

SUPPLIER TERMS AND CONDITIONS FOR THE PROVISION OF PRODUCTS AND SERVICES –SUPPLIER DECISION MANAGEMENT SOLUTIONS WITH POWERCURVE CUSTOMER ACQUISITION (“SUPPLIER TERMS AND CONDITIONS”)

SUPPLIER TERMS AND CONDITIONS PART A SERVICE SPECIFIC TERMS

SET UP AND MIGRATION SERVICES
If set up and migration services are required for this Cloud Software, details are available on the Cloud support services section of G-Cloud.

SUPPLIER SERVICE MANAGEMENT (ESM)	
Supplier shall manage the Services by providing Service Desk, Service Request Management, Major Incident Management, Incident Management, Availability Management, Problem Management and Operational Change Management according to the latest version of the Supplier Standard Services Terms available at https://www.experian.co.uk/legal-information/terms-and-conditions	
Core Hours (09:00 – 17:00, Monday to Friday, excluding any UK public holidays)	<input checked="" type="checkbox"/>
<u>Optional</u> : Extended Hours for Major Incident Management (24 hours per day, 7 days per week, every day of the year as agreed in this Call Off Contract).	<input type="checkbox"/>

GENERAL PCCA	
Definition	Meaning
“PowerCurve Customer Acquisition” or “PowerCurve” or “PCCA”	Means Supplier’s hosted, software-as-a-service customer acquisition decisioning solution for credit worthiness assessment, application capture and underwriting, which incorporates, as applicable, the Services listed in Section 1
“Applicant”	Means a consumer or a business applicant applying for a Buyer Product
“CrossCore”	Means Supplier’s on-demand, web-based platform and decisioning tool for fraud and identity verification assessment, transaction viewing, workflows and reporting, which incorporates, as applicable, the Services listed in Section 1
“Data Sources”	Means the sources of information used by PowerCurve to provide a Response (including but not limited to the Data Services listed in Section 1) as detailed within the Specification
“Decision Outcome”	Means whether the Buyer decides to offer a Buyer Product to an Applicant
“Interaction”	Means any occasion upon which PowerCurve is accessed using the Buyer’s User Access Device
“Quotation Enquiry”	Means any occasion upon which a Transaction is submitted for an Applicant that relates to a soft search request only.
“Response”	Means the data and decision relating to an Applicant that is provided to the Buyer via PowerCurve
“Reprocessed Application”	Means any occasion upon which an update is made to an existing application that results in submission for further processing via PowerCurve
“Transaction”	Means a single PowerCurve Interaction which triggers a Response, regardless of the Decision Outcome. For the avoidance of doubt, if the Buyer submits multiple Interactions for the same Applicant, each of those Interactions will be charged as individual Transactions
“User”	means an individual who has access to PowerCurve
“Working Days”	means Monday to Friday excluding UK public holidays
PRODUCT ENHANCEMENTS AND IMPROVEMENTS	
1. The Buyer hereby grants Supplier the right to host, copy, display and use Buyer Data sent to Supplier for storage and/or processing through PowerCurve in accordance with its provision of the applicable Supplier Service(s) to the Buyer.	

2. The Buyer further agrees to provide Supplier confirmed fraud feedback on a monthly basis during the Term based on its use of the Supplier Service(s) ("**Outcome Reporting**") in the format specified by Supplier or as otherwise agreed by the parties in writing. After extraction of information identifying the Buyer and consumers, the Buyer grants Supplier the right to use Buyer Data, data derived from Buyer Data (such as logs and reporting data) and Outcome Reporting for current and future validation, deployment, measurement, general improvement, research, development and optimisation of PowerCurve, CrossCore and the Supplier Service(s). The Buyer acknowledges that Supplier may incorporate these improvements and performance optimizations into and for use within Supplier's services generally.

UPDATES

3. Supplier may release mandatory Updates, which may modify PowerCurve and the Supplier Services, from time-to-time ("**Updates**").
4. If Supplier is aware that releasing an Update will result in a material reduction in or unavailability either of (i) other Supplier service(s) or (ii) third party services the Buyer is currently using, Supplier will make commercially reasonable efforts to provide the Buyer with reasonable advance notice before the release of the relevant Update. The Buyer acknowledges and agrees that Supplier may be unable to provide advance notice in the event an Update is required to address or remedy a security issue.

TERMINATING SERVICES

5. Either party may terminate any of the Services, provided that it does so in accordance with the terms of Clause 2.1 of the Terms and Conditions. In such circumstances, the parties shall cease to have any obligations in relation to the terminated Services with effect from the effective date of termination of those Services, and in relation to all Services which have not been terminated this Call-Off Contract shall continue in full force and effect.

STORAGE AND RETRIEVAL OF BUYER DATA

6. During the Term of this Call-Off Contract Supplier will store Buyer Data in accordance with its standard data retention policies. Upon termination of this Call-Off Contract, Supplier will retain and store any Buyer Data it has in its possession at no additional cost for a period of at least ninety (90) days, during which time the Buyer will have the option of retrieving a "read only" version of the Buyer Data at no extra charge. Any Buyer request that Supplier store the Buyer Data for more than ninety (90) days following termination of this Call-Off Contract will be subject to additional Fees.

BUSINESS CONTINUITY AND DISASTER RECOVERY

7. Supplier will maintain a business continuity program, disaster recovery plan and incident response team. The business continuity program will provide a framework and methodology, including a business impact analysis and risk assessment process, to identify and prioritise critical business functions. In the event PowerCurve experiences an event requiring recovery of systems, information or services, Supplier will execute the disaster recovery plan.

OPEN SOURCE SOFTWARE

8. The Services use certain open source software, which are subject to terms set forth in the "Open Source Disclosure" notice, which will be delivered separately to the Buyer.

PROMOTICITY

9. The Buyer agrees to be referenced as an Supplier case study and will allow Supplier to publish articles or other materials, related to the use of PowerCurve and/or the Services that will be submitted to the Buyer for its specific authorisation.

CHANGE IN THE SERVICES

10. If as a result of (a) any changes in any legislation, regulations, codes or other rules having equivalent force (including any reasonable interpretation thereof) and/or (b) any changes in the supply of third party data or software used in connection with the Services, Supplier considers the Services to have become services which Supplier (in its reasonable opinion) considers that it can no longer provide in accordance with their Specification or that it cannot provide at all as a consequence of the trigger events set out in (a) and/or (b) above ("**Affected Services**"), Supplier shall be entitled to do one of the following on giving prior notice to the Buyer (and Supplier shall use reasonable endeavours to give six months' prior written notice):
 - 10.1. modify the Affected Services as necessary; or
 - 10.2. procure alternative data or software, the same as or similar to the data or software used in the Affected Services; or
 - 10.3. terminate this Call-Off Contract (without liability) in respect of those Affected Services.

