

**SUPPLIER TERMS AND CONDITIONS FOR THE PROVISION OF PRODUCTS AND SERVICES – DELPHI
SELECT (“SUPPLIER TERMS AND CONDITIONS”)**

SUPPLIER TERMS AND CONDITIONS PART A

SERVICE SPECIFIC TERMS

SET UP AND MIGRATION SERVICES

Set up and migration services are required for this Cloud Software. Details are available on the Cloud support services section of G-Cloud.

SERVICE AND SUPPORT TERMS

The Supplier shall provide the Services in accordance with the Supplier Terms and Conditions Part C (Service and Support Terms).
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TERMS RELATING TO ANY SERVICE WHICH USES DATA OBTAINED FROM A DATA SHARING SCHEME
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The following definitions are used in this Section of the Supplier Terms and Conditions:

- “Data Sharing Scheme” means 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, such as (but not limited to) the Payment Performance Scheme, CAIS and Commercial CAIS.
 - “Data Sharing Scheme Rules” means the rules of the relevant Data Sharing Scheme.
1. The use by the Buyer of any Services which are dependent upon data derived from a Data Sharing Scheme is conditional upon the Buyer complying with the relevant Data Sharing Scheme Rules which are in force from time to time.
 2. If at any time this condition is not satisfied, the Supplier shall be entitled to discontinue the provision of any and all Services which utilises data from the relevant Data Sharing Scheme.

TERMS RELATING TO DELPHI BOOST SERVICES (DELPHI FOR NEW BUSINESS) - FOR FULL CAIS MEMBERS
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1. The Buyer agrees that any reference in this Call-Off Contract to the Delphi for New Business Service being used for the Buyer’s internal business purposes shall mean the following activities, carried out in the context of its assessments for new lending decisions only:
 - a. internal analysis to assess how to include the Delphi for New Business Service within its new lending decisioning;
 - b. pre application/ qualification decisions; and
 - c. credit application decisions, being the decision itself and/ or assessing the suitability of the credit product applied for and the terms on which that product is made available.

Any other use restriction, including Territory and/ or Permitted Users shall still apply. For the avoidance of doubt, the Supplier Data shall not be used to enhance, inform or update the

Buyer's or any third party methodology, and the Buyer will not reverse engineer, decompile, disassemble or otherwise attempt to derive techniques, processes, algorithms, know-how or other information from the Supplier Data or permit or induce the foregoing.

2. Paragraph 1 does not permit the Delphi for New Business Service to be used for or in connection with customer management decisions.
3. The Buyer acknowledges and agrees the intended effect of paragraphs 1 and 2 above is that the Buyer's use of the Delphi for New Business Service is limited to the consent provided by the individual to Supplier for the use of this data with lenders.
4. The Buyer acknowledges and agrees that:
 - a. the Premium Value Data Services utilise Supplier's proprietary categorisation engine, which uses machine learning techniques to predict the type of income or expenditure category a particular bank transaction should be allocated to. As bank transaction data is a new data set, this means that some transactions are more difficult to accurately categorise, for example, those with more obscure transaction descriptions. This will improve with time as more transaction data is processed by the categorisation engine;
 - b. the Supplier Boost score and the categorisation engine do not distinguish whether a connected bank account is a sole or joint account, and the transaction data from either type of account is treated the same way when processed, and no indication will be provided as to whether the connected bank account is a sole or joint account;
 - c. the Premium Value Data Services will only be provided if (i) the consumer has provided consent which has not expired or been withdrawn, and (ii) the data features have a positive impact on the consumer's score;
 - d. Supplier is not able to guarantee that it will be able to provide the Premium Value Data Services, as it is reliant on third party data sources making such data available to it; and
 - e. if any provider of a data source requires Supplier to pay any fees to access data, Supplier may remove such data source from the scope of the Services, unless the Buyer agrees to pay additional fees (to be agreed between the parties).
5. The Buyer shall implement adequate technical and organisational controls to ensure the Delphi for New Business Service is used in accordance with paragraph 1 above only and shall promptly complete in full and return to Supplier any attestation or questionnaire relating to its compliance with the use restrictions in paragraph 1 above.
6. Each party shall be a controller in its data processing activities in relation to the Delphi for New Business Service and shall make its own assessment as to how it will satisfy its requirements under GDPR, and as to its grounds for processing the data. Supplier has set out below its grounds for processing in relation to the Delphi for New Business Service.
7. Pursuant to GDPR the parties agree that there are procedures already in place for dealing with individual rights, including access, and the parties agree to amend their own procedures, to the extent that it is necessary, to address the new data being shared as a result of these amendments to the Delphi for New Business Service.
8. The Buyer acknowledges that Supplier may develop the Delphi Boost Services in the future. Supplier shall not be required to provide any subsequent developments or versions of the Delphi Boost Services to the Buyer, unless a revised fee for such services is agreed between the parties.

Data Processing Grounds

Data Asset	Grounds for processing (including for sharing the data with Buyers where relevant)
Credit reference data and Delphi Score	Legitimate interests
Open banking data provided by the customer to Supplier through the Boost Account Information Service and Delphi Boost.	<p>1. Performance of a contract – Supplier obtains contractual consent from the Payment Service User (under the Payment Service Regulations 2017) when they enter into the contract for Supplier to provide to them the Supplier Boost Account Information Service.</p> <p>Supplier ceases to use the open banking data, other than where it is processed under the compliance with the law processing ground, when the customer withdraws their contractual consent and no longer requests the Boost Account Information Service. It also ceases to use the data to calculate the Delphi Boost, and ceases sharing the Delphi Boost and associated data block with Buyers, when the customer has disconnected (or not re-authenticated) all of its connected bank accounts.</p> <p>2. Compliance with the Law</p>
Data relating to silent parties (i.e. individuals whose personal data is reflected in the transaction data because, for example, they have been paid by, or received payment from, the Payment Service User) that is within the open banking data.	<p>Legitimate interests</p> <p>This data is not shared with Buyers.</p>

TERMS RELATING TO DETECT SERVICE

The Buyer acknowledges and agrees that where the Buyer is taking the Supplier's Detect Service (or any service which utilises the Supplier's Detect database) then the Supplier will take Buyer Data and include this as part of the Supplier's Detect database.
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TERMS RELATING TO ADDRESS LINK DATA
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If address link data is used by the Buyer as part of or in connection with any of the Services, the Buyer agrees that (as a condition of such use and for so long as the Buyer continues such use), the Supplier may use address link data derived from data contributed by the Buyer to any database hosted and/or controlled by the Supplier in order to provide address link data services to its clients generally. Address link data is used as part of the "Supersearch" service.

