL LICENCES

- 5.1. If at any time the parties agree to vary the basis on which the Client is using any of the Services by:
 - 5.1.1.varying the number of permitted users;
 - 5.1.2.increasing the number of permitted transactions;
 - 5.1.3.upgrading the Experian Materials;
 - 5.1.4. including additional Data Sets; and/or
 - 5.1.5. changing the location, application, equipment or operating environment which applies to the Services in question.

any such amendments should be recorded in a variation to the Agreement which shall be amended to incorporate the provisions of such amendments or changes as listed above.

6. THIRD PARTY

- 6.1. In addition to the rights under clause 10 of the Terms and Conditions, Experian may terminate this Agreement (or any part thereof) immediately by providing notice:
 - 6.1.1. if any claims are made, or in Experian's reasonable opinion are likely to be made, by any third party alleging that its Intellectual Property Rights are infringed by the Client's use of the Experian Materials as permitted by the terms of this Agreement.
 - 6.1.2.if Experian loses the right to distribute any Third Party Data Set or Third Party Software as contemplated by this Agreement, or (subject to Experian giving the Client not less than 12 months' prior written notice) if Experian decides to discontinue the provision of any Experian Materials containing the relevant Third Party Data Set or Third Party Software.



- 6.2. The Client shall comply with any relevant Third Party Data Licensor Terms or Third Party Software Terms imposed on Experian by a Third Party Data Licensor or Third Party Software Provider as notified to the Client by Experian or as made available on the Experian website at <https://www.edq.com/uk/standard-terms-and-conditions-and-policies/> (or such other URL as Experian informs Client of from time to time). Notwithstanding any other term in the Agreement, the Client's liability in relation to a breach of this clause shall be unlimited.
- 6.3. If at any time during the term of this Agreement, any such Third Party Data Licensor Terms or Third Party Software Terms change, Experian will notify the Client, and the Client shall be entitled to terminate the use of any Experian Materials materially and adversely affected by the change by notice in writing to Experian.
- 6.4. In the event of termination in accordance with clause 6.1 or 6.3 above, Experian shall refund the Client on a pro rata basis the amount of any fee paid in advance which relates to use of the relevant Experian Materials during any period following termination. If the Schedule indicates that the Client is not being charged royalties in respect of any Experian Materials as a result of the Client having a direct contractual relationship with a Third Party Data Licensor and/or Third Party Software Provider, the Client shall indemnify Experian against any claim for unpaid royalties made against Experian by such Third Party Data Licensor and/or Third Party Software Provider as result of the use by the Client of the Experian Materials. Notwithstanding any other term in the Agreement, the indemnity provided under this clause shall be unlimited.
- 6.5. Subject to any contrary provision in any Third Party Licensor Terms or Third Party Software Terms and other than as specified in the Terms and Conditions, 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.



Experian Licensed Software and Supported Service and Support Appendix

Version v1.7 (Adopted: March 2020)

1. General

- 1.1.** In relation to the Supported Services and/or Licensed Software forming part of the Experian Materials defined in Section 1 (*Contract Information*) of the Schedule (the “**Section 1 Services**”), and subject to the performance by the Client of its obligations, Experian shall perform the Services defined herein.
- 1.2. Experian shall:**
 - act reasonably in the prioritisation of Client Records;
 - 1.2.1.** provide prior notification to the Client of all Hot Fixes, Patches, Service Packs and Releases in respect of the Licensed Software in writing;
 - 1.2.2.** where Experian are hosting, apply Hot Fixes, Patches and Service Packs as soon as reasonably practicable to the Licensed Software listed in Licensed Software at no additional charge to the Client;
 - 1.2.3.** where the Client procures a Release, agree any fees between the parties acting reasonably;
 - 1.2.4.** provide the Client with prior written notice of any activities that may impact the availability of the Section 1 Services; and
 - 1.2.5.** take all reasonable steps to minimise any impact on the availability of the Section 1 Services.
- 1.3. The Client 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 Client personnel are suitably skilled and trained;
 - 1.3.5.** be responsible for the Client Environment;
 - 1.3.6.** provide and maintain a list of Client personnel to respond to queries by Experian during Core Hours;
 - 1.3.7.** in relation to the Services, where reasonably practicable, provide at least 30 days’ prior written notice of any changes, planned or otherwise:
 - a) to the Client Environment; or
 - b) which could impact business volumes;
 - 1.3.8.** perform configuration management and maintain and make available a change log detailing changes made in relation to the Services;
 - 1.3.9.** where hosting the Licensed Software, apply Hot Fixes, Patches and Service Packs as soon as reasonably practicable to the Licensed Software at no additional charge to the Client;