In exercising its rights, Supplier will consult with the Buyer, and act reasonably and in a way which is consistent with its treatment of its other similarly affected clients. In addition, Supplier will (where appropriate) refund any fees paid by the Buyer in advance in respect of the Affected Services.

CHANGE CONTROL

1. If the Buyer requires Supplier to make changes to the Specification then:
 - 1.1. the Buyer shall submit a request to Supplier using an agreed format;
 - 1.2. within seven days of receipt of a change request (or such other period of time as the parties agree is reasonable in the relevant circumstances) Supplier shall (depending on the nature of the additional changes being requested) respond to the change request with details of effort, costs and timetable for implementing the changes;
 - 1.3. the parties shall complete and sign any variation to this Call-Off Contract that may be required as a result of such changes once all relevant terms (including any additional Fees) relating to the change request have been agreed.

TERMS RELATING TO ANY SERVICE WHICH USES DATA OBTAINED FROM A DATA SHARING SCHEME

The following definitions are used in this Section of the Special 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 and The Small and Medium Sized Business (Credit Information) Regulations 2015.
 - “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, Supplier shall be entitled to discontinue the provision of any and all Services which utilises data from the relevant Data Sharing Scheme.
 3. Without prejudice to the above, if the Buyer requests Supplier Data pursuant to The Small and Medium Sized Business (Credit Information) Regulations 2015 (the “Regulations”) the Buyer:
 - 3.1 warrants that it is a finance provider for the purposes of the Regulations;
 - 3.2 shall only request Supplier Data on businesses who have agreed to such information being provided to the Buyer in accordance with the Regulations;
 - 3.3 acknowledges that it shall only be entitled to request and receive Supplier Data where it agrees to share credit information with Supplier in accordance with the Regulations; and
 - 3.4 shall only use Supplier Data for the purposes set out in Regulation 6(3).
 4. Where the Buyer requests a score from Supplier which is derived from information obtained by Supplier under the Regulations, the conditions set out in 3.2 and 3.4 above shall apply.

TERMS RELATING TO DETECT SERVICE

The Buyer acknowledges and agrees that where the Buyer is taking Supplier's Detect Service (or any service which utilises Supplier's Detect database) then Supplier will take Buyer Data and include this as part of Supplier's Detect database.

TERMS RELATING TO ADDRESS LINK DATA

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), Supplier may use address link data derived from data contributed by the Buyer to any database hosted and/or controlled by 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

The Buyer will ensure that at the point of collection of the personal data, the relevant individual is informed of the following principles:

- A search will be carried out with Supplier for the purposes of verifying their identity.
- Supplier may check the details they supply against any particulars on any database (public or otherwise) to which they (Supplier) have access in order to verify their identity.
- Supplier may also use their details in the future to assist other companies for verification purposes.
- Supplier will retain a record of the search.

If any such notification is not provided by the Buyer, the Buyer undertakes to Supplier that it shall not attempt to use the Services in respect of the relevant individual.

The Buyer acknowledges that where the Buyer is licensed to access GRO Mortality data within the Supplier Authentication Service the Buyer must provide, as a minimum, name and date of birth details for the relevant individual.

TERMS RELATING TO EXPIN

- 1 For the purposes of this Clause, "ExPin" means the ten-digit reference number key generated by 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 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 AFFORDABILITY DATA

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

TERMS AND CONDITIONS RELATING TO BT OSIS DATA (IDENTITY AUTHENTICATION SERVICE ONLY)

- 1 In order for Supplier to provide Services which utilise BT OSIS data to the Buyer and in order for 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 Supplier to accept, the Buyer:
 - 1.1 Appoints 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 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 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 Supplier is not required to return such telephone numbers to the Buyer.

BANK WIZARD ABSOLUTE SPECIFIC TERMS

Definition	Meaning
"Card"	means a card used to facilitate a payment;
"Cardholder"	means the individual to whom the Card is registered
"Cardholder Matching Check"	means any occasion upon which the Services are accessed using the User Access Device in order to verify the ownership of a credit, debit or charge Card account to an individual;
"Check"	means any occasion upon which the Services are accessed for the purpose of making a Verification Check or Cardholder Matching Check in accordance with the agreed scope of use contained within this This Call-Off Contract;
"Verification Check"	means any occasion upon which the Services are accessed using the User Access Device in accordance with the "Verification Checks – Limitations of Use" terms;
"Transactional Fees"	means usage based Charges made by Supplier in respect of the Checks made by the Buyer to the Services.
"Unauthorised Use"	includes any use of the whole or any part of the Services that is not carried out by competent, trained persons for the processing of data for legitimate business purposes in accordance with the terms of this Call-Off Contract, or use of the Services which is inappropriate, fraudulent or illegal;

1. In order to access and use the Services, the Buyer shall ensure that it has a suitable internet connection or other telecommunication link for such use as specified by Supplier from time to time, and the Buyer is responsible for the cost of a suitable internet connection and telecommunication link, telecommunication charges and internet service charges for use.
2. The Buyer acknowledges that in order to use the Services the Buyer must have a valid User Access Device.
3. Whilst Supplier will use its reasonable endeavours to maximise the hours of availability of the Services it cannot guarantee its availability.
4. The Buyer acknowledges that the User Access Device will be verified by the Services each time the Buyer accesses it, and that access may be denied in accordance with the provisions of this Call-Off Contract.
5. The Buyer shall be solely responsible for any access or attempted access to the Services made using the User Access Device issued to it and shall be responsible for any usage whether or not such usage was authorised by it.
6. The Buyer acknowledges that the Verification Checks carried out within the Services result in the return of information indicating how closely the information provided by the Buyer matches the data held by Supplier, and that the Buyer shall not be provided with Supplier's data relating to the bank account verified. It is the Buyer's responsibility to determine what action to take in respect of the information returned by the Services.
7. The Buyer acknowledges that the Services may contain devices that enable Supplier to monitor and/or audit the use of the Services and, for the avoidance of doubt, the presence of such devices and the ability to monitor use of the Services alone shall not constitute notice to Supplier of all or any breaches of this Call-Off Contract by the Buyer.
8. The rights of Supplier to withdraw or suspend access to the Services under this This Call-Off Contract are without prejudice to the rights set out in clause 9 of the Terms and Conditions.
9. In addition to the suspension and termination rights contained within the Terms and Conditions and this This Call-Off Contract, Supplier shall be entitled to withdraw or suspend access to the Services by the Buyer in the following situations:
 - a. non-compliance by the Buyer with the payment provisions of this Call-Off Contract or this This Call-Off Contract;
 - b. use of the Services outside the Permitted Purpose;
 - c. Unauthorised Use of the Product;
 - d. non-compliance by the Buyer with the DPA and the GDPR as appropriate.
10. If Supplier suspends or withdraws access to the Services under paragraph 9 above, the Buyer shall not be entitled to any refund of any Fees paid in advance.

