

General Terms and Conditions

These General Terms and Conditions ("General Terms") govern the supply by Data8 Limited of services to the Customer and will, together with the Specific Terms (as defined), the relevant Order Form, any Third Party Terms, and any Schedules and Appendices, govern each Contract (as defined) for the supply of services to the Customer.

IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

1.1 The following words and phrases shall (unless the context otherwise requires) have the meanings set out below:

Business Day: means any day (other than a Saturday or Sunday) which is not a public or bank holiday in England;

Contract: means each contract for the supply by Data8 of Services, incorporating these General Terms, the applicable Order Form and Order Confirmation Form, the relevant Specific Terms and any Schedules and Appendices;

Contracts Act: the Contracts (Rights of Third Parties) Act 1999;

Customer: means the purchaser of Services and/or signatory to a Contract and/or Order Form and/or person named on an Order submitted to and accepted by Data8 pursuant to the relevant Contract;

Customer Account: means the account set up by Data8 for the Customer to enable the Customer to access the Website and/or Services and to make payments to Data8 for the provision of the Services;

Customer Data: means any data, content or information provided by the Customer that is used, transmitted, published or otherwise processed using the Services or otherwise delivered to Data8 by the Customer;

Customer Personal Data: means any personal data within the Customer Data that is processed by Data8 on behalf of the Customer in the provision of the Services;

Data Quality Audit: means an evaluated data quality audit of certain Customer Data and the provision by Data8 of a sample of the possible potential output of the Data Cleansing Services in relation to such data;

Data8: means Data8 Limited (a company incorporated in England and Wales with company number 04773536) of Units 2 and 4 Venture Point, Stanney Mill Road, Chester;

Data Cleansing Services: means the services for the data cleansing of Customer Data as more particularly described in the applicable Services Specification;

Data Protection Claims shall mean all and any claims (and the costs of satisfying, defending or otherwise settling such claims) made by third parties (including regulatory authorities and data subjects) against the Customer as a direct result of a breach by Data8 of Data Protection Legislation and/or clause 16;

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as

amended, any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

Data Provider: means the owner of the Data or the person who has the right to licence or provide the Data for third party use;

Data Validation Services: means the real time web services that enable the Customer to capture and validate data more efficiently as more particularly described in the applicable Services Specification;

Data Supply Services: means the services for the supply of third party data as more particularly described in the applicable Services Specification;

Effective Date: means, in respect of each Contract, the date specified as the "Effective Date" in the relevant Specific Terms applicable to that Contract;

End-User: means the end user of the Services, being the Customer or, where the Customer is a Reseller, the person or persons named, identified or otherwise authorised in the Order as being a person or persons who the Customer (or an intermediate reseller) may resell the Service to;

Fees: means the fees and charges payable to Data8 in respect of the Services, as described in the Services Tariff, Order Confirmation Form or Fees Schedule (as applicable) and subject to clause 10;

Fees Schedule: means the schedule (if any) to the applicable Specific Terms setting out the Fees for the applicable Services Fees;

GDPR: means the General Data Protection Regulation, Regulation 2016/679/EU;

Hosting Services: means the services for the hosting of an application and/or services as more particularly described in the applicable Service Specification;

Initial Term: means, for each Contract, the period specified (if any) as an Initial Term in the applicable Order Confirmation Form or as otherwise defined in the applicable Specific Terms;

Intellectual Property Rights: means trademarks, service marks, trade names, design rights, copyright (including rights in computer software and databases) and moral rights, patents, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;

Month: means any calendar month in respect of which a proportion of the Fees are payable, the first such month for each Contract being the calendar month in which the Effective Date of that Contract falls, and the last such month being the month in which that Contract expires or terminates;

Online Order Form: means the online Order Form available on the Website;

Order: means a completed order for Services placed by the Customer on an Order Form;

Order Confirmation Form: means the form prepared and submitted by Data8 to the Customer in response to an Order setting out the Services to be provided to the Customer, including the Online Order Confirmation Form;

Order Form: means the order form (including the Online Order Form) for the Services in a form acceptable to and agreed in writing (including electronically) by Data8;

Online Order Confirmation Form: means the online form prepared and submitted by Data8 to the Customer in response to an Order setting out the Services to be provided to the Customer;

Online Order: means a purchase order for the Services placed by the Customer using the Online Order Form via the Website or such other order specifically agreed in writing by Data8;

Reseller: means a Customer who is identified in the Order as being an authorised reseller who may resell the Services (in the numbers purchased in the relevant Order Confirmation Form) to: (i) an End User or (ii) if specified in the relevant Order Confirmation Form, an intermediate reseller for resale to an End User;

Services: means the Data Cleansing Services, Data Validation Services, Data Supply Services, Hosting Services, Telemarketing Services and any other services that the parties agree pursuant to an Order Confirmation Form and applicable Contract will be supplied by Data8;

Services Specification: means, in respect of each Contract, the service specification for the Services set out in the Order Confirmation Form or otherwise agreed in writing between the parties;

Services Tariff: means the breakdown of the Fees components in respect of each of the Service elements supplied to the Customer as such tariff is made available by Data8 on the Website and as may be amended by Data8 from time to time;

Specific Terms: means the specific terms and conditions applicable to individual Services;

Telemarketing Services: means the telemarketing services as more particularly described in the applicable Services Specification;

Third Party Suppliers: means Data8's suppliers and Data Providers who provide data and/or services applicable to the Services;

Third Party Terms: means the terms and conditions of Data8's suppliers and Data Providers who provide data and/or services applicable to the Services that are referred to in the Order Form and Order Confirmation Form or are otherwise notified and provided to the Customer prior to supply of the applicable Services;

VAT: means value added tax chargeable under English law for the time being and any similar additional tax.

Website: means Data8's website made available at www.data-8.co.uk.

1.2 Where the context so admits or requires words denoting the singular include the plural and vice versa, and words denoting any gender include all genders and references to persons include individuals, partnerships, bodies corporate and unincorporated associations.

1.3 Clause headings are purely for ease of reference and do not form part of or affect the interpretation of these General Terms, and references to clauses, Schedules and Appendices are to clauses of, and Schedules and Appendices to, these General Terms.

1.4 A reference to "includes" or "including" shall mean "includes, but not limited to" or "including, but not limited to" respectively.

1.5 Any reference in these General Terms to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision (including all instruments, orders or regulations made thereunder or deriving validity therefrom) as in force at the Effective Date and as subsequently re-enacted or consolidated.

2 APPLICATION OF THESE TERMS

2.1 These General Terms (together with the Order Form, Order Confirmation Form, relevant Specific Terms and Schedules and Appendices and Third Party Terms) shall:

2.1.1 apply to and be incorporated into all Orders and Contracts for the supply of Services;

2.1.2 be deemed to be accepted and agreed by a prospective Customer upon registration by such prospective Customer on the Website;

2.1.3 supersede and have effect to terminate any prior confidentiality or data protection agreements entered into between Data8 and the Customer prior to the Effective Date of the first Contract between Data8 and the Customer and relating to and in anticipation of the Services to be delivered under such Contract, save where the Order Confirmation Form relating to such first Contract expressly states otherwise.