TERMS RELATING TO AUTHENTICATION SERVICES
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| <ol style="list-style-type: none">1. The Buyer will ensure that at the point of collection of the personal data, the relevant individual is informed of the following principles;<ul style="list-style-type: none">• A search will be carried out with the Supplier for the purposes of verifying their identity.• The Supplier may check the details they supply against any particulars on any database (public or otherwise) to which they (the Supplier) have access in order to verify their identity.• The Supplier will retain a record of the search.2. If any such notification is not provided by the Buyer, the Buyer undertakes to the Supplier that it shall not attempt to use the Services in respect of the relevant individual.3. The Buyer acknowledges that where the Buyer is licensed to access GRO Mortality data within the Supplier Services the Buyer must provide, as a minimum, name and date of birth details for the relevant individual. |
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TERMS AND CONDITIONS RELATING TO BT OSIS DATA
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- 1 In order for the Supplier to provide Services which utilise BT OSIS data to the Buyer and in order for the Supplier to comply with the licence terms which British Telecommunications plc and/or other third party suppliers of telephone number data require all users of such data similar to the Supplier to accept, the Buyer:
 - 1.1 Appoints the Supplier as its agent under this Call-Off Contract for the purpose of using Buyer Data to carry out directory enquiry searches for and on behalf of the Buyer;
 - 1.2 Authorises and instructs the Supplier to:
 - 1.2.1 Use any retrieved telephone numbers resulting from such directory enquiries for the sole purpose of comparing such telephone numbers against any telephone numbers contained within the relevant and applicable Buyer Data and producing a score based upon whether there was or was not a match of telephone numbers; and
 - 1.2.2 Incorporate the score referred to in paragraph 1.2.1 into the overall score delivered to the Buyer by the Services;
 - 1.3 Further instructs and confirms to the Supplier that telephone numbers retrieved from such directory enquiry searches are for use as input into the comparison process described in paragraph 1.2 only and the Supplier is not required to return such telephone numbers to the Buyer.

TERMS RELATING TO ROYAL MAIL NCOA® ALERT DATA

If the Buyer is taking any Services utilising Royal Mail NCOA® Alert Data, the provisions of the Appendix 1 entitled "Royal Mail NCOA® Alert Data – End User Agreement" shall apply.

TERMS RELATING TO EXPIN

- 1 For the purposes of this Clause, "ExPin" means the ten-digit reference number key generated by the Supplier and provided to the Buyer for the purposes of matching consumer records.
- 2 The following terms apply to use of the ExPin by the Buyer:
 - 2.1 the ExPin shall only be used for such purposes as the Buyer has notified the data subject that it will process Personal Data and utilise the services of a credit reference agency for, in accordance with all applicable data protection legislation;
 - 2.2 without prejudice to the obligations of confidentiality set out in this Call-Off Contract, the ExPin shall remain confidential and shall not be disclosed or otherwise made available to any third party, except where required by law;
 - 2.3 the Buyer shall not create any identifier which is derived from the ExPin without the prior written consent of the Supplier; and
 - 2.4 on termination or expiry of this Call-Off Contract for any reason, the Buyer shall immediately cease to use the ExPin.
- 3 Use of any Supplier Data provided to the Buyer with the ExPin (including any name, address or date of birth information) shall be subject to the following terms:

- 3.1 the Supplier Data shall only be used for such purposes as the Buyer has notified the data subject that it will process Personal Data and utilise the services of a credit reference agency for, in accordance with all applicable data protection legislation; and
- 3.2 the Supplier Data shall not be used in connection with targeting, marketing or prospecting of consumers, except in relation to consumers who have an existing customer account with the Buyer.

TERMS RELATING TO DATA FROM THE SUPPLIER'S RENTAL BUREAU

1. Data from the Supplier's Rental Bureau shall only be used by the Buyer for the following purposes:
 - 1.1. where the Buyer is a landlord, to assess and manage tenancy agreements;
 - 1.2. to assess the financial standing of individuals in relation to the provision of products and services by the Buyer to such individuals;
 - 1.3. to manage accounts held by individuals with the Buyer, for example reviewing new product suitability or adjusting current products in light of current circumstances;
 - 1.4. to contact individuals in relation to any accounts they may have with the Buyer and recovering debts that they may owe to the Buyer;
 - 1.5. to verify the identity and/or address of an individual to help the individual make decisions about services offered by the Buyer; or
 - 1.6. to help prevent crime, fraud and money laundering.

TERMS RELATING TO SILVER LEVEL AFFORDABILITY DATA

The Buyer acknowledges that the provision of Silver Level Affordability Data is subject to the Buyer providing income data to the Supplier as part of its application input. The Buyer agrees that the Supplier may take such income data and include it as part of the Supplier's databases and within services provided to its clients.

TERMS RELATING TO BRONZE LEVEL AFFORDABILITY IQ DATA

The provision of Bronze Level Affordability IQ Data as part of the Services does not require the Buyer to provide income data to the Supplier as part of its application input.

TERMS RELATING TO GOLD LEVEL AFFORDABILITY IQ DA

The Buyer acknowledges that the provision of Gold Level Affordability IQ Data as part of the Services is subject to the Buyer supplying current account turnover data on their total active consented current account portfolios on a monthly basis and providing income data to Supplier as part of its application input. The Buyer agrees that Supplier may take this data and include it as part of Supplier's databases and within services provided to its clients

TERMS RELATING TO TEST DATABASE

1. Access to a test environment can be provided for such period as is agreed in writing by the parties between the hours of 08:00-18:00 on working days. The Supplier will use reasonable endeavours to provide access (with helpdesk support) during these hours, however access cannot be guaranteed.