2. Service Desk

2.1. Experian shall:

- 2.1.1.** provide a point of contact via phone, email, or as otherwise agreed in writing during Core Hours (the “**Service Desk**”);
- 2.1.2.** create a written record of all Client 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. Experian shall:

- 3.1.1.** acknowledge and fulfil each Service Request during Core Hours only.

3.2. The Client shall:

- 3.2.1.** raise each Service Request with the Service Desk via email, or as otherwise agreed in writing.

4. Operational Change

4.1. Experian shall:

- 4.1.1.** acknowledge a Request for Operational Change received from the Client; and

- 4.1.2. provide the Client with an initial response defining any further information that is required from the Client to enable preparation by Experian of a Final Response or confirmation that no further information is required to enable preparation of a Final Response in accordance with the timeframes in Table 1 (*Change Types*).
- 4.1.3. provide a Final Response; and
- 4.1.4. on receipt of a purchase order expressly accepting Experian's Final Response, implement the Operational Change accordingly.
- 4.2. The Client shall:**
 - 4.2.1. if wishing Experian to make a change to the functionality of Section 1 Services, submit an email request for Operational Change;
 - 4.2.2. provide such information as is reasonably requested by Experian in relation to the request for Operational Change;
 - 4.2.3. within 30 days of receiving a Final Response, inform Experian via email as to whether the Client wishes to proceed with the Operational Change and if so, issue Experian with written confirmation to proceed, followed promptly by a purchase order for the amount stated in the Final Response;
 - 4.2.4. provide written approval and a confirmation of successful / satisfactorily performed testing, prior to moving into a production environment, and arrange further testing post Operational Change implementation
 - 4.2.5. where unable or unwilling to perform testing, accept any associated risks are understood including, but not limited to, the failure of the Section 1 Services to perform per the Specification.

Table 1 – Change Types

Change Type	Type Definition	Initial Response
Standard Change	A pre-authorised Operational Change that is always low risk, common and follows a predefined procedure or work instruction.	1 Working Day
Normal Change	Any Operational Change that is not a Standard Change e.g. enhancements or optimisations, Client customisations, solution/design changes.	10 Working Days

5. Incident Management

5.1. Experian shall:

- 5.1.1. where an Incident is reported by the Client, during Core Hours restore Normal Service Operation or apply a Workaround, as soon as reasonably practicable;
- 5.1.2. using its sole discretion, based on input from the Client, prioritise all Incidents in accord with Table 2 (*Incident Prioritisation*);
- 5.1.3. provide regular updates in the event of a Priority 1 Incident reported by the Client, until Normal Service Operation is resumed; and
- 5.1.4. on resumption of Normal Service Operation, or the application of a Workaround, notify the Client, and close the Incident after five working days if no further response received.

5.2. The Client shall:

- 5.2.1. promptly notify Experian of any potential Incidents;
- 5.2.2. undertake any initial investigation of the calling application, Client Environment and Client data;
- 5.2.3. provide notification by phone of suspected Priority 1 Incidents; and
- 5.2.4. cooperate fully with Experian in diagnosis of Incidents.