2.1.4 prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's own purchase order, confirmation of order or services specification, or any terms implied by law, trade custom, practice or course of dealing.

2.2 Save as provided in clause 16.6, if there is any conflict or inconsistency between the provisions of the documents making up a Contract, then the following order of precedence shall apply (highest first) and terms contained in document earlier in the following list shall apply in precedence to those in any document coming after it: (i) Order Confirmation Form (ii) Order Form (iv) Third Party Terms (v) Specific Terms (vi) General Terms.

3 CUSTOMER AUDIT, ORDERS AND CONTRACTING

3.1 Clauses 3.2 to 3.5 (inclusive) apply if the Customer submits a sample of or provides access to Customer Data and will govern the performance by Data8 of the Data Quality Audit.

3.2 Subject to clause 3.5, upon the Customer providing sample Customer Data in the required format via the Website or otherwise providing access to Customer Data, Data8 shall use reasonable endeavours, to perform the Data Quality Audit as described in accordance with the description of this service set out on the Website.

3.3 Once Data8 has completed the Data Quality Audit it may return an online report to the Customer for the Customer to further evaluate the Data Cleansing Services available from Data8 in relation to the Customer Data. Data8 grants the Customer a limited,

non-exclusive, non-transferable licence to use such report and the content thereof for the purposes only of evaluating the Data Cleansing Services. Following delivery of such report to the Customer, Data8 shall have no obligation to perform any Data Cleansing Services until such time as an Order is accepted by Data8 in accordance with clause 3 and/or clause 4. Such report shall not form part of any term of Contract and shall not, unless agreed otherwise in the relevant Order Confirmation Form, form part of the Service Specification.

- 3.4 Unless otherwise agreed between the parties, the Data Quality Audit shall be provided to the Customer by Data8 without charge.
- 3.5 The Data Quality Audit shall be provided by Data8 in its discretion, "as-is" and "as available" without warranty or condition of any kind. Data8 does not warrant that the Data Quality Audit will be uninterrupted or error free or that Data8 will correct any defects in the Data Quality Audit.
- 3.6 Orders for the Services can be made:
 - 3.6.1 By the Customer submitting an Online Order, in which case clause 4 shall apply;
 - 3.6.2 By the Customer completing an Order Form for the relevant Services and submitting this to Data8. Data8 shall have the discretion to accept or refuse such Order. Data8 shall accept the Order by completing and returning the completed Order Confirmation Form to the Customer, or by commencing or executing work pursuant to the Order, and upon such acceptance by Data8, a Contract shall be established for delivery of the Services described in the Order Form.
- 3.7 Without prejudice to the other clauses in these General Terms, Customer agrees to:
 - 3.7.1 provide true, accurate, current and complete information of its details when completing the online registration process and any Order and/or Order Form ("User Information"); and
 - 3.7.2 inform Data8 immediately of any changes to the User Information.
- 3.8 Data8 reserves the right to suspend, disconnect or terminate any Customer Account (including any username and password) and any related Contract or Services if any User Information is materially untrue, inaccurate, out-of-date and has not been remedied within 14 days of a written request referencing the possibility of termination or suspension. For the avoidance of doubt, this clause 3.8 does not apply to any termination or suspension of the Hosting Services which shall be governed by the Specific Terms applicable to the Hosting Services.

4 REGISTRATION AND EFFECT OF AN ONLINE ORDER

- 4.1 This clause 4 shall apply if the Customer orders the Services online via the Website.
- 4.2 Unless specified otherwise by Data8 from time to time, the Customer may offer to purchase certain Services

(as specified on the Website) via the Website by submitting an Online Order.

- 4.3 The Online Order constitutes an offer by the Customer to purchase the Services specified in the Online Order upon the terms of these General Terms, and can be accepted or refused in Data8's absolute discretion. Data8 shall accept the Order by return of the Online Order Confirmation to the Customer, or Data8's commencement or execution of work pursuant to the Online Order, which shall establish a Contract for the supply of those Services.
- 4.4 Customer may be required to select one or more usernames and password during the registration process on the Website (or at any other time if required to use the Services) and the Customer shall be responsible for maintaining the confidentiality of any and each username and password and will be fully responsible for all activities which occur under them including, but not limited to, allowing third party access to the Services. Customer shall notify Data8 immediately of any unauthorised use of any username and password or any breach of security of which the Customer becomes aware.

5 PROVISION OF THE SERVICES

- 5.1 Data8 shall provide the Services to the Customer subject to and in accordance with these General Terms and the applicable Contract.
- 5.2 Without prejudice and subject to clause 16, Data8 shall use its best endeavours to comply with applicable laws and regulations to the extent relevant and applicable to the provision of the Services.
- 5.3 Services shall be provided by Data8 in accordance with the then current Services Tariff (unless otherwise specified in the Fees Schedule) and paid for by the Customer in accordance with the provisions of clause 10 and/or the Order Confirmation Form.
- 5.4 Data8 grants to the Customer a non-exclusive, non-transferable limited licence to access the Website and purchased Services for the Customer's own business purposes and upon the terms of the Contract.
- 5.5 Where the Customer is a Reseller (but not otherwise), the licence referred to in clause 5.4 shall include the right to resell the Services for use by an End-User only, provided that the Customer ensures that materially equivalent terms to the terms of the Contract are included in the resale contract between such Customer and the End User, and the End-User has the right to use the Services for its own business purposes only. Where the Customer is a Reseller who is authorised by the applicable Order to resell the Services to an intermediate reseller, the Customer shall ensure that materially equivalent terms to the terms of the Contract are included in the resale contract between such Customer and the intermediate reseller, and shall include an obligation on such intermediate reseller to ensure that materially equivalent terms to the terms of the Contract are included in the resale contract between such intermediate reseller and an End-User or other intermediate reseller.

- 5.6 Data8 shall use reasonable endeavours to perform the Services in accordance with any agreed Services Specification. Without prejudice to the foregoing and clause 7.1, the Customer acknowledges that not all of the Customer Data will be matched or accurately matched using the Services.
- 5.7 Any advice, recommendation or representation given by Data8 to the Customer or its employees or agents which is not confirmed in writing by an authorised representative of Data8 is followed or acted upon at the Customer's own risk and Data8 shall not be liable for any such advice, recommendation or representation provided that nothing in this clause shall operate to limit or exclude any liability for fraud or fraudulent misrepresentation.
- 5.8 Data8 may change any applicable specification of the Services, provided that any change to the specification does not have a materially adverse effect on the performance or delivery of the Services.
- 5.9 The Customer shall comply with all lawful and reasonable directions regarding the Services notified to it from time to time by Data8.