2. The test database allows the Buyer to carry out functional and integration testing of the Supplier products. The Buyer is not permitted to make any live use of test data.

APPENDIX 1

Royal Mail NCOA® Alert Data – End User Agreement

The Royal Mail has stipulated that the following terms and conditions (the “Minimum Terms”) shall apply to a client of the Supplier who is licensed to receive Royal Mail NCOA® Alert Data. These terms and conditions have been imposed and the Supplier has no authority or ability to agree to any amendments.

In this Appendix, references to “the End User” are references to the Buyer, references to “the Licensee” are references to the Supplier and the following terms have the following meanings:

"Applicant"		an applicant for the End User's products or services;
"Applicant Record"		the name and address (and, where available, the date of birth) of an Applicant which have been lawfully and fairly obtained by the End User for the purpose of verifying the Applicant's application for the relevant product or service of the End User;
"DPA"		the Data Protection Act 1998;
"EEA"		the European Economic Area comprising, for the time being, the EU member states, Norway, Iceland and Liechtenstein;
"Intellectual Rights"	Property	all intellectual property rights including copyright and related rights, database rights, trade marks and trade names, patents, topography rights, design rights, trade secrets, know-how, and all rights of a similar nature or having similar effect which subsist anywhere in the world, whether or not any of them are registered and applications for registrations, extensions and renewals of any of them;
"Match"		each instance where any of the name and address (and, where available, the date of birth) fields within an Applicant Record is identified as the same as or is an abbreviation, extension or variation of the full name and Old Address (and, where available, the date of birth) fields included in the NCOA® Alert Data;
"NCOA ® Alert Data"		the Redirection Data and Non-Redirection Data licensed to the Licensee by Royal Mail which is comprised in the Product and shared with the End User by way of an Output;
"New Address"		the address specified by a Redirection Customer as that to which mail should be redirected (as subsequently amended by Royal Mail, if necessary, to ensure that the address information is correct for Royal Mail's postal purposes);
"Non-Redirection Data"		data collected from databases or sources other than the Redirection Forms;
"Old Address"		the address specified by a Redirection Customer as that from which mail should be redirected (as subsequently amended by Royal Mail, if necessary,

"Outputs"	the elements of the NCOA® Alert Data which shall be provided to the End User in the case of a Match;
"Permitted Purpose "	to search for and identify Matches in order to find out where a mail redirection is or has been in place or is pending in the name of an Applicant for the explicit purpose of verifying the identity of the Applicant for the prevention of fraud including cases of money laundering and impersonation of the Applicant;
"Product"	any product, service or other solution which is modified or enhanced by, incorporated with, created using, derived from or involves the supply or the making available of, the Outputs;
"Redirection Customer"	a customer of the Redirection Service;
"Redirection Data"	data collected from the Redirection Forms completed by Redirection Customers;
"Redirection Form"	the application form completed by individuals who wish to use the Redirection Service;
"Redirection Service"	Royal Mail's redirection service provided to members of the public who wish to have mail which is addressed to them forwarded from their old address to their new address;

Licence

- In consideration of the End User complying with these Minimum Terms, the Licensee grants to the End User a non-exclusive, non-transferable, revocable sub-licence to access and use the NCOA® Alert Data accessed as part of its use of the Product in the EEA only for the Permitted Purpose.
- The End User shall not at any time, sell, deal, transfer, sub-license, distribute, commercially exploit, or otherwise make available to third parties or use for the benefit of third parties the whole or any part of the NCOA® Alert Data other than in accordance with these Minimum Terms.
- The End User shall not copy, adapt, alter, modify, or otherwise interfere with the Outputs or combine the same with other materials or data.
- The End User shall not assign, sub-contract or otherwise deal with the End User Agreement or any part of it.
- The End User shall be permitted to search for Matches either in respect of individual Applicants or a batch of Applicants at the same time.
- The End User shall not retain any Outputs and/ or information relating to Matches on Applicant Records or credit files, provided that, by way of exception and where relevant, the End User may separately retain information on Matches only for a period of up to a maximum of five years from the date of termination of the relevant customer relationship in so far as and for as long as this is necessary to comply with the Financial Services and Markets Act 2000, any statutes, statutory instruments, regulations, rules, guidance or codes of practice (and modifications and/or re-

enactments of the same) issued by the Financial Services Authority and/or issued pursuant to any EU Directives on Money Laundering (including but not limited to the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 SI 2003/3075, and the Joint Money Laundering Steering Group guidance).

- The End User agrees to indemnify and keep indemnified Royal Mail against all losses, costs, claims and damages suffered or incurred by Royal Mail directly or indirectly as a result of a breach of any provision of these Minimum Terms by the End User.
- The End User must not withhold any product or service from an Applicant solely on the basis of a Match and the associated Outputs.
- The End User must pay the Licensee all relevant fees as specified by the Licensee for its use of the Product.
- The End User shall:
 - comply in full at all times with all requirements concerning the security processes notified to it by the Licensee in respect of the Product;
 - ensure that all details of the security processes are only provided to employees on a strictly "need to know" basis and for use only in accordance with the Permitted Purpose;
 - ensure that all details concerning the security processes are treated as confidential at all times.

Liability of Royal Mail

- The End User acknowledges that Royal Mail:
 - does not warrant the accuracy and/or completeness of the NCOA® Alert Data;
 - will not be liable for any loss or damage (whether direct or indirect or consequential) however arising from the use by the End User of, or performance of, the NCOA® Alert Data or the Product, with the exception of death or personal injury caused by Royal Mail's negligence;
 - will not be liable to the End User in respect of any services provided by the Licensee; and
 - will not be obliged in any circumstances to provide NCOA® Alert Data or related services directly to the End User.

Intellectual Property

- The Intellectual Property Rights in NCOA® Alert Data supplied to the End User as part its use of the Product shall remain at all times the property of Royal Mail.
- The End User will not do or permit the doing of anything within its control which will prejudice in any way whatsoever the name of Royal Mail or the rights of Royal Mail in the NCOA® Alert Data and will give immediate notice to Royal Mail upon the End User becoming aware of anything which may prejudice the name of Royal Mail or the rights of Royal Mail in the NCOA® Alert Data.