Table 2 – Incident Prioritisation

Priority Level	Priority Definition
P1	Major Operational Incident: Functionality of the Section 1 Services is materially impacted. For the avoidance of doubt, any failure of the functionality of the Section 1 Services which affects security or regulatory compliance is deemed material.
P2	Significant Operational Incident: Functionality of the Section 1 Services is degraded by more than 25%. e.g. performance significantly outside the Specification.
P3	Minor Operational Incident: Functionality of the Section 1 Services is degraded by less than 25% or requires additional effort from the Client e.g. performance outside the Specification.
P4	Non-Operational Incident: No daily operational impact to functionality of the Section 1 Services e.g. a Known Error or aesthetic issue.

6. Excluded Services

6.1. Experian shall be entitled to charge the Client in arrears in accordance with its then current rates (including travel and subsistence if applicable) for performance of the following:

6.1.1. Attendance at a Client site where approved by the Client in writing;

6.1.2. Where Experian is required to remedy an Incident or implement a change:

- a) where the Client has failed to perform its obligations or failed to follow Experian's reasonable instructions; or
- b) where Experian is requested to perform any services outside of Core Hours;
- c) where Application Data contained in an Initial Input File is not in the Agreed Format.
- d) where a reported Incident is attributable to non/late provision of an Initial Input File, from the Client.

7. Escalations

7.1. Experian shall:

7.1.1. act reasonably in addressing any escalations from the Client;

7.1.2. request escalation where a Record On Hold is not being acted upon to Experian's satisfaction;

7.2. The Client shall:

7.2.1. request escalation if a Record is not resolved to the Client's reasonable satisfaction; and

7.2.2. escalate any concerns where reasonably requested by Experian.

8. Definitions

Unless otherwise defined below, terms used herein shall have the meaning given to them in the Terms and Conditions.

"Agreed Format" means the format and content of the Application Data defined within the Specification;

"Application Data" means data submitted by the Client or agreed 3rd Party, on behalf of the Client;

"Client Environment" means any asset the Client is directly responsible for, including sub-contractors, third-party service providers, excluding Experian, required for the usage of (including resilience (system / data back-ups)) or connectivity to the Section 1 Software;

"Core Hours" means 09:00 – 17:00 (UK time) during a Working Day;

"Final Response" means a response in writing from Experian to the Client in response to a request for Operational Change, containing the following information:



- a) change(s) to the functionality to be implemented;
- b) activities to be performed in implementing the change(s);
- c) timeframes for implementation of such change(s); and
- d) fees and invoice terms for the implementation.

"Hot Fix" means a partial release of one or more components of the Licensed Software. This would usually include but not be limited to: bug fixes and/or performance improvements and/or compliance or security advisory mitigations;

"Incident" means an unplanned interruption to, or reduction in the quality of the Section 1 Software;

"Initial Input File" means the submission of Application Data;

"Licensed Software" means the software listed that forms part of the Experian Materials as defined within the Schedule, Section 1 Services;

"Major Release" means a new version of the Licensed Software that varies in a significant way from its predecessors by way of functional enhancements or architectural changes;

"Minor Release" means a new version of the Licensed Software that varies in small ways from its predecessors. This usually means improvements to the functionality and/or performance and/or occasionally, minor architectural changes;

"Normal Service Operation" means the operational state where the Section 1 Software is operating in accordance with the Specification;

"Operational Change" means the addition, modification or removal of anything that could have a material impact on the Services and requiring Experian effort of 20 man days or less;

"Patch" means a code change to a computer program to address a critical problem in Experian software or fix security vulnerabilities;

"Release" means a Minor Release or a Major Release only; for the avoidance of doubt, this does not include a Hot Fix, Patch or Service Pack;

"Service Request" means a Client request, by way of email, or as otherwise agreed in writing, to the Service Desk e.g. a password reset request;

"Supported Service" means the Service(s) supported by Experian as defined within the Schedule, Section 1 Services;

"Unsupported Software" means software in respect of which Experian has no obligation to provide the Services;

"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.