6 USE OF THE SERVICE

- 6.1 The Customer shall ensure that the Services are not used:
- 6.1.1 To send, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
- 6.1.2 To store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- 6.1.3 To carry out any sales or marketing activities in breach of Data Protection Legislation; or
- 6.1.4 Other than in accordance with the acceptable use policies of Data8 and of any connected networks.
- 6.2 The Customer shall:
- 6.2.1 be responsible for ensuring that its employees and personnel (and any users of any Customer network utilising the Services) comply with these General Terms and each Contract;
- 6.2.2 be responsible for the accuracy, quality and legality of Customer Data;
- 6.2.3 use commercially reasonable efforts to prevent unauthorised access to or use of the Services, and notify Data8 promptly of any such unauthorised access or use;
- 6.2.4 procure that the Services are available only to authorised users of the Customer and, where the Customer is a Reseller, authorised users of the End User.
- 6.3 The Customer shall not:
- 6.3.1 sell, resell, or distribute the Services save where the Customer is a Reseller who complies with the terms of clause 5.5;

- 6.3.2 rent or lease the Services (without prejudice to any resale rights granted hereunder);
- 6.3.3 interfere with or disrupt the integrity or performance of the Services or third-party data contained therein;
- 6.3.4 attempt to gain unauthorised access to the Services or their related systems or networks.
- 6.4 The Services must not be used in a way that is in any way unlawful or does not comply with any licence applicable to the Customer or the Services.
- 6.5 The Customer indemnifies Data8 against any claims or legal proceedings which are brought or threatened against Data8 by a third party because the Service is used in breach of the provisions of this clause 6.

7 DATA8'S OBLIGATIONS

- 7.1 Data8 warrants to the Customer that:
- 7.1.1 the Services will be provided using reasonable skill and care and in a manner befitting a competent data services provider;
- 7.1.2 it has the necessary rights to perform the Contract;
- 7.2 Without prejudice to the warranties set out in clause 7.1, Data8 does not warrant that the Services will be uninterrupted or error free or that Data8 will correct any defects in the Services.
- 7.3 Data8 shall use reasonable endeavours to complete the Services in accordance in all material respects with the Order Confirmation Form and/or any Services Specification.
- 7.4 In the event of any conflict between the Order and the Services Specification and the Order Confirmation Form, the order of priority shall be (1) Order Confirmation Form (2) Order Form (3) Services Specification.
- 7.5 Data8 shall use reasonable endeavours to meet the performance dates and timelines specified in the Order Confirmation Form, Services Specification or Order Form (if any). Without prejudice to the foregoing obligation, such dates (including for the avoidance of doubt any dates set out in the Services Specification) shall be estimates only and time shall not be of the essence of the relevant Contract.
- 7.6 Data8 may, if Data8 considers it appropriate, appoint a Data8 project manager who shall be the point of contact for the Customer in relation to the Services. Data8 shall use reasonable endeavours to ensure that the same person acts as Data8's project manager throughout the provision of the Services, but may replace him from time to time where reasonably necessary in the interests of Data8's business.

8 CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall be responsible for specifying and providing to Data8 in sufficient detail all information reasonably required by Data8 for the purposes of performing the Services.
- 8.2 The Customer shall comply with any reasonable instructions given by Data8 in relation to the Services at all and any times. The Customer warrants that it has

obtained and shall maintain at all relevant times all necessary relevant licences and consents that may be required to use the Services.

8.3 Customer shall at all times during the term of each Contract and any period of use of the Services (at its own cost and expense):

8.3.1 Obtain and maintain in full force and effect all necessary licences, permits, consents and authorisations to enable the Customer to receive and/or utilise the Services in accordance with the terms of these General Terms and the Contract;

8.3.2 comply with all applicable laws, regulations, regulatory requirements and codes of practice in connection with its obligations under these General Terms and the Contract and the use of the Services (including the use of data arising from or supplied under the Services) and in all matters relating to the Contract including all and any financial services, consumer credit, anti-money laundering, data protection, slavery, privacy, anti-corruption and anti-piracy laws and regulations that may be applicable to the Customer's business or use of the Services;

8.3.3 not do or permit anything to be done which might cause or otherwise result in a breach by Data8 of any of any applicable licences, permits, consents and authorisations; and

8.3.4 bear any and all costs and expenses incurred or arising out of or in connection with its compliance with this clause 8.

8.4 The Customer shall not:

8.4.1 attempt to duplicate or modify any portion of the Services; or

8.4.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any software relating to the technical elements of the Services, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or

8.4.3 transfer, temporarily or permanently, any of its rights under these General Terms or any Contract, or

8.4.4 attempt to obtain, or assist others in obtaining, Services, other than as permitted by these General Terms or Contract or expressly by Data8 in writing from time to time.

8.5 The Customer agrees that, subject to it being given reasonable prior written notice, it shall permit Data8 or its licensors and its authorised representatives to have reasonable access (on a supervised basis) during the Customer's normal business hours to the Customer's relevant premises and relevant operations, records and systems for the sole purpose of conducting an audit to ensure that the Customer has complied and is complying with its obligations under these General Terms and each applicable Contract. The Customer shall provide all reasonable assistance in this regard.

8.6 In the event of any breach, act or omission by the Customer any of its obligations under these General Terms or any Contract, the Customer shall indemnify Data8 for and against any losses, damages, expenses,

demands, costs and other claims made against or incurred by Data8 as a result of the Customer's breach, act or omission including any loss, damage or claims from any third party supplier or owner of data.

8.7 The Customer shall not, without the prior written consent of Data8, at any time from the Effective Date of each Contract to the expiry of six months after termination of that Contract, solicit or entice away from Data8 or employ, engage or attempt to employ or engage any person who is, or has been, engaged as an employee or sub-contractor of Data8 in the performance of any material part of such Contract. Any consent given by Data8 in accordance with this clause shall be subject to the Customer paying to Data8 a sum equivalent to 20% of the then current annual remuneration of Data8's employee or sub-contractor or, if higher, 20% of the annual remuneration to be paid by the Customer to such employee or sub-contractor ("Commission"). The restrictions in this clause 8.7 shall not apply to prevent the Customer from employing or engaging an employee or sub-contractor of Data8 following an unsolicited approach or application to the Customer for work or employment and whose role at Data is or was solely secretarial or administrative and not managerial. In the event that the Customer is in breach of this clause 8.7 without obtaining Data8's consent, the Customer shall in any event be liable to pay Data8 the Commission upon any offer of employment, contract or retainer made by the Customer to the said person being accepted.

8.8 Whenever the Customer or its representatives (including its employees, agents and sub-contractors) have access to Data8's premises or property, including third party sites in which Data8 has an interest, the Customer shall (and shall ensure that all its personnel, sub-contractors and agents shall) comply with all reasonable site regulations previously advised in writing to the Customer.