The provisions in paragraphs 11-13 below shall apply in addition to clause 18 of the Terms and Conditions.

11. The Buyer acknowledges that, subject to the provisions of the DPA or GDPR as appropriate, Supplier may use any Personal Data provided by the Buyer and disclose such Personal Data to third parties including without limitation banks and account holders where Supplier, acting reasonably, believe that such disclosure will assist with the prevention or detection of fraud or other crime.
12. Supplier may retain records of Checks made by the Buyer for a period of 12 months for audit and monitoring purposes, which may include Personal Data relating to the Buyer's staff and customers.
13. Supplier shall make such management information available to the Buyer in relation to the use of the Services as is specified from time to time by Supplier, and may make a charge for the provision of such information.

VERIFICATION CHECKS – limitations of use

Verification Checks may only be performed by the Buyer in order to:

- (i) verify bank account ownership; and/or
- (ii) reduce fraud risk and/or reduce error within electronic payments either to or from a bank account;

each in accordance with the agreed scope of use contained in this This Call-Off Contract, and this shall be supplemental to the definition of "Permitted Purpose" contained within the Terms and Conditions.

Under no circumstances may Verification Checks be performed solely to authenticate an individual's identity and this is therefore expressly excluded from the Permitted Purpose.

THE BUYER'S ATTENTION IS DRAWN TO THIS SECTION 'LIMITATIONS OF USE'

EMAIL RISK SCORING SPECIFIC TERMS

- 1 Without prejudice to Clause 18.3 of the Terms and Conditions, the Buyer acknowledges that, in relation to the Email Risk Scoring services, the Agreement Purposes include the provision by Supplier to any third party providing these services of all Buyer Data in order to (i) provide the services, (ii) support the services, and (iii) for the purpose of fraud prevention.
- 2 When using the Email Risk Scoring service, the Buyer shall submit via CrossCore the email address (for risk scoring), IP address and a unique identifier. Where the Buyer is using multiple services on CrossCore the Buyer shall ensure that it submits a separate request for the Email Risk Scoring service, containing only the information detailed in this Paragraph 2.

TERMS RELATING TO INSIGHTS

1. For the purposes of these terms, "Tableau" means a third party supplier to Supplier called Tableau International, UC.
2. The Buyer is hereby licenced to use the Insights solution to generate and download visualisations using the Tableau software.
3. The Buyer acknowledges that the Tableau software is licensed to Supplier by Tableau and in accordance with Supplier's contractual obligations under its Tableau licence, all end users are obliged to comply with Tableau's End User terms. The Buyer therefore acknowledges and agrees that in taking any Services which utilise the Tableau software, the terms of the "Tableau International, UC – End User Agreement" set out in Appendix 3 to this Call-Off Contract ("End User Agreement") will apply.
4. The Buyer agrees that with respect to the Buyer's use of the Tableau software, the warranty provided by Tableau, as set out in the End User Agreement, shall apply.
5. The Buyer acknowledges that its use of Tableau is governed by this Call-Off Contract between Supplier and Buyer and Tableau shall not have any liability to the Buyer arising in connection with this Call-Off Contract.
6. The Buyer acknowledges that the End User Agreement has been imposed on the Buyer by Tableau and Supplier has no authority or ability to agree to any amendments.
7. The Buyer acknowledges and agrees that the Buyer is licensed to use Insights (including the Tableau software) for the following number of Authorised Users: **[PLEASE ADD NUMBER OF AUTHORISED USERS]**. The Buyer shall not exceed the

number of Authorised Users for the Tableau software as set out under this Call-Off Contract. In the event of the Buyer exceeding the number of Authorised Users, the Buyer would be liable for any additional licence fees to be applied and for any other losses incurred as a result of such breach.

8. The Buyer will indemnify and hold Supplier and its third party harmless for all liabilities, costs, expenses, damages and losses resulting from the Buyer's failure to comply with any terms of the End User Agreement. The limits and exclusions of liability in Clause 9 of the Terms and Conditions shall not apply to this indemnity.

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 (*Royal Mail NCOA® Alert Data – End User Agreement*) shall apply.

GENERAL BUSINESS INFORMATION SERVICES

1. The Buyer acknowledges that certain Supplier Data may contain data licensed to Supplier by third parties. Supplier is contractually restricted from sub-licensing the whole or substantially the whole of certain third party databases in one single selection of records or in several selections to a single sub-licensee in any 12 month period either alone or together with its affiliates. Supplier reserves the right (without incurring any liability to the Buyer) to withhold performance of the Services and/or the provision of any data to the Buyer to the extent that Supplier reasonably considers this to be necessary in order to comply with this restriction and/or any other obligation of Supplier to any licensor of data.
2. The Supplier Data may contain a number of seed records, which can be tracked in order to monitor the usage and to ensure that the Supplier Data is used in accordance with this Call-Off Contract.
3. The Buyer cannot under any circumstances use any Supplier Data to compile its own Business Database or to verify any other Business Database. For the purposes of this Call-Off Contract, "Business Database" means any general database of business names, telephone numbers, addresses and other related information, other than its own customer database. Where Supplier provides any Business Information, the following Permitted Purposes shall apply:
 - a. for customer management, the Buyer shall be permitted to use the Supplier Data for its own internal business purposes within the Territory related to its customer management to gain knowledge about its customer base.
 - b. for direct marketing, the Buyer shall be permitted to use that Supplier Data within the Territory for direct marketing to its customers and/or prospective customers.
 - c. for credit risk assessment, then the Buyer shall be permitted to use that Supplier Data within the Territory to assess credit worthiness.
 - d. for commercial collections, the Buyer shall be permitted to use that Supplier Data within the Territory for its own commercial collections purposes in accordance with any terms relating to any Service provided to assist in commercial collections.
4. If the Buyer has pre-paid for any use of the Services then charges will not be refunded (or credited) if any pre-paid units are not used within the agreed time period, or (if no time period has been agreed) any reasonable time period specified by Supplier.
5. The Buyer acknowledges that Supplier may cease to provide Business Information Services via any particular platform during the Term and agrees to Business Information Services being supplied via a replacement platform with comparable functionality. Where Supplier intends to migrate Business Information Services to the replacement platform, Supplier shall provide not less than 30 days' prior written notice and the Buyer shall provide such co-operation as Supplier reasonably requires to complete the migration.
6. The Buyer acknowledges that the Supplier Data may contain data licensed to Supplier by third parties. Certain of those third parties require Supplier to identify them as a source of data, as set out at www.experian.co.uk/attributionstatements.