- The End User undertakes to Royal Mail that it will give immediate notice to Royal Mail upon its becoming aware of any unauthorised use of the NCOA® Alert Data or any other of the Intellectual Property Rights of Royal Mail.

Confidentiality

- The End User shall keep all Outputs confidential and shall not disclose any part of it to any person except as permitted by the Licensee.

Data Protection

- The End User shall comply with the requirements of the Data Protection Act 1998 and related statutory instruments, regulations or codes or practice ("DPA") as they apply to the End User's use of the NCOA® Alert Data received through its use of the Product, and makes any notification required under the DPA.
- The End User undertakes that it will not do anything or omit to do anything which would place the Licensee or Royal Mail in breach of the DPA.

Termination

- The Licensee may terminate the End User Agreement at any time if the End User fails to comply with any of the Minimum Terms.
- The End User Agreement shall terminate in respect of the NCOA® Alert Data with immediate effect in the event that the Licensee's agreement with Royal Mail is terminated.
- The End User acknowledges that the Licensee may cease to supply or modify the Product where Royal Mail is required to cease or change the supply of NCOA® Alert Data by law or by a relevant regulatory body.

General

- The End User acknowledges and agrees that these Minimum Terms are given for the benefit of Royal Mail and that Royal Mail may enforce the benefits conferred on it under these Minimum Terms as if it were a party to the End User Agreement, in accordance with the Contracts (Rights of Third Parties) Act 1999. The End User further acknowledges and agrees that Royal Mail shall bring any action for any unauthorised use of its Intellectual Property Rights in the NCOA® Alert Data on its own behalf.
- Except as set out above, a person who is not a party to the End User Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.
- These Minimum Terms may not be varied by the Licensee or the End User without the prior written consent of Royal Mail.
- These Minimum Terms are governed by English law.

SUPPLIER TERMS AND CONDITIONS PART B

SUPPLIER TERMS AND CONDITIONS VERSION 4.4 (“TERMS AND CONDITIONS”)

SECTION A: CORE TERMS

1. PRIMARY OBLIGATIONS AND WARRANTIES

1.1. The Supplier shall:

1.1.1. provide the Services in the Territory in accordance with the Call-Off Contract terms, the Service Definition, the Supplier Terms and any other related Documentation;

1.1.2. use all reasonable care and skill in the performance of the Services (including in the collection and collation of any data on which the Services are based or which is comprised within the Services); and

1.1.3. use suitably qualified personnel in the provision of the Services.

1.2. The Buyer shall provide the Supplier with any information or assistance which the parties have agreed the Buyer shall provide in order for the Supplier to perform its obligations under this Call-Off Contract, and shall use all reasonable endeavours to ensure that any such information provided to the Supplier is complete, accurate and in the agreed format.

1.3. Each of the parties shall:

1.3.1. where there is a Project Timetable, use all reasonable endeavours to perform its obligations under this Call-Off Contract 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 Call-Off Contract;

1.4.2. it has obtained and will continue to hold all necessary licences, consents, permits and

Call-Off Contracts required for it to comply with its obligations under this Call-Off Contract and for the grant of rights to the other party under this Call-Off Contract; and

1.4.3. the use by the other party as permitted by this Call-Off Contract 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 Call-Off Contract are the only warranties that each party gives to the other in respect of the subject matter of this Call-Off Contract. 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 Call-Off Contract shall be deemed to have commenced on the Start Date and shall continue for the Call-Off Contract Term unless Ended earlier in accordance with the provisions for early termination in this Call-Off Contract or extended by the Buyer under clause 1.3. of the Call-Off Contract.

3. PAYMENTS AND INVOICING

- 3.1. The Buyer shall pay the fees set out in the Call-Off Contract.
- 3.2. Apart from any sums which are stated in the Call-Off Contract to be payable in accordance with a specified payment timetable, all sums payable by the Buyer to the Supplier will be invoiced monthly in arrears. All invoices are payable in cleared funds within 30 days after the date of the relevant invoice.
- 3.3. If any sum payable by the Buyer to the Supplier is not paid in cleared funds by its due date, the Supplier shall be entitled to charge interest on the overdue amount at 2% per annum above Barclays Bank plc's base rate from time to time. Interest will accrue on a daily basis from the due date up to the date of actual payment, after as well as before judgment. In addition, the Supplier shall, on giving written notice to the Buyer, be entitled to suspend provision of the Services with immediate effect until the overdue amount is paid in full.
- 3.4. If under this Call-Off Contract the Buyer agrees in the Call-Off Contract to pay a minimum fee over any particular period, and it does not meet such minimum fee requirement in that period, the Supplier shall be entitled to invoice the Buyer for the difference between the relevant fees actually payable in respect of that period and such minimum fee. Any such amount shall be payable to the Supplier as a debt.
- 3.5. All sums referred to in this Call-Off Contract are exclusive of VAT or any other similar sales or turnover tax (if applicable); such taxes shall be payable on the same payment terms as apply to the sums to which the taxes relate.

4. NATURE AND USE OF THE SERVICES

- 4.1. The Supplier's services are not intended to be used as the sole basis for any business decision, nor to relieve the Buyer of its obligation to comply with its own obligations under Applicable Law. The Supplier Data is based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for the Supplier to guarantee. The Supplier's services also involve models and techniques based on statistical analysis, probability and predictive behaviour. The Buyer acknowledges that it is prudent to use, and it is responsible for using, the Services as one of a number of factors in its decision-making process, and for determining those other factors. Therefore, the Supplier will be liable if it fails to comply with its obligation under Clause 1.1.2 but the Supplier is not able to accept any other liability for:
- 4.1.1. any inaccuracy, incompleteness or other error in the Supplier Data which arises as a result of data provided to the Supplier by the Buyer or any third party; or
- 4.1.2. any failure of the Services to achieve any particular result for the Buyer or any Permitted User.
- 4.2. The Buyer agrees that it will:

- 4.2.1. use the Services, and/or the Supplier Materials provided under this Call-Off Contract, for the Permitted Purpose only and in accordance with any Documentation;
- 4.2.2. not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Services, and/or Supplier Materials provided under this Call-Off Contract, except as specifically permitted by this Call-Off Contract;
- 4.2.3. not (and will not allow any third party to) adapt, alter, modify, reverse engineer, decompile or otherwise interfere with any the Supplier Materials provided under this Call-Off Contract without the prior written consent of the Supplier or as otherwise permitted by law; and
- 4.2.4. only take such copies of the Supplier Materials as are reasonably required for the use of the Supplier Materials in accordance with this Call-Off Contract.