8.9 For the avoidance of doubt, the Customer shall not be entitled to hold itself as agent for Data8.

9 CHANGES

9.1 Any variation of any Contract or Services shall be made in writing and signed by or on behalf of the parties. Any such variations may be recorded on an Order Confirmation Form.

9.2 Data8 may in any event at any time make any changes to any Services which are:

9.2.1 necessary to comply with any changes to applicable law, statutory or regulatory requirements; or

9.2.2 due to circumstances beyond Data8's reasonable control.

9.3 In the event that such changes need to be made, Data8 shall use reasonable endeavours to:

9.3.1 give as much notice as practicable to the Customer and to minimise disruption to the Services;

9.3.2 ensure that the changes are not materially detrimental to the Customer.

- 9.4 Any changes shall be confirmed in writing to Customer and any consequential changes made to the applicable Services Specification.
- 9.5 In the event that any change to the Services has a material and detrimental effect on the Customer's business, the Customer may terminate the relevant Contract or Contracts by 30 days' written notice to Data8.
- 10.8 Where any Contract continues for more than 12 months, Data8 may increase the Fees for such Contract on the first anniversary and at the start of each successive Year of such Contract by the percentage increase of the current UK government C.P.I. rate or the RPI rate (whichever is the greater) over the previous 12 months, save where the Initial Term is longer than 12 months in which case such increase shall not be made until the expiry of the Initial Term.

10 FEES AND PAYMENT

10.1 The Fees and any additional sums which are agreed between Data8 and the Customer for the provision of the Services shall be payable by the Customer in accordance with this clause 10, any applicable Fees Schedule and, where applicable, the Order Confirmation Form. For the avoidance of doubt, any applicable Order Confirmation Form or Fees Schedule and the provisions within the "Fees and Payment" section of the applicable Specific Terms, shall prevail over this clause 10 in the event of any conflict.

10.2 Data8 may:

10.2.1 require the Customer to pay the applicable Fees by credit card prior to delivery by Data8 of the Services following which an invoice will be provided to the Customer;

10.2.2 invoice the Customer monthly;

10.2.3 invoice the Customer prior to, during or following the delivery of the relevant Services, or at other times agreed in writing with the Customer.

10.3 Time for payment of all Fees shall be of the essence of these General Terms and each Contract.

10.4 Unless otherwise agreed, invoices the Customer shall pay the Fees in full, and in cleared funds, within 14 days of the date of invoice. All amounts due under the Contract shall be paid in full by the Customer without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10.5 All stated Fees exclude VAT which Data8 shall add to its invoices or online payment transactions at the appropriate rate.

10.6 Without prejudice to any other right or remedy that Data8 may have, if the Customer fails to pay Data8 on the due date Data8 may:

10.6.1 charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank Plc accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and

10.6.2 suspend all Services or future services until payment has been made in full.

10.7 All payments payable to Data8 under and each Contract shall become due immediately on termination of that Contract, despite any other provision. This clause is without prejudice to any right to claim for interest under the law, or any such right under these General Terms.

10.9 Data8 may from time to time increase the Fees for a Contract to reflect any increase in the direct costs of services charged by a Third Party Supplier to Data8 and included in the Services for such Contract. Data8 shall provide the Customer as much notice as reasonably practicable of such increase. If such changes are unacceptable, the Customer may terminate the relevant Contract forthwith by written notice to expire no earlier than the time the said changes are due to have effect.

10.10 Data8 may, without prejudice to any other rights it may have, set off any liability of the Customer to Data8 against any liability of Data8 to the Customer.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 Nothing in these General Terms or any Contract or any contract relating to the Services shall act to transfer or assign to the Customer rights of title or ownership in the Intellectual Property Rights or database rights in any software and technical solution used by Data8 in the provision of the Services or any data or data sources or reports used by Data8 for the provision of the Services (together "IP Rights"). All such IP Rights are and shall remain the exclusive property of Data8 and/or the third party owner of such rights.

11.2 The Customer warrants that any Customer Data and its use by Data8 for the purpose of providing the Services will not infringe any rights of confidentiality or any Intellectual Property Rights of any third party and the Customer shall indemnify and hold harmless Data8 against any loss, damages, costs, expenses or other claims arising from any such infringement. The Customer shall immediately notify Data8 of any infringement or suspected infringement by any third party of the Intellectual Property Rights or database rights in the Services of which the Customer becomes aware and shall assist Data8 to take such action as Data8 deems appropriate to protect such rights at Data8's request and expense.

12 THIRD PARTY SUPPLIERS

12.1 All Services supplied to the Customer pursuant to each Contract and the Customer's use of the Services are subject to the Third Party Terms imposed upon Data8 by Third Party Suppliers. The Customer shall comply with the Third Party Terms.

12.2 The Customer acknowledges that the Third Party Terms are subject to change (including price increases) from time to time by Third Party Suppliers and that the terms upon which Data8 provides Services or data which are not the subject of express Third Party Terms may also be changed by Third Party Suppliers. Data8 will give the Customer as much notice as reasonably practicable of any such changes, including any price increases. Data8

shall have the right to pass on to the Customer the cost of any price increases from Third Party Suppliers.

13 CONFIDENTIALITY

- 13.1 Data8 shall keep in strict confidence all Customer Data and shall not disclose to third parties save as required to perform the Services and/or the Contract.
- 13.2 The Customer shall keep in strict confidence all business information, technical or commercial know-how, specifications, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by Data8 or its agents, and any other confidential information concerning Data8's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know it and shall procure that all such employees, agents or sub-contractors are bound by equivalent confidentiality undertakings.
- 13.3 The provisions of this clause 13 shall not apply to any information, documents or other materials to the extent required by law to be disclosed or if they are public knowledge at the time when they are so provided by either party. These provisions of clause 13 shall cease to apply if at any future time they become public knowledge through no fault of the other party or are already in the possession of the relevant party.
- 13.4 Clause 13 shall survive termination of each Contract, however arising.
- 13.5 Each Party shall immediately upon becoming aware of the same give notice to the other of any unauthorised disclosure, misuse, theft or other loss of Confidential Information of the other Party, whether inadvertent or otherwise.
- 13.6 The Customer shall not and shall procure that any third party shall not publish or use any advertising, sales promotion, press releases or publicity matters using Data8's name or trade marks without the prior approval of Data8.
- 13.7 The Customer will allow Data8 to use its company name and logo for marketing purposes, including to allow Data8 to reference the Customer on its customer lists in marketing literature and on its website.
- 13.8 In the event that Data8 uses a debt collection agency in relation to overdue amounts, charges incurred by Data8 for such debt collection agency shall be charged by Data8 to the Customer.