Appendix A

EXPERIAN TERMS AND CONDITIONS VERSION 4.4

("TERMS AND CONDITIONS") ADOPTED: 03/2018

SECTION A: CORE TERMS

These Core Terms shall always apply.

1. PRIMARY OBLIGATIONS AND WARRANTIES

- 1.1. Experian shall:
 - 1.1.1. provide the Services in the Territory in accordance with the Specification;
 - 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 Client shall provide Experian with any information or assistance which the parties have agreed the Client shall provide in order for Experian to perform its obligations under this Agreement, and shall use all reasonable endeavours to ensure that any such information provided to Experian 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 Commencement Date and, subject to the provisions for early termination set out in this Agreement, shall continue for the Initial Term and thereafter unless terminated by either party serving on the other not less than the Minimum Notice Period to expire on or after the end of the Initial Term.

3. PAYMENTS AND INVOICING

- 3.1. The Client shall pay the fees set out in the Schedule.
- 3.2. Apart from any sums which are stated in the Schedule to be payable in accordance with a specified payment timetable, all sums payable by the Client to Experian 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 Client to Experian is not paid in cleared funds by its due date, Experian 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, Experian shall, on giving written notice to the Client, 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 Client agrees in the Schedule to pay a minimum fee over any particular period, and it does not meet such minimum fee requirement in that period, Experian shall be entitled to invoice the Client 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 Experian 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.
- 3.6. The fees set out in the Schedule will be fixed, save that Experian shall be entitled to increase the fees on the date(s) set out in the Schedule (or, if none, then each anniversary of the Commencement Date) by such percentage as is equal to the percentage increase in the Relevant Index for the most recent period of 12 consecutive months for which figures are available.

4. NATURE AND USE OF THE SERVICES

- 4.1. Experian's services are not intended to be used as the sole basis for any business decision, nor to relieve the Client of its obligation to comply with its own obligations under Applicable Law. Experian Data is based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for Experian to guarantee. Experian's services also involve models and techniques based on statistical analysis, probability and predictive behaviour. The Client 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, Experian will be liable if it fails to comply with its obligation under Clause 1.1.2 but Experian is not able to accept any other liability for:
 - 4.1.1. any inaccuracy, incompleteness or other error in the Experian Data which arises as a result of data provided to Experian by the
Client or any third party; or
 - 4.1.2. any failure of the Services to achieve any particular result for the Client or any Permitted User.
- 4.2. The Client agrees that it will:
 - 4.2.1. use the Services, and/or Experian Materials provided under this Agreement, for the Permitted Purpose only and in accordance with any Documentation;
 - 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 Experian 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, de-compile or otherwise interfere with any Experian Materials provided under this Agreement without the prior written consent of Experian or as otherwise permitted by law; and
 - 4.2.4. only take such copies of the Experian Materials as are reasonably required for the use of the Experian Materials in accordance with this Agreement.