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 Call-Off Contract) no more than once per Contract Year) to audit the first party's compliance with its obligations under this Call-Off Contract in relation to the use of any software, data or other materials. If either party wishes to carry out an additional audit in any Contract Year, it shall reimburse the party being audited for any costs reasonably and properly incurred in connection with supporting such additional audit. The party carrying out the audit shall:
 - 5.2.1. observe the other party's procedures relating to the protection of confidential information about any clients or customers of the other party; and
 - 5.2.2. take all reasonable steps to minimise disruption to the other party's business during such audit.
- 5.3. The Buyer shall not copy, interfere with and/or use in any unauthorised way any User Access Device provided by the Supplier.
- 5.4. It is the Buyer's responsibility to inform the Supplier of any unauthorised use and/or disclosure of any User Access Device so that the Supplier can suspend or disable that User Access Device as appropriate. The Buyer shall remain liable for any and all fees for the Services incurred in connection with the use of any User Access Device, until the Buyer has informed the Supplier.
- 5.5. Each party will cooperate and share information with the other as reasonably necessary from time to time (including in circumstances where the parties may individually or collectively have caused detriment to end consumers) to ensure that both parties discharge their regulatory obligations, and in order to help achieve positive consumer outcomes.
- 5.6. Without prejudice to the general obligations under Clause 5.1, each of the parties shall in connection with this Call-Off Contract:
 - 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 Call-Off Contract;
 - 5.8.2. any slavery or human trafficking in a supply chain which has a connection with this Call-Off Contract;
 - 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 Call-Off Contract.

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 Call-Off Contract; 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 Call-Off Contract 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 Call-Off Contract;
 - 6.2.2. the recipient's auditors and professional advisors solely for the purposes of providing professional advice and any other persons or bodies having a legal right or duty to have access to, or knowledge of, the Confidential Information in connection with the business of the recipient;
 - 6.2.3. the recipient's Group Companies for reasonable reporting purposes;
 - 6.2.4. (in the case of the Buyer being the recipient) Permitted Users to the extent required to exercise the Permitted User Rights;
 - 6.2.5. (in the case of the Supplier being the recipient), agents and sub-contractors of the Supplier who necessarily require it as a consequence of the performance of the Supplier's obligations under this Call-Off Contract.
- 6.3. As a condition of the rights set out in Clause 6.2 the party wishing to exercise the rights must:

- 6.3.1. ensure that any person to whom it discloses Confidential Information is under an obligation of confidentiality which is substantially the same as set out in this Clause 6 in relation to such Confidential Information; and
- 6.3.2. procure that such persons observe the restrictions in this Clause 6.
- 6.4. The restrictions in Clause 6.1 do not apply to any information to the extent that it:
 - 6.4.1. is or comes within the public domain other than through a breach of Clause 6.1; or
 - 6.4.2. is in the recipient's possession (with full right to disclose) before receipt from the other party; or
 - 6.4.3. is lawfully received from a third party (with full right to disclose); or
 - 6.4.4. is independently developed by the recipient without access to or use of the Confidential Information of the disclosing party; or
 - 6.4.5. is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body or in accordance with the rules of any recognised stock exchange.
- 6.5. The parties acknowledge that from time to time the parties may discuss the provision of additional and/or new products and services by the Supplier to the Buyer and/or that the Supplier may bid to provide new products and/or services to the Buyer (whether as part of a formal tender process or not). In such circumstances the parties agree that:
 - 6.5.1. the terms of this Clause 6 shall apply to any such discussions or bid (including any documents issued in relation to the bid) and any ideas and output developed as part of those discussions and/or bid;
 - 6.5.2. references in this Clause 6 to a recipient's obligations and the purposes of this Call-Off Contract shall be deemed to refer to the assessment of the provision of goods/services by the Supplier to the Buyer; and
 - 6.5.3. the recipient shall return to the other party all materials containing the other party's Confidential Information immediately upon demand by the other party.
- 6.6. Where the Supplier processes Personal Data contained within Buyer Data, the terms of Clause 18 shall govern such processing and Personal Data contained within Buyer Data shall not therefore be considered Confidential Information for the purposes of this Clause 6.

7. INTELLECTUAL PROPERTY RIGHTS

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

- 7.3.1. acknowledges and agrees that it shall not acquire or claim any title to any of the other party's Intellectual Property Rights (or those of the other party's licensors) by virtue of the rights granted to it under this Call-Off Contract 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 Call-Off Contract; and

8.1.2. any associated legal expenses reasonably and properly incurred.

8.2. The indemnities in Clause 8.1 shall not apply to the extent that any claim arises as a result of use of any infringing Materials supplied or developed by the indemnified party, and are subject to the indemnified party:

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

8.2.2. not making any admission, settlement or payment in respect of such matter or claim, other than a payment made pursuant to a court order, without the prior written consent of the indemnifying party (such consent not to be unreasonably withheld or delayed); and

8.2.3. allowing the indemnifying party, where appropriate, to appoint legal advisers of its choice and to conduct and/or settle negotiations and/or proceedings relating to such matter or claim and the indemnified party shall comply with the indemnifying party's reasonable requests in the conduct of any such negotiations and/or proceedings.

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

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

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

9. LIMITS ON LIABILITY

- 9.1. Neither party excludes or limits its liability to the other for any of the following (and nothing in this Call-Off Contract 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 Call-Off Contract shall be limited as follows:

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

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

- 9.4. The limitations in Clause 9.3 shall:

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

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

- 9.4.3. be in addition to the obligation of the Buyer to pay the fees and charges under this Call-Off Contract.