14 LIABILITY

- 14.1 The following provisions set out the entire liability of Data8 (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
 - 14.1.1 any breach or default of these General Terms and/or each Contract;
 - 14.1.2 any use made by the Customer of the Services or any part of them; and

- 14.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with these General Terms or any Contract.
- 14.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these General Terms and each Contract.
- 14.3 Nothing in these clauses excludes the liability of Data8:
 - 14.3.1 for death or personal injury caused by Data8's negligence; or
 - 14.3.2 for fraud or fraudulent misrepresentation;
 - 14.3.3 breach of terms implied by section 2 of the Sale of Goods and Services Act 1982; or
 - 14.3.4 any liability that cannot be excluded by law.
- 14.4 Subject to clause 14.3, but notwithstanding anything else in these General Terms, Data8 shall not be liable in contract, tort (including negligence or breach of statutory duty) for:
 - 14.4.1 the transmission and/or receipt of infringing information of whatever nature transmitted via the Services;
 - 14.4.2 loss of, damage to or corruption of data, or files, stored, transmitted or used using the Services;
 - 14.4.3 loss or damage suffered by Customer as a result of any virus or other hostile computer program, denial of service, spamming, or hacking being introduced via the Services;
 - 14.4.4 any loss of actual or anticipated profits, loss of contracts, downtime costs, loss of opportunity, loss of reputation, loss of the use of money, loss of business, loss or depletion of goodwill, loss of anticipated savings or wasted expenditure or any losses of a similar nature to any of the foregoing (in each case whether direct or indirect),

save that this clause 14.4 shall not exclude any of Data8's liability in respect of (a) Data Protection Claims (b) sums paid by the Customer to Data8 under the Contract in respect of Services not provided in accordance with the Contract.
- 14.5 Data8 shall not be liable in contract, tort (including negligence or breach of statutory duty) for any special, indirect or consequential loss costs, damages, charges or expenses howsoever arising.
- 14.6 Subject to clauses 14.3 and 14.7, Data8's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, in respect of all and any claims arising in connection with each Contract (other than Data Protection Claims) during each successive period of 12 months starting on the Effective Date of the relevant Contract shall be limited to (the greater of) £2,000 OR an amount equal to 2.5 (two point five) times the Fees that become due for payment by the Customer for the Services under the relevant Contract during such period of 12 months;
- 14.7 Subject to clauses 14.3, Data8's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or

otherwise, arising in connection with the performance or contemplated performance of each Contract shall be limited in the aggregate to (the greater of) £50,000 OR an amount equal to 2 (two) times the Fees paid or payable by the Customer for the Services under that Contract.

- 14.8 Subject to clause 14.3, if the Customer makes or intends to make any claim ("Claim") against Data8 in relation to any failure or breach by Data8 of, or otherwise in connection with, any Contract, such Claim shall be notified in writing to Data8 within 120 days of (i) the date of the event which gives rise to the Claim or (ii) (if later) the date the Customer became aware or should reasonably have become aware of it having grounds to make such Claim or potential Claim (such applicable date at the start of the 120 day period being referred to as the "Relevant Date"). Unless the Customer notifies Data8 that it intends to make a Claim (including a summary the relevant facts and circumstances relating to such Claim) within such notice period, Data8 shall have no liability for such Claim and the Customer shall not be entitled to bring such Claim against Data8. In any event, proceedings in respect of any Claim made by the Customer shall be issued in a competent Court having jurisdiction to deal with such Claim and served upon Data8 within 12 months of the Relevant Date and Data8 shall have no liability for any Claim and the Customer shall not be entitled to bring any Claim against Data8 after the expiry of such 12 month period.
- 14.9 Subject to clause 14.3, Data8 shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any act or omission of the Customer in breach or default of these General Terms or any Contract.

15 TERM AND TERMINATION

- 15.1 Each Contract shall come into force on the Effective Date of that Contract and shall continue until terminated in accordance with this clause 15 or the provisions of the applicable Specific Terms.
- 15.2 Data8 may terminate each Contract by 30 days written notice, to expire no earlier than the expiry of the Initial Term for that Contract where an Initial Term is applicable to that Contract, unless specified otherwise in the Specific Terms for that Contract and without prejudice to any termination right contained in such Specific Terms.
- 15.3 Each party may at any time terminate a Contract immediately on written notice to the other party in the event that:
- 15.3.1 the other party commits any material breach of that Contract, which breach is irremediable, or which breach (if remediable) is not remedied within 30 days after receipt of notice requiring its remedy; or
- 15.3.2 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given

by the other party or its directors or by a qualifying floating charge holder; or

- 15.3.3 a receiver is appointed of any of the other party's assets or undertaking; or
- 15.3.4 or becomes bankrupt or ceases, or threatens to cease, to trade; or
- 15.3.5 the other party takes or suffers any similar or analogous action in any jurisdiction.
- 15.4 Data8 may at any time terminate a Contract immediately on written notice to the Customer in the event that:
- 15.4.1 Customer has provided inaccurate or misleading information concerning its registered details or financial standing, is likely to defraud Data8 or create disruption or harm to the Services; or
- 15.4.2 Data 8 has exercised the right under clause 15.3 to terminate any other Contract with the Customer; or
- 15.4.3 Customer fails to pay any overdue amount within fourteen (14) days of the date of a reminder notice which references the right of termination.
- 15.5 Customer shall not be entitled to terminate a Contract for any Services suspended under clause 10.6.2 and any notice purporting to terminate the same shall be of no effect. Fees will continue to accrue during the period of suspension.
- 15.6 Data8 shall not accept any termination notice where overdue invoices (other than invoices that are disputed in good faith) remain unpaid. Such overdue invoices must be settled in full prior to a termination notice being effective. Current invoices shall not invalidate a termination notice provided they are within the thirty (30) day payment term.
- 15.7 Data8 may terminate any element of the Services (and the relevant Contract) without liability to the Customer by written notice to the Customer if for any reason the agreement Data8 has with any third party provider or supplier of services to Data8 is terminated or suspended and Data8 is unable to continue the performance of the Services in accordance with the terms of the Contract. This clause 15.7 shall not apply to the Hosting Services and any Contract for Hosting Services.
- 15.8 Data8 shall endeavour to give as much notice of termination under clause 15.7 as practicable. In the event that notice is given under clause 15.7, Data8 shall, unless the Customer has Fees outstanding to Data8 in which case Data8 may offset any such monies held against such Fees (if any), make a refund to the Customer of the amount of any Fees held by Data8 which have been pre-paid by the Customer in relation to the Services.
- 15.9 In the event that Data8 terminates any Contract in accordance with clause 15.2, Data8 may elect, but shall not be required, to terminate all or any other subsisting Contracts if Data8 believes that the circumstances of default or termination of the first Contract may adversely affect Data8's ability to perform such other subsisting Contracts or may otherwise prejudice Data8's business.

15.10 Termination of a Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

16 DATA PROTECTION

16.1 Data8 warrants and agrees that it shall at all times comply with its duties and obligations under the Data Protection Legislation.

16.2 For the purpose of this clause 16:

Applicable Law means any applicable law or regulation of the European Union or the United Kingdom, and includes Data Protection Legislation;

The terms **processor, controller, personal data, personal data breach, supervisory authority** and **data protection impact assessment** shall have the meaning set out in Data Protection Legislation.