5. COMPLIANCE AND AUDIT

- 5.1. Each party shall in connection with the provision or use of the Services (as appropriate) comply with all Applicable Laws which are applicable to that party.
- 5.2. Each party shall permit the other (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 Client shall not copy, interfere with and/or use in any unauthorised way any User Access Device provided by Experian.
- 5.4. It is the Client's responsibility to inform Experian of any unauthorised use and/or disclosure of any User Access Device so that Experian can suspend or disable that User Access Device as appropriate. The Client shall remain liable for any and all fees for the Services incurred in connection with the use of any User Access Device, until the Client has informed Experian.
- 5.5. Each party will cooperate and share information with the other as reasonably necessary from time to time (including in circumstances where the parties may individually or collectively have caused detriment to end consumers) to ensure that both parties discharge their regulatory obligations, and in order to help achieve positive consumer outcomes.
- 5.6. Without prejudice to the general obligations under Clause 5.1, each of the parties shall in connection with this Agreement:
 - 5.6.1. comply with the Anti-Corruption Requirements and the Anti-Slavery Requirements;
 - 5.6.2. not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017, a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.
- 5.7. Each party shall have and shall maintain in 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 Client being the recipient) Permitted Users to the extent required to exercise the Permitted User Rights;
 - 6.2.5. (in the case of Experian being the recipient), agents and sub-contractors of Experian who necessarily require it as a consequence of the performance of Experian's obligations under this Agreement.
- 6.3. As a condition of the rights set out in Clause 6.2 the party wishing to exercise the rights must:
 - 6.3.1. ensure that any person to whom it discloses Confidential Information is under an obligation of confidentiality which is substantially the same as set out in this Clause 6 in relation to such Confidential Information; and
 - 6.3.2. procure that such persons observe the restrictions in this Clause 6.
- 6.4. The restrictions in Clause 6.1 do not apply to any information to the extent that it:
 - 6.4.1. is or comes within the public domain other than through a breach of Clause 6.1; or
 - 6.4.2. is in the recipient's possession (with full right to disclose) before receipt from the other party; or
 - 6.4.3. is lawfully received from a third party (with full right to disclose); or
 - 6.4.4. is independently developed by the recipient without access to or use of the Confidential Information of the disclosing party; or
 - 6.4.5. is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body or in accordance with the rules of any recognised stock exchange.
- 6.5. The parties acknowledge that from time to time the parties may discuss the provision of additional and/or new products and services by Experian to the Client and/or that Experian may bid to provide new products and/or services to the Client (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 Experian to the Client; and
 - 6.5.3. the recipient shall return to the other party all materials containing the other party's Confidential Information immediately upon demand by the other party.



6.6. Where Experian processes Personal Data contained within Client Data, the terms of Clause 18 shall govern such processing and Personal

Data contained within Client 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 Client Materials will remain vested in the Client (or its relevant licensors) and to the extent that any rights in such materials vest in Experian by operation of law, Experian hereby assigns such rights to the Client.

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

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

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

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

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):

9.1.1. for breach of its obligations under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

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 Client to Experian 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 Client 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 Experian becomes aware that a Permitted User is on such a sanctions list, Experian shall be entitled to terminate the Permitted User Rights immediately on serving written notice on the Client; or
- 10.1.5. where a Change in Law renders some or all of the activities of 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 Client shall, at Experian's request either return any Experian Materials to Experian or destroy such materials and, if destroyed, provide a certificate stating that such materials have been destroyed; and
- 10.3.3. Experian shall promptly return any Client Materials to the Client on request.
- 10.4. The obligations under Clause 10.3 shall not apply where it is necessary to retain any Confidential Information, Experian Materials or Client 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 18) shall continue to apply to any information or materials retained.

- 10.5. The licences granted by Experian under this Agreement will automatically expire on termination of this Agreement for any reason and the Client shall, other than as set out in Clause 10.4, cease to use all Experian Materials (unless any licence is expressed in the Schedule 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 Experian 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 Client 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 Experian, with a copy to Experian's Registered Office).
- 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 Schedule 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 Client and Experian;
 - 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 Experian Terms and Conditions in which they appear, unless reference is made to another set of Experian Terms and Conditions;
 - 14.11.3. references to schedules are to the Schedule;
 - 14.11.4. the singular includes the plural and vice versa;
 - 14.11.5. the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
 - 14.11.6. where any matter is to be agreed, such agreement must be recorded in writing; and
 - 14.11.7. 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 Schedule 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. Experian grants the Client (subject to Clauses 4.2 and 10.5) a non-exclusive non-transferable licence to use any Experian Materials provided as part of the Services in the Territory for the Permitted Purpose on any licence terms identified in the Schedule. The licence granted under this Clause is made separately in respect of each individual element of the Experian Materials and commences on the day that each element of the Experian Materials is first made available to the Client.
- 15.2. The use by the Client of any Services which are dependent upon data derived from a Data Sharing Scheme is conditional upon the Client 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, Experian shall be entitled to discontinue the provision of any and all Services which utilise data from the relevant Data Sharing Scheme.