BUSINESS INFORMATION SERVICES TERMS RELATING TO PERSONAL DATA

If the Buyer is located outside the EEA, the Buyer agrees that any requirement for Supplier to transfer Personal Data (as defined by Data Protection Legislation) outside the EEA under this Call-Off Contract is subject to the transfer being compliant with Data Protection Legislation and the Buyer shall take such steps as are necessary in the circumstances to achieve this compliance.

BUSINESS INFORMATION SERVICES TERMS RELATING TO ORDERS FOR MANUAL REPORTS

The Buyer acknowledges that requests for manual reports will be processed outside the EEA and therefore agrees to notify the business in respect of whom a manual report is being requested, that their data may be processed outside the EEA for this

purpose. No request for a manual report will be requested by the Buyer unless this notification has been carried out.

TERMS RELATING TO BUSINESS MONITORING ALERTS & DECISIONIQ

The Buyer agrees that it is solely responsible for setting up the Business Monitoring, Alerts Monitored Sets and DecisionIQ Service on the Buyer's system, including selecting rules, picking options, setting thresholds and otherwise managing the alerts and decisioning services.

BUSINESS INFORMATION SERVICES UAT ACCESS

If the parties have agreed that the Buyer will have access to Supplier Data in a test environment, such access shall be subject to any volume restrictions notified to the Buyer by Supplier, limited to a maximum duration of 3 months (unless otherwise agreed in writing by the parties) and any Supplier Data provided to the Buyer during such period shall:

1. be used by the Buyer solely for the purpose of testing the Services (and for the avoidance of doubt, not used for any live decisioning); and
2. be deleted by the Buyer at the end of the testing period.

TERMS RELATING TO USE OF KYB API SERVICE

1. The Buyer shall use the KYB API Service including any VAT Registration Numbers received as part of the KYB API Service solely for the purpose of carrying out know-your-customer checks for anti-money laundering or fraud prevention purposes.
2. Without prejudice to any other term of this Call-Off Contract, the Buyer agrees that any VAT Registration Numbers supplied by Supplier as part of the KYB API Service will not be disclosed to any other parties.

TERMS RELATING TO DELPHI BOOST SERVICES (DELPHI FOR NEW BUSINESS) - FOR FULL CAIS MEMBERS

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 Delphi Boost 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 Delphi Boost 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 Delphi Boost 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 clients 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 clients.</p>

APPROVED DATA PROCESSING SUBCONTRACTORS

The Buyer approves the sub-processing of Buyer Data by the sub-processors specified in Appendix 5 (*Approved Data Processing Subcontractors*).

TRANSUNION SPECIAL TERMS FOR POWERCURVE CUSTOMER ACQUISITION

<p>The Buyer acknowledges that they are responsible for contracting directly with TransUnion for the data services they wish to enable within PowerCurve Customer Acquisition, subject to those data services being available within PowerCurve Customer Acquisition.</p>

<p>The Buyer acknowledges that only once they have contracted with TransUnion for the data services they wish to consume, Supplier can then activate the data integration.</p>
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<p>The Buyer acknowledges that they will have to provide Supplier with their Buyer specific credentials for the TransUnion data services they wish to activate so that Supplier can enable the integration between PowerCurve Customer Acquisition and TransUnion.</p>
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AFFORDABILITY PASSPORT SERVICE TERMS

<p>Where the Buyer is receiving the Affordability Passport Service the terms in Appendix 4 (Affordability Passport Service terms) shall apply.</p>
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Appendix 1 - Royal Mail NCOA® Alert Data – End User Agreement

The Royal Mail has stipulated that the following terms and conditions 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 by Royal Mail and the Supplier has no authority or ability to agree any amendments.

In this End User Agreement, references to “the End User” are references to the Buyer, references to “the Licensee” are references to the Supplier, references to “this Call-Off Contract” are to this End User Agreement and/or to the use of Royal Mail NCOA® Alert Data within the Services (as the context requires) and the following terms have the following meanings:

- Definitions:

"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 Property Rights"	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 sametime.
- 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.

APPENDIX 2 - USE OF INTERNATIONAL CONSUMER CREDIT DATABASES

The following terms and conditions shall apply to a Buyer of the Supplier who is licensed to and who elects to use the International Consumer Credit Databases. These terms and conditions have been imposed by the respective international consumer credit databases and the Supplier has no authority or ability to agree to any amendments.

Use of USA Consumer Credit Databases

1. The Buyer warrants that without limiting Clause 5.1, it will comply with all United States federal, state and local statutes, regulations, and rules applicable from time to time to the use of relevant Services.
2. The Buyer acknowledges that the USA federal Gramm-Leach-Bliley Act, 15 U.S.C.A. Section 6801 et. seq. (2000), ("GLB Act") was enacted to protect the use and disclosure of non-public personal information, including, in certain instances, the use of identifying information, and that the GLB Act provides limited exceptions at all times under which such information may be used. The Buyer warrants that it shall during the Term of the Call-Off Contract, qualify for an exception under the GLB Act.
3. The Buyer warrants that it will use relevant Services only for the purpose of protecting or preventing actual or potential fraud, unauthorized transactions, claims or other liability, in accordance at all times with the GLB Act.
4. Prior to being entitled to use or access the relevant Services, the Buyer shall provide to the Supplier a completed Compliance Form which will be sent to the Buyer once a request for access to the relevant Services has been made and is available from the Supplier on request. The Supplier will assess the completed form and reserves the right (without incurring any liability to the Buyer) to refuse the Buyer access to the relevant Services if in the Supplier's opinion, the Buyer's use of the relevant Services does not comply with this Call-Off Contract, with any applicable laws, or any policy of its data suppliers.
5. The Buyer warrants that, by accessing the relevant Services, the Buyer agrees to follow the Access Security Requirements which is available from the Supplier on request.