16.3 To the extent that Data8 processes Customer Data as a data processor on behalf of the Customer, the following provisions shall apply:

16.3.1 The scope, nature and purpose of processing by Data8 of Customer Personal Data is set out in the Service Specification and Order Confirmation Form. The duration of the processing shall be for the term of the Contract. The types and categories of personal data are set out in the Service Specification and Order Confirmation Form. Where Data8 processes Customer Data as part of a Data Quality Audit, the scope, nature, duration and purpose of processing are set out in the description of that service on Data8's website, and the types and categories of personal data are set out in the Service Specification;

16.3.2 Data8 shall process the Customer Personal Data only in accordance with the Customer's written instructions unless Data8 is required by any Applicable Law to otherwise process that personal data. Where Data8 is relying on such laws as the basis for processing such personal data, Data8 shall promptly notify the Customer of this before performing the processing required by such Applicable Law unless those laws prohibit Data8 from so notifying the Customer. It is agreed that the Customer instructs Data8 to process Customer Personal Data for the purposes of carrying out the Services set out in the Order Confirmation Form or carrying out the Data Quality Audit (as the case may be);

16.3.3 Data8 shall not transfer Customer Personal Data outside the European Economic Area except as otherwise agreed in writing by the parties from time to time and in accordance with Data Protection Legislation;

16.3.4 Data8 shall restrict access to Customer Personal Data to authorised users and shall ensure that all staff and personnel who process Customer Personal Data have agreed to keep such personal data confidential (whether by means of appropriate terms in agreements or policies of employment or otherwise);

16.3.5 Data8 shall only appoint sub-processors with the prior written authorisation of the Customer (which

authorisation may be by way of specific or general authorisation and may be set out or evidenced in the Order Form, Order Confirmation Form or Specific Terms). Data8 shall procure that any sub-processor is engaged pursuant to a written agreement which contains the same data protection obligations of processors in respect of personal data as are set out in this clause 16 and that otherwise complies with Data Protection Legislation. Data8 shall be entitled to appoint (without consent) 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 Customer;

16.3.6 Data8 shall ensure that it has appropriate technical and organisational measures to ensure the security of the Customer Personal Data, including to protect such data against unauthorised or unlawful processing and accidental loss, destruction, or damage, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it) and taking into account the matters set out in Article 32 of GDPR and Data Protection Legislation;

16.3.7 Data8 shall, taking into account the nature of the processing Data8 carries out as a processor of Customer Personal Data assist the Customer by appropriate technical and organisational measures, insofar as this possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject rights laid down in Chapter III of GDPR and the Data Protection Legislation;

16.3.8 Data8 shall provide reasonable assistance to the Customer to enable the Customer to comply with the Customer's obligations under Articles 32 to 36 of the GDPR and the Data Protection Legislation (in so far as these relate to the Customer Data) to process Customer Personal Data securely, to respond to a personal data breach relating to Customer Personal Data (including the making of notifications to supervisory authorities or individuals), to undertake data protection impact assessments and to engage in any mandatory consultation with a supervisory authority that relate directly to the Customer Data, taking into account the nature of the processing that Data8 carries out and the information available to Data8;

16.3.9 Data8 shall, at the election of the Customer, return, securely delete or destroy all Customer Personal Data held or processed by or on behalf of the Customer upon termination of the Contract, including each copy of such data unless retention of a copy is required by any Applicable Law;

- 16.3.10 Data8 shall maintain a record of all categories of processing activities carried out on behalf of the Customer, including a general description of the technical and organisational security measures implemented by the processor to safeguard the Customer Personal Data and other records required by Data Protection Legislation;
- 16.3.11 Data8 shall inform the Customer immediately if in the opinion of Data8 any instruction of the Customer infringes the GDPR or any other relevant Data Protection Legislation;
- 16.3.12 Data8 shall make available to the Customer any information necessary to demonstrate compliance with Data Protection Legislation and allow and contribute to reasonable audits and inspections carried out by the Customer (or a person mandated by the Customer);
- 16.3.13 Data8 shall inform the Customer without undue delay of the occurrence of a personal data breach relating to the Customer Personal Data.
- 16.4 The Customer warrants and undertakes that it will comply with all applicable requirements of the Data Protection Legislation in relation to the Customer Personal Data, and in the course of its use of the Services and performance of any Contract. Without prejudice to the generality of the foregoing, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Supplier for the duration and purposes of the Contract. Where the consents of data subjects contained in Customer Personal Data are needed in order for Data8 to carry out the Services and/or for the Customer to utilise the Services, the Customer warrants that necessary and appropriate consents have been obtained.
- 16.5 Customer shall indemnify and hold harmless Data8 in respect of any and all claims, costs, losses, liabilities and damage threatened or suffered as a result of a breach of clause 16.4
- 16.6 In the event of any conflict between the terms of this clause 16 and any other provision of these General Terms or the terms of any other document referred to in clause 2.2, the terms of this clause 16 shall prevail.
- 16.7 In the event that, in the course of its use of the Services or performance of the Contract, the Customer processes any personal data as a data processor on behalf of Data8, the following provisions shall apply in relation to such personal data ("Relevant Personal Data"): The Customer agrees, in relation to Relevant Personal Data, to accept equivalent obligations to those obligations of Data8 specified in sub-clauses 16.3.2 to 16.3.13 (inclusive); accordingly (for the purposes of this sub-clause 16.7 only) sub-clauses 16.3.1 to 16.3.13 (inclusive) shall be deemed to apply (any necessary changes having been made) to the parties save that references in those sub-clauses to "Customer Personal Data" shall instead be to "Relevant Personal Data", references to "Data8" shall instead be to "Customer" and references to "Customer" shall instead be to "Data8".

- 16.8 Data8 may propose by notice to the Customer variations to these General Terms and any Contract which Data8 reasonably considers to be necessary to address the requirements or changes of any Data Protection Legislation. If Data8 gives such notice the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Data8's notice as soon as is reasonably practicable.

17 FORCE MAJEURE

- 17.1 Data8 shall have no liability to the Customer under these General Terms or any Contract if it is prevented from, or delayed in, performing its obligations under these General Terms or any Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Data8 or any other party), any inability to access the Internet (whether as a result of a failure by the relevant Internet service provider to supply access or otherwise), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

18 GENERAL

- 18.1 A waiver of any right under these General Terms or a Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. Unless specifically provided otherwise, rights arising under these General Terms are cumulative and do not exclude rights provided by law.
- 18.2 If any provision of these General Terms or any Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 18.3 Each of the parties acknowledges and agrees that in entering into these General Terms and each Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to a Contract or not) relating to the subject matter of these General Terms or any Contract other than as expressly set out in these General Terms and the relevant Contract.
- 18.4 The Customer shall not, without the prior written consent of Data8, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these General Terms or any Contract.