- 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 Call-Off Contract 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 Call-Off Contract which is not capable of remedy;
 - 10.1.2. if the other party commits a material breach of any of its obligations under this Call-Off Contract which is not remedied within 28 days after receipt of a notice from the party not in breach specifying the breach, requiring its remedy and making clear that failure to remedy may result in termination;
 - 10.1.3. if the other party has passed a resolution for its winding up or is subject to a petition presented to any court for its winding-up (save, in either case, for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is the subject of an application for administration, or a notice of intention to appoint an administrator, filed at any court, or is dissolved or declared bankrupt, or has a receiver, administrator or administrative receiver appointed over all or part of its assets, or enters into an arrangement with its creditors, or suspends or threatens to suspend payment of its debts or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986, or ceases to trade or takes or suffers any similar action;
 - 10.1.4. upon becoming aware at any time that the other party is on an applicable sanctions list maintained by such sanction bodies as apply to the party giving notice ("Notifying Party"), and that such listing prevents or materially affects the Notifying Party's ability to (as applicable) provide or receive the Services or give or receive payment. In addition, if the Supplier becomes aware that a Permitted User is on such a sanctions list, the Supplier shall be entitled to terminate the Permitted User Rights immediately on serving written notice on the Buyer; or
 - 10.1.5. where a Change in Law renders some or all of the activities of a that party in connection with this Call-Off Contract 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 Call-Off Contract (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 Call-Off Contract (or the relevant elements of it) and subject to Clause 10.4:

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

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

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

10.4. The obligations under Clause 10.3 shall not apply where it is necessary to retain any Confidential Information, Supplier Materials or Buyer Materials to exercise any rights granted under this Call-Off Contract which are intended to survive termination of this Call-Off Contract 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 Call-Off Contract (including Clause 6 and 19) shall continue to apply to any information or materials retained.

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

11. FORCE MAJEURE

11.1. Neither party will be liable for any delay or failure in the performance of its obligations under this Call-Off Contract 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 Call-Off Contract with effect from a date specified in the notice without penalty or other liability (except for any liability on the Buyer to pay accrued fees).

12. SEVERANCE

12.1. If any court or competent authority finds that any provision of this Call-Off Contract (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 Call-Off Contract shall not be affected.

12.2. If any invalid, unenforceable or illegal provision of this Call-Off Contract 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 Call-Off Contract 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 Call-Off Contract or to the registered office addresses of each party (and in the case of notices sent to the Supplier, with a copy to the Supplier's Legal Department).
- 13.2. Notices shall be deemed to have been duly given two clear days after the date of posting.
- 13.3. If either party notifies the other party of a change to its details for the purposes of Clause 13.1, such notification shall only be effective on the date specified in such notice or seven days after notice is given, whichever is later.

14. GENERAL

- 14.1. If either party fails to exercise a right or remedy that it has or which arises in relation to this Call-Off Contract, 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 Call-Off Contract 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 Call-Off Contract shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Call-Off Contract.
- 14.3. This Call-Off Contract 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 Call-Off Contract.
- 14.4. Variations of this Call-Off Contract shall not be effective unless recorded in writing signed by the parties; variations in electronic form shall not count as variations recorded in writing. However, variations to the Call-Off Contract made in accordance with any agreed change control procedure shall be effective.
- 14.5. Neither party may assign, transfer, charge or deal in any other manner with this Call-Off Contract 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 Call-Off Contract sets out all the terms agreed between the parties relating to the subject matter of this Call-Off Contract and supersedes any previous Call-Off Contracts between the parties (whether oral or written) relating to the same subject matter. Each party acknowledges that in entering into this Call-Off Contract 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 Call-Off Contract. 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 Call-Off Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to

enforce any term of this Call-Off Contract. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Call-Off Contract 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 Call-Off Contract.

14.9. This Call-Off Contract may be executed in any number of counterparts.

14.10. Nothing in this Call-Off Contract is intended to, or shall, operate to:

14.10.1. create a partnership or joint venture of any kind between the Buyer and the Supplier;

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

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

14.11. In this Call-Off Contract:

14.11.1. any reference to a statutory provision includes a reference to any modification or reenactment of it from time to time;

14.11.2. references to Clauses are to the clauses of the particular section of the Supplier Terms and Conditions in which they appear, unless reference is made to another set of Supplier Terms and Conditions;

14.11.3. the singular includes the plural and vice versa;

14.11.4. the headings are for ease of reference only and shall not affect the construction or interpretation of this Call-Off Contract;

14.11.5. where any matter is to be agreed, such Call-Off Contract must be recorded in writing; and

14.11.6. wherever the words “including”, “include”, “includes” or “included” are used they shall be deemed to be followed by the words “without limitation” unless the context otherwise requires.

14.12. The contents of the Call-Off Contract shall prevail over the contents of these Terms and Conditions to the extent of any conflict or inconsistency.

SECTION B: DATA AND MATERIALS TERMS

These terms relating to data and materials are supplemental to the Core Terms, and apply only if either party provides data and/or materials to the other party.

15. PROVISION OF DATA AND MATERIALS

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

and commences on the day that each element of the Supplier Materials is first made available to the Buyer.

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

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

16. BUYER OBLIGATIONS

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

17. USE OF BUYER MATERIALS

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

17.1.1. performing this Call-Off Contract; and

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

18. DATA PROTECTION

18.1. Without prejudice to the general obligations under Clause 5.1 each of the parties shall in the provision or use of the Services (as appropriate) comply with all applicable Data Protection Legislation. .

18.2. Each party warrants that it shall implement appropriate technical and organisational measures to ensure a level of data security relating to the Personal Data of the other party appropriate to the risk presented by the processing.

18.3. The Buyer instructs the Supplier to, and agrees that the Supplier may, process the Buyer Data for the Call-Off Contract Purposes.