Use of German Consumer Credit Databases

6. If the Buyer wishes to use services that derive data from the consumer credit databases held and maintained by Schufa Holding AG ("Schufa Service") as part of the Services, the Buyer shall comply with the terms and conditions set out in this paragraph and the Buyer warrants that:
 - 6.1 without limiting Clause 5.1, it will comply with the German Federal Data Protection Act;
 - 6.2 it will at all times have a valid and subsisting Schufa end user agreement in place for use of the Schufa Service governing the use of the German Buyer Credit Databases ("Schufa End User Agreement");
 - 6.3 it will only use the Schufa Service in accordance with the purpose specified in the Schufa End User Agreement;
 - 6.4 it will at all times gather consent from the consumer and have in place the necessary consent clause as prescribed in the Schufa End User Agreement.

7. The Supplier shall comply with German Federal Data Protection Act and in particular, Section 11 of the German Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG).
8. The Supplier warrants that it has an agreement with Schufa as a Technical Processing Partner in accordance with the German Federal Data Protection Act.

Use of Canadian Consumer Credit Databases

9. The Buyer warrants that without limiting Clause 5.1 it will comply with all Canadian federal and provincial laws applicable from time to time to the use of relevant Services.
10. Prior to being entitled to use or access the relevant Services, the Buyer shall provide any relevant Buyer information as requested by the Supplier. The Buyer warrants that it shall give the Supplier prompt notification of any change that occurs from time to time in the information originally provided.
11. The Buyer warrants that it will consent to the Supplier and the data provider of the relevant Services sharing any information about the Buyer's use of the relevant Services, even if that information is otherwise protected under a written agreement between the Buyer and the Supplier.
12. The Buyer agrees that, without limiting Clause 4.1, it will take reasonable steps to confirm an individual's identity using another method before proceeding with a transaction with them if a Search from the relevant Services is unable to verify the individual's identity for any reason, or returns a fraud alert, flag or other warning in response to a Search.
13. The Buyer agrees that, without limiting Clause 5.2, it will allow the Supplier to conduct an audit to confirm the Buyer's compliance with these Terms and Conditions: i) in person, but no more than once in any year unless the Buyer is in breach of the Terms and Conditions; and ii) by telephone or in writing at any time.
14. The terms of this Call-Off Contract may be changed by the Supplier from time to time to comply with applicable law. The Buyer agrees to accept and comply with any such changes as a condition of its continued use of the Canadian Consumer Credit Databases.

Use of Swedish Consumer Credit Databases

1. The Buyer warrants that it will (i) use data in accordance with Swedish data protection legislation (Personuppgiftslagen (1998:204)) and (ii) adhere to Swedish internal integrity legislation.

Appendix 3 - Tableau International, UC – End User Agreement

Tableau has stipulated that the following terms and conditions (the “End User Agreement”) shall apply to a client of Supplier who is licensed to receive Tableau Software. These terms and conditions have been imposed and Supplier has no authority or ability to agree to any amendments.

1. Definitions

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

“Authorised User”	means each employee or contractor of the End User that is properly authorised by the End User, via the License Keys, to install and/or use the functionality of the Licensed Software for any purpose regardless of whether those individuals are actively using the programs at any given time;
“Contractor”	means those independent third parties who perform services for the End User related to this End User Agreement;
“Core”	means the processor or execution core contained in the same integrated circuit within a computer’s central processing unit, whether such Cores are virtual or physical;
“Distributor Order Form”	means the Distributor order form, invoice or other order documentation pursuant to which the End User purchases a license to use the Distributor Product (which includes, by definition, the Licensed Software), in this case the “This Call-Off Contract”;
“Distributor Product”	means the specific products of the Distributor set out in the Distributor Order Form;
“License Key”	means the license key required to access the Licensed Software;
“Licensed Software”	means the Tableau software product(s) licensed under this Call-Off Contract;
“User Documentation”	means any user manuals or other technical specification documentation generally made available by Tableau to its customers with regard to the Licensed Software.

2. Limited License.

Subject to the terms and conditions of this End User Agreement and all restrictions in the applicable This Call-Off Contract, the Distributor grants to the End User a non-transferable, non-sublicensable, non-exclusive license, during the term specified in the Distributor Order Form, to use the Licensed Software in object code form solely as part of the Distributor Product, in accordance with the applicable User Documentation and solely for the Permitted Purpose. Each Authorised User must be uniquely identified as users of the Licensed Software. Licenses granted on an Authorised User basis may be reassigned between uniquely identified individuals over time, but may not be reassigned so frequently as to enable the sharing of a single license between multiple Authorised Users. End Users may allow its Contractors to use the Licensed Software in accordance with this End User Agreement, provided that the End User shall remain liable for all acts and omissions of its Contractors as if their breach were your own.

3. License Scope and Restrictions

3.1 Licensed Software.

In order to use the Licensed Software, the End User must activate and/or register its copy with a License Key.

3.2 User-Based Server License (“Server Software”):

The Authorised Users enabled to use such Server Software across all Production Environments must not exceed the number of licenses purchased on the Distributor Order Form. “User-Based” Server Software licenses may also be referred to in Tableau’s documentation as “Web Client” Server Licenses or “Interactor” Server Licenses.

3.3 Production Environments.

As it relates to the Server Software, the End User's use of the Licensed Software for the purpose of creating, sharing, viewing and/or revising visualisations is considered use within a "**Production Environment**" and the End User is entitled to one (1) Production Environment for each Server Software license the End User purchases under this Call-Off Contract. The End User's use of the Server Software in a Production Environment allows for a single Production Environment regardless of the fact that single Production Environment may consume all the Cores identified on the End User's invoice or at the time of purchase.

3.4 Archive Copies.

The End User is entitled to make a reasonable number of copies of the Licensed Software for archival purposes.