- 18.5 Data8 may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these General Terms and each Contract.
- 18.6 Nothing in these General Terms or in any Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 18.7 Each Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and save where it is specifically provided for in the Contract or in any Third Party Terms, is not intended to benefit, or be enforceable by, anyone else.

19 NOTICES

- 19.1 Any notice under any Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address as set out in any Contract, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number or designated email address as set out in the Order Confirmation Form. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not during business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

20 GOVERNING LAW AND JURISDICTION

- 20.1 These General Terms, any Contract and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the laws of England and Wales.
- 20.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these General Terms.

Data Validation Specific Terms and conditions

These Specific Terms and Conditions govern the supply by Data8 Limited of Data Validation Services to the Customer and will, together with the General Terms, the relevant Order Form and Order Confirmation Form, any Third Party Terms, and any Schedules and Appendices, govern each Contract for the supply of such services to the Customer and the grant of a licence of the Licensed Programs to the Customer.

IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

1.1 The definitions of words and phrases set out in clause 1 of the General Terms shall apply to these Specific Terms and Conditions. In addition, the following words and phrases shall (unless the context otherwise requires) have the meanings set out below:

Authorised Use: means the use of the Licensed Programs by utilising the number of Users, Clicks or Installations within the Customer's organisation which the Customer is authorised to use, such number or numbers to be specified in the Order Confirmation Form;

Auto Top-Up: means the automatic purchase by a Customer of further Click Credits when existing Click Credits have been used or expired at the end of an Initial Term

Click: means the display of a record or part of a record in response to the single entry by the Customer of a query to the Licensed Products;

Click Credit means a pre-authorised credit for use of a Click that may be purchased by the Customer pursuant to an Order;

Data: means the information and/or data provided with or accessed by the Licensed Programs as specified in the Order Confirmation Form;

Data Provider: means the owner of the Data or the person who has the right to licence or provide the Data for third party use;

Data Provider Licence: means the Third Party Terms of a Data Provider, as identified in the Order Form;

Documentation: means the documentation relating to the Licensed Programs available on the Website (at www.data-8.co.uk) or otherwise provided by Data8 to the Customer and as changed from time to time by Data8;

Effective Date: means the date specified in the Order Confirmation Form as the "Effective Date", being the date of commencement of the Customer's right to use the Licensed Products;

General Terms: means the document entitled "General Terms and Conditions" provided to the Customer with the Order Form or as part of the online process for placing an Order;

Installation shall mean the installation of Licensed Products by the Customer in accordance with the Documentation and the Contract;

Initial Fee: means the fee specified as an initial fee in the Order Confirmation Form;

Initial Term: means, in respect of each Order, a period of one (1) year, unless otherwise stated on the relevant Order Confirmation Form;

Licensed Products: means the Licensed Programs, Data and Documentation.

Licensed Programs: means the Web Services and/or computer programs ordered by the Customer and as specified in the Order Confirmation Form.

Relevant Event: has the meaning set out in clause 2.3.

Renewal Period: means a period equal in length to the Initial Term;

Web Services: means the XML web services hosted by Data8 at <http://webservices.data-8.co.uk/> and described in the Documentation.

User: means an individual work station or terminal or hand-held or otherwise portable device within the Customer's organisation which has access to the whole or part of the Licensed Programs or any part of the Data, either directly or indirectly.

2 LICENCE AND APPLICATION OF SPECIFIC TERMS

2.1 By installing and using the Licensed Products, the Customer acquires and agrees to a non-exclusive licence to use the Licensed Products in accordance with the terms of the Contract. The Customer agrees to comply with any relevant instructions contained in the Documentation.

2.2 Each time an Order for Data Validation Services is accepted by Data8 (in accordance with clauses 3 or 4 of the General Terms), a Contract shall come into existence governing the supply of Data Validation Services on the terms of these Specific Terms and other documents referred to in the opening paragraph of this document. The order of priority of those documents in the event of conflict is set out in clause 2.2 of the General Terms.

2.3 Click Credits may be purchased pursuant to an Order and shall be available for the Initial Term relating to that Order, when they will expire. The Customer may elect (by specifying the Auto Top-Up option in the Order Form) to automatically purchase a specified number of additional Click Credits if and when the number of unused Click Credits reaches a specified number and when the Initial Term or Renewal Period for that Order expires (each such event being a "Relevant Event"). Where the Customer selects the Auto Top-Up option, this shall be deemed to be an Order for such conditional purchase upon the Relevant Event occurring.

2.4 The Customer may cancel the Order for Auto Top-Up by written notice to Data8 at any time prior to the Relevant Event occurring.

2.5 Where the Customer specifies the Auto Top-Up option in an Order, the period during which the additional Click Credits purchased are available is for a single Renewal Period from the Relevant Event, after which period those Click Credits will expire and new Click Credits will be issued pursuant to clause 2.3.

2.6 Where an Auto Top-Up purchase is triggered by virtue of unused Click Credits reaching the specified number (as opposed to the expiry of an Initial Term or Renewal Term), any unused Click Credits immediately prior to the said purchase of additional Click Credits shall, for the avoidance of doubt, continue to be available for the residue of the then current 12 month period.

- 2.7 These Specific Terms are without prejudice and subject to clause 16 of the General Terms. In the event of any conflict between these Specific Terms and any provisions of clause 16 of the General Terms, the relevant provisions of clause 16 of the General Terms shall prevail.

3 TERM

- 3.1 Subject to the terms of the Contract, the Contract shall commence on the Effective Date and shall continue for the Initial Term. Subject to clause 2.3, where the Customer specifies the Auto Top-Up option in an Order, the relevant Contract shall continue for successive Renewal Periods at end of the Initial Term and additional Click Credits in the same amount as originally purchased will be automatically issued (and purchased by Customer) at the start of each Renewal Period (unless and until Auto Top-Up is cancelled by the Customer by written notice at any time prior to the Relevant Event). If the Customer cancels the Auto-Top Option during the Initial Term or Renewal Period, the relevant Contract shall expire at the end of that Initial Term or Renewal Period (as the case may be).
- 3.2 Any unused Clicks or Installations that have not been used by the end of the Initial Term will expire at the end of the Initial Term and will not be redeemable or refundable and cannot be used in any subsequent Renewal Period. Any unused Clicks or Installations that have not been used by the end of any Renewal Period will expire at the end of that Renewal Period and will not be redeemable or refundable and cannot be used in any subsequent Renewal Period.

4 PAYMENT

- 4.1 In consideration for the licence to use the Licensed Products and the Services, Data8 provides to the Customer under the Contract, the Customer agrees to pay to Data8 the Fees (including the Initial Fee) in accordance with the Order Confirmation Form and, where applicable, the Fees Schedule.

5 OWNERSHIP

- 5.1 The Customer shall acquire no right, title or interest whatsoever in any Intellectual Property Rights or other rights in or to the Licensed Products, other than a right to use the Licensed Products in accordance with clause 2.