16. CLIENT OBLIGATIONS

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

17. USE OF CLIENT MATERIALS

- 17.1. The Client grants Experian (subject to Clause 10.3) a royalty free, non-exclusive, non-transferable licence to use (and copy) the Client

Materials solely for the purposes of:

- 17.1.1. performing this Agreement; and
- 17.1.2. complying with any requests made to Experian 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 Client instructs Experian to, and agrees that Experian may, process the Client Data for the Agreement Purposes.
- 18.4. There are circumstances in which Experian will or may be a Processor of Client Data. Experian agrees that when, and to the extent that from time to time, it is a Processor of Client Data it shall:
 - 18.4.1. process the Client Data only in accordance with the Client'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 Client Data outside the European Economic Area, other than on an occasional and temporary basis to third parties appointed as general suppliers of technology and services to Experian in order to 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 Client 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 Experian shall be entitled to appoint third parties as general suppliers of



technology and services, provided that such third parties do not carry out specific Processing activities on behalf of the Client);

- 18.4.5. ensure that where Experian 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 Experian carries out as a Processor of Client Data assist the Client by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client'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 Client in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing Experian carries out, and the information available to Experian, in its capacity as a Processor of Client Data;
 - 18.4.8. (at the request of the Client) 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 Client) provide the Client with any information which it is reasonable for Experian to provide to allow the Client 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 Client immediately if in the opinion of Experian any instruction of the Client referred to in Clause 18.4.1 infringes the GDPR or any other relevant data protection provision;
 - 18.4.11. notify the Client without undue delay after becoming aware of a Personal Data Breach relating to the Client 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); and
 - 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 Schedule states that there are

Permitted Users in connection with this Agreement.

19. PERMITTED USERS

- 19.1. It may be of benefit to the Client for agreed third parties to have certain access to the Services. The Client 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 Experian, the Client agrees as follows:



- 19.1.1. the Client 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 Client and/or a Permitted User under or in connection with this Agreement;
- 19.1.4. unless expressly agreed otherwise in the Schedule, a Permitted User must at all times be a Client Group Company in order to have access to the Services as set out in this Agreement. If any Permitted User is no longer a Client Group Company, the rights of the relevant Permitted User will automatically terminate (without further notice and without liability to Experian) on the date it ceases to be a Client Group Company; and
- 19.1.5. if the Client's rights under this Agreement terminate (for whatever reason), the Permitted Users Rights shall also automatically terminate (without further notice and without liability to Experian).

19.2. References to Client 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:

Word or Expression	Meaning
Agreement	The agreement between Experian and the Client incorporating the relevant Sections of these Terms and Conditions (as applicable) and the other documents and terms referred to in the Schedule;
Agreement Purposes	The purposes of Experian providing the Services as contemplated by this Agreement, and for such other purposes as the parties may agree from time to time;
Anti-Corruption Requirements	All Applicable Law relating to anti-bribery and anti-corruption including the Bribery Act 2010;
Anti-Slavery Requirements	All Applicable Law relating to anti-slavery and human trafficking including the Modern Slavery Act 2015;
Applicable Law	All legislation, regulations, and other rules having equivalent force which are applicable to the provision or use of the Services under this Agreement;
Change in Law	the coming into effect of a new Applicable Law or a change in Applicable Law or a fundamental change in the judicial interpretation of Applicable Law after the date of this Agreement,
Client Data	Any of the data (including Personal Data) and/or databases supplied by the Client and provided to Experian in connection with this Agreement but excluding any data supplied to the Client by Experian;
Client Materials	Any of the items provided to Experian by the Client in connection with this Agreement and includes Client Data;
Commencement Date	The Commencement Date set out in the Schedule or in the absence of such date then the date that on which this Agreement is signed by the final signatory;
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, clients or Group Companies in or on any medium or format;
Contract Year	A twelve calendar month period from the Commencement Date or any anniversary of the Commencement Date, or, if this Agreement is for a Term of less than twelve calendar months, the Term;
Core Terms	The provisions set out in Section A and the definitions set out in Section D of these Terms and Conditions;
Data Protection Legislation	All Applicable Law relating to data protection and privacy;
Data Sharing Scheme	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;
Data Sharing Scheme Rules	The rules of the relevant Data Sharing Scheme;
Derivative Output	Information, data and materials that are derived, prepared or generated by Experian and/or its sub-contractors pursuant to (and/or as a consequence of) the Services, including search footprints but excluding the Client Materials themselves;