3.5 License Restrictions.

Unless otherwise agreed in writing by Tableau, the End User shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Licensed Software or Third-Party Code (as defined further herein) or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Licensed Software or Third-Party Code by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, or as permitted by an applicable Open Source Software license); (b) distribute, sell, sublicense, rent, lease or use the Licensed Software or Third-Party Code for time sharing, hosting, service provider or like purposes; (c) remove any product identification, proprietary, copyright, trademark, service mark, or other notices contained in the Licensed Software or Third-Party Code; (d) modify any part of the Licensed Software or Third-Party Code, create a derivative work of any part of the Licensed Software or Third-Party Code, or incorporate the Licensed Software or Third-Party Code into or with other software, except to the extent expressly authorised in writing by Tableau; (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Licensed Software; (f) utilise any equipment, device, software, or other means designed to circumvent or remove any form of License Key or copy protection used by Tableau in connection with the Licensed Software, or use the Licensed Software together with any authorisation code, License Key, serial number, or other copy protection device not supplied by the Distributor (or Tableau); (g) use the Licensed Software to develop a product which is competitive with any Licensed Software offerings; (h) use unauthorised License Keys or keycode(s) or distribute or publish keycode(s) except as may be expressly permitted by Tableau in writing; (i) as applicable to a User-Based Server, enable access to the Licensed Software for a greater number of Authorised Users than the sum quantity of licenses purchased on the applicable Distributor Order Form(s); or (j) as applicable to a User-Based Server reassign license rights between Authorised Users so frequently as to enable a single license to be shared between Authorised Users.

4. Ownership. Notwithstanding anything to the contrary, except for the limited license rights expressly provided to the End User, Tableau and its licensors have and will retain all rights, title and interest (including without limitation all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Licensed Software, Third-Party Code and all copies, modifications and derivative works thereof (including any changes which incorporate any of the End User's ideas, feedback or suggestions). The End User acknowledges that it is obtaining only a limited license right to the Licensed Software and Third-Party Code and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to the End User under the End User Agreement or otherwise.

5. Confidentiality. The End User acknowledges that, it may obtain information relating to the Licensed Software or Tableau, including, but not limited to, code, technology, know-how, ideas, algorithms, testing procedures, structure, interfaces, specifications, documentation, bugs, problem reports, analysis and performance information, and other technical, business, product, and data ("**Tableau Confidential Information**"). The End User shall not disclose Tableau Confidential Information to any third party or use Tableau Confidential Information for any purpose other than the use of the Licensed Software as licensed under the End User Agreement.

6. Warranty Disclaimer. EXCEPT FOR ANY WARRANTY THAT MAY BE OFFERED BY THE DISTRIBUTOR, THE LICENSED SOFTWARE, INCLUDING WITHOUT LIMITATION THE THIRD-PARTY CODE, IS PROVIDED "AS IS" AND TABLEAU MAKES NO WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE LICENSED SOFTWARE AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Damages and Remedies

IN NO EVENT SHALL TABLEAU BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE LICENSED SOFTWARE. NOTWITHSTANDING ANYTHING IN THE END USER AGREEMENT TO THE CONTRARY, THE TOTAL LIABILITY OF TABLEAU TO THE END USER, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE FEES PAID BY THE END USER UNDER THE DISTRIBUTOR FORM WITH RESPECT TO THE LICENSED SOFTWARE. TABLEAU SHALL NOT BE LIABLE FOR LOSS OR INACCURACY OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, SYSTEM DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, REGARDLESS OF LEGAL THEORY, EVEN IF TABLEAU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PARTIES AGREE THAT THE LIMITATIONS OF THIS SECTION ARE ESSENTIAL AND THAT TABLEAU WOULD NOT PERMIT THE END USER TO USE THE LICENSED SOFTWARE ABSENT THE TERMS OF THIS SECTION. THIS SECTION SHALL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THE END USER AGREEMENT SHALL BE FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8. Export Compliance. The End User acknowledges that the Licensed Software is subject to United States export control and economic sanctions laws, regulations and requirements and to import laws, regulations and requirements of certain foreign governments. The End User shall not, and shall not allow any third party to, export from the United States or allow the re-export or re-transfer of any part of the Licensed Software: (i) to any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. Government; (ii) to any person or entity on any of the U.S. Government's Lists of Parties of Concern (<http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>); (iii) to any known end-user or for any known end-use related to the proliferation of nuclear, chemical or biological weapons or missiles, without first obtaining any export license or other approval that may be required by any U.S. Government agency having jurisdiction with respect to the transaction; or (iv) otherwise in violation of any export or import laws, regulations or requirements of any United States or foreign agency or authority.

9. Government End-Users. The Licensed Software is commercial computer software. If the user or licensee of the Licensed Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Licensed Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Licensed Software was developed fully at private expense. All other use is prohibited.

10. Third-Party Code. The Licensed Software may contain or be provided with components which are licensed from third parties ("Third Party Code"), including components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). Open Source Software may be identified in the Documentation, or in a list of the Open Source Software provided to the End User upon the End User's written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Call-Off Contract with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

11. Termination and Survival. This End User Agreement shall be immediately terminated in the event of a material breach thereof by the End User. Upon any such termination (or expiration of the license term of the End User Agreement), the End User must immediately cease use of the Licensed Software and remove the Licensed Software from its systems. The terms set forth in the sections entitled License Restrictions, Ownership, Confidentiality, Warranty Disclaimer, Limitation of Damages and Remedies shall survive any termination of the End User Agreement.

Appendix 4 - Affordability Passport Service terms

Affordability Passport Service terms

DEFINITIONS

For the purposes of these Special Terms and Conditions (where applicable):

“Account Information” means information on one or more accounts held in the name of a Customer which is used for the execution of payment transactions;

“AISP” has the meaning set out in the PSRs

“ASPSP” means a payment service provider providing and maintain a payment account for a Customer;

“CAIS Member” means a provider which has signed an agreement with Supplier to participate in Supplier’s credit account information sharing scheme or an agreement with another credit reference agency in the United Kingdom to participate in a credit account information sharing scheme governed by the Standing Committee on Reciprocity;

“Categorised Data” means the output of the Categorisation Service (CaaS);

“Buyer Website” means the platforms operated by the Buyer under specific URL

“Customer” means the Buyer’s customer in relation to whom the Buyer has requested Supplier to access bank or building society account information;

“Customer Data” means all information or data relating to any Customer, which the Buyer provides to Supplier to enable Supplier to provide the Services;

“Customer Personal Information” means the Title, Name, Address, DOB for a Customer (or both Customers for a joint enquiry);

“Estate Agent” means the entity to who a consumer has applied for a rental property.