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

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

18.4.2. not transfer Buyer Data outside the European Economic Area, other than on an occasional and temporary basis to third parties appointed as general suppliers of technology and

services to the Supplier in order to support and maintain the Services, or as otherwise agreed by the parties from time to time;

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

- 18.4.4. not appoint any other Processor, other than as agreed by the parties from time to time (but the Supplier shall be entitled to appoint third parties as general suppliers of technology and services, provided that such third parties do not carry out specific Processing activities on behalf of the Buyer);
- 18.4.5. ensure that where the Supplier appoints another Processor as contemplated by Article 28(4) of the GDPR, that Processor is subject to contract obligations as required by that Article;
- 18.4.6. taking into account the nature of the Processing the Supplier carries out as a Processor of Buyer Data assist the Buyer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Buyer's obligation to respond to requests for exercising the data subject rights laid down in Chapter III of the GDPR;
- 18.4.7. assist the Buyer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing the Supplier carries out, and the information available to the Supplier, in its capacity as a Processor of Buyer Data;
- 18.4.8. (at the request of the Buyer) comply with its obligations relating to the return or destruction of data under Clause 10.3, and to audit under Clause 5;
- 18.4.9. (at the request of the Buyer) provide the Buyer with any information which it is reasonable for the Supplier to provide to allow the Buyer to demonstrate compliance with Article 28 of the GDPR;
- 18.4.10. comply with its obligations under Article 28(3) of the GDPR to inform the Buyer immediately if in the opinion of the Supplier any instruction of the Buyer referred to in Clause 18.4.1 infringes the GDPR or any other relevant data protection provision;
- 18.4.11. notify the Buyer without undue delay after becoming aware of a Personal Data Breach relating to the Buyer Data.
- 18.5. If, pursuant to Article 82(4) GDPR, one party (the **"Paying Party"**) has been held liable to pay compensation to a data subject for damage caused (in whole or part) by the other party (**"Other Party"**), the Paying Party shall, as envisaged under Article 82(5) GDPR, be entitled to recover from the Other Party (as a debt) any part of such compensation corresponding to damage for which the Other Party was responsible.
- 18.6. Following receipt of a claim (or notification of an intention to make a claim) from a data subject to which Article 82(4) GDPR may apply:
 - 18.6.1. the party in receipt of the claim shall promptly notify the other party of the claim;
 - 18.6.2. neither party shall make any admission of liability, settlement or payment in respect of such claim, other than a payment made pursuant to a court order, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed); a
 - 18.6.3. each party shall provide such cooperation and assistance as is reasonably required by the other party in connection with the claim.

SECTION C: PERMITTED USERS

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

19. PERMITTED USERS

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

19.1.1. the Buyer shall procure that each Permitted User complies with all relevant provisions of this Call-Off Contract; and

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

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

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

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

19.2. References to Buyer Materials in this Call-Off Contract shall be deemed to include data and materials provided by Permitted Users.

SECTION D: DEFINITIONS

In this Call-Off Contract the following words and expressions shall have the following meanings:

Word or Expression	Meaning
Call-Off Contract	The agreement between the Supplier and the Buyer incorporating the relevant Sections of these Terms and Conditions (as applicable) and the other documents and terms referred to in the Call-Off Contract;
Call-Off Contract Purposes	The purposes of the Supplier providing the Services as contemplated by this Call-Off Contract, and for such other purposes as the parties may agree from time to time;

Anti-Corruption Requirements	All Applicable Laws relating to anti-bribery and anti-corruption including the Bribery Act 2010;
Anti-Slavery Requirements	All Applicable Laws relating to anti-slavery and human trafficking including the Modern Slavery Act 2015;
Applicable Law	All legislation, regulations, and other rules having equivalent force which are applicable to the provision or use of the Services under this Call-Off Contract;
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 Call-Off Contract,
Buyer Data	Any of the data (including Personal Data) and/or databases supplied by the Buyer and provided to the Supplier in connection with this Call-Off Contract but excluding any data supplied to the Buyer by the Supplier;
Buyer Materials	Any of the items provided to the Supplier by the Buyer in connection with this Call-Off Contract and includes Buyer Data;
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, Buyers or Group Companies in or on any medium or format;]
Contract Year	A twelve calendar month period from the Start Date or any anniversary of the Start Date, or, if this Call-Off Contract 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 the Supplier and/or its sub-contractors pursuant to (and/or as a

	consequence of) the Services, including search footprints but excluding the Buyer Materials themselves;
Documentation	Any or all of the user documentation, product documentation, technical documentation including guidelines relating to data security and access and/or statements of functionality;
Supplier Data	Any of the data (including Personal Data) and/or databases and/or scores supplied by the Supplier to the Buyer in connection with this Call-Off Contract but excluding the Buyer Data;
Supplier Materials	Software and any materials, Documentation, Scorecards or other items developed and/or licensed by the Supplier to the Buyer in connection with this Call-Off Contract and includes Supplier 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 the Supplier or (as the case may be) the Buyer, a subsidiary, holding company or subsidiary of a holding company as the terms “subsidiary” and “holding company” are defined by section 1159 of the Companies Act 2006. “Supplier Group Company” and “Buyer Group Company” shall be interpreted in this way;
Initial Contract Value	The greater of (1) the amounts (excluding VAT) payable by the Buyer under this Call-Off Contract in the first Contract Year as specified in the Call-Off Contract; and (2) the amounts (excluding VAT) actually paid by the Buyer under this Call-Off Contract in the first Contract Year;
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 Buyer Materials or Supplier Materials, as appropriate;
Minimum Notice Period	The minimum period of notice to be served by either party to terminate this Call-Off Contract as set out in the Call-Off Contract (and if none is specified 12 months);

Permitted Users	The permitted users identified in the Call-Off Contract;
Permitted User Rights	The rights of the Permitted User set out in the Call-Off Contract;
Permitted Purpose	Unless otherwise set out in the Call-Off Contract, the internal business purposes of the Buyer in the Territory and not in any event for the provision of bureau services to any third parties;
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 Call-Off Contract or otherwise agreed between the parties from time to time;
Call-Off Contract	The Call-Off Contract which describes the subject matter and specific terms relating to this Call-Off Contract;
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 Call-Off Contract and all other services supplied by the Supplier to the Buyer under or in connection with this Call-Off Contract, including the provision and grant of licences in respect of any Supplier Data and/or Supplier Material;
Start Date	The Start Date set out in the Call-Off Contract or in the absence of such date then the date that on which this Call-Off Contract is signed by the final signatory;
Term	The duration of this Call-Off Contract as determined in accordance with Clause 2.1;

Territory	The United Kingdom or such other territory as is specified in the Call-Off Contract;
User Access Device	Any identification code, username, password, digital certificate, web certificate or any other security device provided by the Supplier and used by the Buyer to access the Services.