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;
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Word or Expression	Meaning
Experian Data	Any of the data (including Personal Data) and/or databases and/or scores supplied by Experian to the Client in connection with this Agreement but excluding the Client Data;
Experian Materials	Software and any materials, Documentation, Scorecards or other items developed and/or licensed by Experian to the Client in connection with this Agreement and includes Experian Data;
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;
GDPR	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;
Group Company	any company which is in relation to Experian or (as the case may be) the Client, 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. "Experian Group Company" and "Client Group Company" shall be interpreted in this way;
Initial Contract Value	The greater of (1) the amounts (excluding VAT) payable by the Client under this Agreement in the first Contract Year as specified in the Schedule; and (2) the amounts (excluding VAT) actually paid by the Client under this Agreement in the first Contract Year;
Initial Term	The period specified as such in the Schedule;
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;
Materials	means Client Materials or Experian Materials, as appropriate;
Minimum Notice Period	The minimum period of notice to be served by either party to terminate this Agreement as set out in the Schedule (and if none is specified 12 months);
Permitted Users	The permitted users identified in the Schedule;
Permitted User Rights	The rights of the Permitted User set out in the Schedule;
Permitted Purpose	Unless otherwise set out in the Schedule, the internal business purposes of the Client in the Territory and not in any event for the provision of bureau services to any third parties;
Personal Data	The definition specified in the Data Protection Legislation;
Personal Data Breach	The definition specified in the GDPR;
Processing	The definition specified in the Data Protection Legislation;
Processor	The definition specified in the Data Protection Legislation;
Project Timetable	Any timetable expressly set out or referred to in the Schedule or otherwise agreed between the parties from time to time;
Relevant Index	(i) in respect of man day rates the relevant managerial and/or professional band of the HAY Index produced by The HAY Group Management Limited (Company No 763575) based on the financial provincial scales for systems staff in the managerial and professional bands as the case may be; and (ii) in respect of all other fees the U.K. All Items index of the Retail Prices Index as published by the Office for National Statistics (or its successor from time to time), or any official index replacing it; If any of indices referred to in (i) or (ii) above ceases to be published then a broadly equivalent index (as may be reasonably determined by Experian) will be used as a substitute;
Schedule	The schedule or schedules which describe the subject matter and specific terms relating to this Agreement;
Scorecard	A statistical formula derived to aid decision making and any supporting material in relation to such formulae;
Services	The services as specified in the Schedule and all other services supplied by Experian to the Client under or in connection with this Agreement, including the provision and grant of licences in respect of any Experian Data and/or Experian Material;
Specification	Any document identified as a specification in the Schedule (as such document is updated by agreement between the parties from time to time), or if none, Experian's standard configuration for the Services from time to time;
Term	The duration of this Agreement as determined in accordance with Clause 2.1;
Territory	The United Kingdom or such other territory as is specified in the Schedule;
User Access Device	Any identification code, username, password, digital certificate, web certificate or any other security device provided by Experian and used by the Client to access the Services.