“Insolvency Practitioner” means an insolvency practitioner authorised by the Insolvency Practitioners Association, the Law Society or the Institute of Chartered Accountants in England and Wales to carry out debt advice;

“Provider” means an insurer or mortgage lender, as applicable, which is a CAIS member to whom a Customer makes an application for an insurance product or mortgage, as applicable, via the Buyer;

“PSRs” means the Payment Services Regulations 2017; and

“Transaction” means each time a search is performed against a customer record;

“Website User” means any user of the Buyer Website.

CAIS DATA

The use by the Buyer of any of the Services which is dependent upon data derived from Supplier’s “Credit Account Information Sharing” Scheme (“CAIS”) is conditional upon there being in force between Supplier and the Buyer an agreement in respect of CAIS, and the Buyer complying with the “Principles of Reciprocity”. The Buyer agrees that it will use the Services in compliance with its entitlement under CAIS from time to time. If at any time these conditions are not satisfied Supplier shall be entitled (without prejudice to any other rights or remedies of Supplier) to discontinue the provision of the relevant Services, and/or to modify the Services accordingly.

TERMS RELATING TO AFFORDABILITY PASSPORT

- The Buyer acknowledges that Supplier is not able to guarantee that it will be able to retrieve bank statement data, as it is reliant on third party data sources making such data available to it.
- The Buyer acknowledges that 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).
- Supplier shall be entitled to make changes to the Affordability Passport product from time to time, or provide a replacement service, provided such changes or replacement service provide equivalent functionality.
- The Buyer shall not process any Supplier Data (including the Summary Credit Reference Data, where provided) outside the United Kingdom.
- The Buyer shall not make any changes to the format of the Affordability Passport (including the Summary Credit Reference

Data, where provided), including by merging any data comprised within the Affordability Passport with any third party data, without the prior consent of Supplier.

- As soon as the Summary Credit Reference Data, where provided, or Affordability Passport is no longer required for the Buyer Permitted Purpose, the Buyer shall securely and permanently destroy the Categorised Data.

BUYER FIRST LINE SUPPORT OBLIGATIONS

Customer Queries

In relation to any queries from Customers relating to the Services, the Buyer shall:

- Be the initial contact point for the Customer for queries relating to the Services
- Prior to dealing with any query, ensure that it has carried out an appropriate identify verification check on the Customer
- Answer queries in accordance with any materials provided to the Buyer by Supplier
- Ensure that sufficient information is collated during the first point of contact to enable the query to be identified when forwarded
- Where queries cannot be resolved by the Buyer using the materials provided by Supplier, the Buyer shall transfer the Customer to Supplier, via the mechanisms specified by Supplier for onward management of the query

Customer Complaints

In relation to any complaints from Customers relating to the Services, the Buyer shall:

-

- Act as an initial contact point for the Customers
- Where complaints are made which relate to the Buyer's business or services rather than Supplier, handle these in accordance with the Buyer's relevant processes.
- Identify where a Customer is making a complaint about Supplier or the service provided to the Customer by Supplier
- Forward complaints relating to the Supplier service to Supplier via the mechanisms specified by Supplier. Complaints must be forwarded within 24 hours of the complaint being received by the Buyer.
- If complaints are forwarded from Supplier to the Buyer deal with these in accordance with all relevant regulatory requirements.
- Provide Supplier with contact details on where to forward any complaints received by Supplier which are identified by Supplier as relating to the Buyer's business or services. The Buyer shall notify Supplier promptly of any changes to such contact details.

Technical Issues

- The Buyer shall ensure that where it receives any queries from a Customer related to a technical issue, it has reviewed the query internally before passing to Supplier to ensure that issue does not relate to Buyer's services or technology.

SUPPLIER PRODUCT & SERVICE SUPPORT

Buyer Queries

In relation to any queries from Buyers relating to the Services, Supplier shall provide support in accordance with the latest version of Supplier Standard Services Terms available at <https://www.experian.co.uk/legal-information/terms-and-conditions> and:

- Provide a contact point for the Buyer for queries relating to the Services
- Record all service related queries in its support management tool
- When a service outage has occurred, Supplier will inform the Buyer on the expected resolution time, based on the severity and impact of the issue, and keep the Buyer informed of progress

- Depending on the nature of the service issue, Supplier may inform its regulator in line with its regulatory obligations of being an authorised Account Information Services Provider

Customer Complaints

In relation to any complaints from Customers or Buyers ('Complainant'), relating to the Services, Supplier shall:

- Record the nature of the complaint received
- Acknowledge all formal complaints within 2 working day. An appropriate individual will investigate the complaint and provide the Complainant with a full response within 15 calendar days. If at any point Supplier is unable to respond within 15 calendar days, Supplier will notify the Complainant and issue a final response by 35th calendar day
- Where the Complainant is not satisfied with the response, Supplier will refer the Complainant to the appropriate regulatory body in line with its regulatory obligations
- Depending on the nature of the complaint, Supplier may inform the appropriate regulatory body in line with its regulatory obligations

TERMS RELATING TO CATEGORISATION SERVICES (CAAS)

- Supplier's data categorisation services may include the use of machine learning and automated intelligence statistical techniques ("AI Techniques"). By their very nature, AI Techniques acquire additional knowledge each time they analyse data. By allowing the use of its data in this Service the Buyer agrees to allow Supplier and its Group Companies to use the AI Techniques to acquire additional knowledge in order to (1) train the system prior to and during the provision of a live service; and (2) to inform its machine learning algorithms. This knowledge may be used to support the future development of products, but Supplier will not use the Buyer Data in the provision of these products to other clients.
- Supplier may retain an anonymised subset of the Buyer Data for use by Supplier and its Group Companies as a training dataset. This will not be shared outside of Supplier and its Group Companies and will only be used to refine Supplier's categorisation algorithms.
- The Buyer acknowledges that Supplier retains all Intellectual Property rights derived, prepared or generated pursuant to the analysis of the Account Information.
- The Categorised Data shall not be used by the Buyer 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 Categorised Data or permit or induce the foregoing.

INSURANCE

Supplier warrants that it shall maintain for the duration of this Call-Off Contract such professional indemnity insurance as is required under the PSRs, and at the request of the Buyer shall provide a copy of a broker's letter evidencing that such policy is in place.

CUSTOMER CONSENT FOR AFFORDABILITY PASSPORT

As Supplier is the AISP it shall:

- explain in writing to the Customer:
 - which accounts it will access and with which ASPSPs;
 - What information it needs from the Customer in order to access the Account Information;
 - Who will access the Account Information;
 - Who the Account Information will be shared with; and

v. Such other information as may be required under the PSRs.