6 INSTALLATION AND CONFIGURATION

- 6.1 Where Licensed Programs need to be installed, the Customer is responsible for installing and configuring the Licensed Programs on the Customer's equipment. The Customer shall ensure that such Customer equipment is compliant with any requirements specified in the Documentation. The Customer shall access the Licensed Programs and Data in accordance with the Documentation.

7 RESTRICTIONS ON USE

- 7.1 The Customer agrees to:
- 7.1.1 use the Licensed Products strictly in accordance with the terms and conditions of the Contract and in accordance with the Documentation and any reasonable procedures, instructions and guidelines issued by Data8;
- 7.1.2 use the Licensed Products only for its own internal business purposes, save that where the Customer is a reseller, it shall have a licence contained in, subject to compliance with, clause 5.5 of the General Terms.
- 7.1.3 ensure that the Customer and Users do not exceed the Authorised Use and that all persons who operate or access the Licensed Programs and Data are employees (including temporary employees) or individual independent contractors of the Customer only, and are made aware of and contracted to abide by all relevant terms and conditions of the Contract.
- 7.1.4 have proper processes and procedures in place to ensure that access to the Licensed Programs and Data does not exceed the Authorised Use and that all Users comply with the terms of the Contract. The Customer will be responsible for the acts of all persons (Users and third parties) in relation to the access or use of the Customer's copy of the Licensed Programs and Data.
- 7.1.5 maintain security of the Licensed Products and take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people. Customer shall ensure proper use of all user IDs, and passwords allocated by Data8 and/or the Customer, and security checkwords which are used in connection with the Licensed Programs (including changing such user IDs, passwords and security checkwords on a regular basis);
- 7.1.6 immediately inform Data8 if there is any reason to believe that a user ID, or password allocated by Data8, or checkword, has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way, or if it is made aware of any security risk to the Licensed Products. Data8 reserves the right to suspend user ID and password access to the Service if at any time Data8 considers that there is or is likely to be a breach of security and will notify the Customer as soon as possible after it has done so.
- 7.1.7 keep and use the Licensed Products in accordance with good industry practice (meaning the exercise of that degree of skill, care, prudence, efficiency and foresight as would be expected within the computer industry from a reputable user of IT).
- 7.1.8 notify Data8 immediately if they become aware of the happening of any events that would cause, or are likely to cause, the Customer to be in breach of clause 7.
- 7.2 The Customer agrees not to:
- 7.2.1 without Data8's prior written consent or save as permitted by law, copy, reproduce, translate or do any act which infringes the copyright in the Licensed Products;

- 7.2.2 create a derivative work from the Licensed Products by any means;
- 7.2.3 decompile, disassemble or reverse engineer the Licensed Programs or Data save as permitted by law;
- 7.2.4 give, lease, licence, rent, assign, transfer, disclose or otherwise make available the Licensed Products (in any form) to any other person without Data8's prior written consent;
- 7.2.5 permit any other person or company (including their related or associated companies) to use the Licensed Products without Data8's prior written consent;
- 7.2.6 use the Licensed Products for the business purposes of any other person (either conventionally or on the internet, an intranet or an extranet);
- 7.2.7 do anything which adversely affects or damages Data8's interests or the interests of Data8's associated companies or of any of the Data Providers, or would infringe the Intellectual Property Rights of any such person in the Licensed Products.

8 TERMINATION

- 8.1 Data8 may immediately terminate the Contract (or part of it in respect of a particular Licensed Product) by notice in writing to the Customer if:
 - 8.1.1 Data8's right to distribute any of the Data is terminated for any reason or expires;
 - 8.1.2 Data8 decides, for any reason, not to continue distributing any of the Data or to provide the Licensed Products and gives the Customer at least three (3) months notice in writing of such discontinuance or if the Initial Term or any Renewal Term expires after such 3 month period, a notice to expire at the end of the Initial Term or Renewal Term (as the case may be).
- 8.2 Data8 may terminate the Contract pursuant to clauses 15.3, 15.4 and 15.7 of the General Terms.
- 8.3 If the Contract (or part of it in relation to a particular Licensed Product) is terminated, the Customer must immediately stop using the relevant Licensed Products, permanently erase the Licensed Programs, Data and, all related files from the Customer's computer systems and certify in writing to Data8 that it has complied fully with this clause 8.3. If only part of the Contract is terminated, this clause shall apply to the Licensed Products relevant to such termination.
- 8.4 If the Contract (or part of it) is terminated by Data8 because Data8's right to use or provide the Data as part of the Services is terminated or expires or because Data8 decides, for any reason, not to continue providing the Data or Licensed Products, Data8 will refund the Customer a proportionate amount relevant to the unused unexpired Click Credits.
- 8.5 Termination of the Contract (or part thereof) is without prejudice to any rights which may have accrued prior to termination.

9 DATA PROVIDER TERMS AND CONDITIONS

- 9.1 The Customer's use of the Licensed Products is subject to the Data Provider Licences, as more particularly prescribed in clause 12 of the General Terms.
- 9.2 The Customer acknowledges that Data Provider Licences are subject to change (including price increases) from time to time by Data Providers and that the terms upon which Data8 provides Data which are not the subject of an express Data Provider Licence may also be changed by Data Providers. Data8 will give the Customer as much notice as reasonably practicable of any such changes, including any price increases. For the avoidance of doubt, Data8 shall have the right to pass on to the Customer the cost of any price increases from Data Providers. If such changes are unacceptable to the Customer, the Customer may terminate the relevant Contract forthwith by written notice to expire no earlier than the time the said changes are due to have effect, and if the Customer does not exercise this right of termination, the changes shall take effect at the expiry of the said notice period. If such termination occurs prior to the end of any applicable Initial Term, Data8 will refund the Customer a pro rata amount of the Fees in respect of the unused Clicks.

Bank Validation Specific Terms and Conditions

1 END USER TERMS - EXTENDED ISCD

The Extended Industry Sort Code Directory (Extended ISCD) is the database containing information about all payment service providers that are connected to the UK clearing systems. It is provided by pay.uk – who operate the UK's national retail payment systems; Bacs, including Direct Debit, Faster Payment, and the Image Clearing System, the digital way to process cheques

The Customer agrees:

a Except as provided by the Copyright Designs and Patents Act 1988 the Customer is not granted any rights to copy, modify, develop or adapt the Extended ISCD or to use, sell, dispose of or transfer the Extended ISCD or any copies thereof in the possession of the Customer, and no title or rights of ownership, copyright or any other intellectual property rights in the Extended ISCD are or will be transferred to the Customer.

b The Customer's right to use the Extended ISCD is limited to use in connection with the UK Bacs scheme, Faster Payments scheme, CHAPS Sterling scheme and Cheque and Credit Clearing scheme

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l that VocaLink and its officers, employees, agents and licensors have no liability to it whatsoever in connection with

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