SUPPLIER TERMS AND CONDITIONS PART C

Supplier's Service and Support Appendix Version v2.1 (Adopted: July 2020)

The following clauses shall be applicable to all Supplier Services.

1. General

- 1.1. In relation to the Services forming part of the Supplier Materials defined in Section 1 (*Contract Information*) of the Schedule (the "**Section 1 Services**" made up of Supported Services) and subject to the performance by the Buyer of its obligations, the Supplier shall perform the Services defined herein.
- 1.2. **The Supplier shall:**
 - 1.2.1. act reasonably in the prioritisation of a Buyer Record;
 - 1.2.2. provide the Buyer with prior written notice of any activities that may impact the availability of the Section 1 Services; and
 - 1.2.3. take all reasonable steps to minimise any impact on the availability of the Section 1 Services.
- 1.3. **The Buyer shall:**
 - 1.3.1. provide information to assist the Supplier with Record prioritisation;
 - 1.3.2. provide a remote link where reasonably requested;
 - 1.3.3. use the agreed secure data transfer method;
 - 1.3.4. ensure Buyer personnel are suitably skilled and trained;
 - 1.3.5. be responsible for the Buyer Environment;
 - 1.3.6. provide and maintain a list of Buyer personnel to respond to queries by the Supplier during Core Hours;
 - 1.3.7. in relation to the Section 1 Services, where reasonably practicable, provide at least 30 days' prior written notice of any changes, planned or otherwise:
 - a) to the Buyer 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 Section 1 Services;

2. Service Desk

2.1. The Supplier 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 account of all Buyer contact made with the Service Desk (a "**Record**");
- 2.1.3. provide a written response for any Record created, including a unique reference number;
- 2.1.4. undertake initial investigation prior to either: directly resolving a Record; or escalating a Record to the relevant specialist team;
- 2.1.5. provide regular updates, informing of progress, until each Record is resolved;
- 2.1.6. act reasonably in agreeing Record closure; and
- 2.1.7. provide guidance on raising a complaint.

3. Service Request Management

- 3.1. The Supplier shall acknowledge and fulfil each Service Request during Core Hours.
- 3.2. The Buyer shall raise each Service Request with the Service Desk via email, or as otherwise agreed in writing.

4. Request for Operational Change

4.1. The Supplier shall:

- 4.1.1. acknowledge a Request for Operational Change received from the Buyer; and
- 4.1.2. provide the the Buyer with an initial response defining any further information that is required from the Buyer to enable preparation by the Supplier 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 the Supplier's Final Response, implement the Request for Operational Change accordingly.

4.2. The Buyer shall:

- 4.2.1. if wishing Supplier 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 the Supplier in relation to the Request for Operational Change;
- 4.2.3. within 14 days of receiving a Final Response, inform the Supplier via email as to whether the Buyer wishes to proceed with the Request for Operational Change and if so, issue the Supplier 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 Request for 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 Request for Operational Change that is always low risk, common and follows a predefined procedure or work instruction.	5 Working Day
Normal Change	Any Request for Operational Change that is not a Standard Change e.g. enhancements or optimisations, Buyer customisations, solution/design changes.	10 Working Days

5. Incident Management

5.1. The Supplier shall:

- 5.1.1. where an Incident is reported by the Buyer, 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 Buyer, 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 Buyer, until Normal Service Operation is resumed; and
- 5.1.4. on resumption of Normal Service Operation, or the application of a Workaround, notify the Buyer, and close the Incident after five Working Days if no further response received.

5.2. The Buyer shall:

- 5.2.1. promptly notify the Supplier of any potential Incidents;
- 5.2.2. undertake any initial investigation of the calling application, Buyer Environment and Buyer data;
- 5.2.3. provide notification by phone of suspected Priority 1 Incidents; and
- 5.2.4. cooperate fully with the Supplier 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 Buyer 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. The Supplier shall be entitled to charge the Buyer 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 Buyer site where approved by the Buyer in writing;
- 6.1.2. Where the Supplier is required to remedy an Incident or implement a change:
 - 6.1.2.1. where the Buyer has failed to perform its obligations or failed to follow the Supplier's reasonable instructions; or
 - 6.1.2.2. where the Supplier is requested to perform any services outside of Core Hours;
 - 6.1.2.3. where Application Data contained in an Initial Input File is not in the Agreed Format.
 - 6.1.2.4. where a reported Incident is attributable to non/late provision of an Initial Input File from the Buyer.
- 6.2. The Supplier will not be liable for a failure to provide Section 1 Services where such failure:
 - 6.2.1. is due to a Disaster; or
 - 6.2.2. is due to a failure in the Buyer Environment; or
 - 6.2.3. is due to the Buyer failing to perform its obligations or follow the Supplier's reasonable instructions; or
 - 6.2.4. occurs with the Buyer's prior consent; or
 - 6.2.5. is due to an act or omission of any third party which is beyond the Supplier's reasonable control e.g. a fibre cut.

7. Escalations

7.1. The Supplier shall:

- 7.1.1. act reasonably in addressing any escalations from the Buyer;
- 7.1.2. request escalation where a Record On Hold is not being acted upon to the Supplier's satisfaction;

7.2. The Buyer shall:

- 7.2.1. request escalation if a Record is not resolved to the Buyer's reasonable satisfaction; and
- 7.2.2. escalate any concerns where reasonably requested by the Supplier.

8. Definitions

8.1. General

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 Buyer or agreed 3rd Party, on behalf of the Buyer;

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

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

"Final Response" means a response in writing from the Supplier to the Buyer in response to a request for 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.

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

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

"Normal Service Operation" means the operational state where the Section 1 Services 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 the Supplier's effort of 20 man days or less;

"Record" means a written account of a Buyer contact made with the Service Desk;

"Record On Hold" means activity in relation to a Record is paused whilst the Supplier is awaiting information from the Buyer, preventing the continuation of work, or where remote access to the Buyer Environment has been reasonably requested by the Supplier;

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

"Specification" means 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, the Supplier's standard configuration for the Licensed Software from time to time, and the statements of functionality and other software, service and product descriptions published by the Supplier from time to time

"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.