2. obtain consent from the Customer to access the Account Information, based on the disclosures in paragraph 1 above;
3. retain evidence of that consent for a period of at least six years after the date on which Supplier passes the Account Information to the Buyer;
4. provide evidence of the consent to the Buyer on request; and
5. promptly inform the Buyer if either of the following occurs which impacts the provision of the Services:
 - i. a Customer withdraws her/his consent; or
 - ii. an ASPSP denies access to Account Information.

PSR COMPLIANCE

In providing and using the Services, each party will comply (and ensure that each sub-contractor it uses complies) with the requirements of the PSRs. In providing the Services Supplier shall:

- where it (or any of its sub-contractors) have access to the Customer's personalised security credentials, ensure that the Customer's personalised security credentials are not accessible to any third parties, apart from the issuer of those credentials, and that they are transmitted through safe and efficient channels;
- identify itself to the ASPSP and communicate securely with the ASPSP and the Customer in accordance with the relevant regulatory technical standards which are applicable at the time of access;
- not access any Account Information other than the Account Information agreed to by the Customer in accordance with the section above entitled "Customer Consent";
- not request any sensitive payment data linked to the accounts that are accessed;
- not use, access or store any Account Information for any purpose except for the provision of the Services

Where the Customer has consented to Supplier accessing non-payment account information, Supplier will comply with the obligations set out above as if that account were a payment account.

SECURITY REQUIREMENTS

1. Supplier will hold (and ensure that each sub-contractor holds) (a) all Customer credentials and (b) all Account Information obtained, securely and in accordance with all relevant legal and regulatory requirements. Once Supplier has provided Account Information and any Categorised Data to the Buyer, the Buyer shall hold such information securely and in accordance with all relevant legal and regulatory requirements.
2. Supplier will have in place a framework with appropriate mitigation measures and control mechanisms to manage the operational and security risks relating to the Services, and will maintain effective incident management procedures, including for the detection and classification of major operational and security incidents.
3. Supplier will carry out, on an annual basis, an updated and comprehensive assessment of its operational and security risks and relating to the adequacy of the mitigation measures and control mechanisms implemented in response to those risks.

REPORTING OBLIGATIONS

Each party will inform the other, without undue delay, in the event of any of the following:

- it receives a complaint relating to the Services from any Customer;
- it notifies the FCA (or any other regulator) of any major operational or security incident relating to the Services. It will also inform the other party whether it has notified the affected Customers;
- it becomes the subject of a regulatory investigation relating to the Services, including following an allegation that either party has breached the terms of its agreement with the Customer or otherwise misused, lost or failed to secure Account Information;

- it receives any fine from a regulator in relation to the Services;
- it loses its permission to provide or use the Services.

The Buyer may also request annual reports on the number of complaints received from Customers in relation to the Services.

REGULATORY ASSISTANCE

1. Each party shall provide the other with such reasonable assistance and information as the other party may require in order to respond to any question from a regulator relating to the Services or any question or complaint from a Customer within such timescales as are required for the parties to comply with their legal and regulatory obligations.

Where the Supplier is acting as the AISP, the Buyer shall:

2. Where Supplier is acting as the AISP, the Buyer shall:
 - 1.1. Provide Supplier with a copy of its complaints policy and procedure for review by Supplier on request; and
 - 1.2. Ensure that up to 4 of its call centre staff attend a training session with Supplier prior to the Live Date to receive training on handling queries and complaints from Customers in relation to the Service. Such staff shall then train all of the Buyer's call centre staff on the procedures for handling queries and complaints.

TERMINATION

Either party may terminate the Affordability Passport Services under this Call-Off Contract with immediate effect if at any time Supplier does not have permission to provide services as an AISP.

TERMS RELATING TO BANK ACCOUNT VERIFICATION SERVICE

Any information provided to the Buyer by Supplier relating to the outcome of Supplier's bank account verification checks are to be used by the Buyer solely in conjunction with the Affordability Passport product and are not licensed to the Buyer for wider usage.

PROOF OF CONCEPT TERMS

If the Services are provided as part of a proof of concept, the Buyer shall provide updates on a monthly basis on:

- the levels of consumer appetite to share bank account transaction data;
- details of the messaging used by the Buyer to drive consumers to use the Open Banking services;
- Number of consumers consenting to share data;
- Drop out rates;
- Accuracy of Categorised Data compared to manual review of statement data; and
- Cost saving and efficiencies achieved by the Buyer as a result of using the Services.

CUSTOMER DATA

- The Buyer shall be the data controller in respect of all Customer Data. The Buyer shall ensure that, if and to the extent that it passes Personal Data comprised in the Customer Data to Supplier, it complies with Data Protection Legislation.
- The Buyer shall promptly notify Supplier if any Customer requests for their data to stop being processed and/or deleted and/or withdraws their consent given to use that Customer Data.

Appendix 5 – Approved Data Processing Subcontractors

In accordance with the Terms and Conditions, the Buyer confirms its agreement to the following sub-processors of Buyer Data:

Subprocessor Corporate Name
Amazon Web Services EMEA SARL
Subprocessor Registered Offices
38 Avenue John F. Kennedy, L-1855, Luxembourg
Country within which the subprocessing will take place
United Kingdom
Purposes for which the Subprocessor will process the Data Controller's data
The Data Controller's data will reside on infrastructure located at the subprocessor's premises
Processing Activities
Infrastructure hosting
Categories of Data Subjects
The Buyer's customers - consumer credit applications.
Categories of Personal Data
Application data directly from the consumer. Behavioural payment performance data from the Buyer and the data services accessed via PCO Standard.
Special Categories of Personal Data
None

Subprocessor Corporate Name
Experian Bulgaria EAD
Subprocessor Registered Offices
Space Tower, 86 Tsarigradsko Shosse, Sofia, Bulgaria
Country within which the subprocessing will take place
Bulgaria
Purposes for which the Subprocessor will process the Data Controller's data
The Data Controller's data may be viewed during the course of application development and testing and the investigation of live defects
Processing Activities
Diagnostic support services.

Categories of Data Subjects
The Buyer's customers - Consumer credit applications.
Categories of Personal Data
Application data directly from the consumer. Behavioural payment performance data from the Buyer and the data services accessed via PCO Standard
Special Categories of Personal Data
None

Subprocessor Corporate Name and registered office
UST Global Private Limited, 2 nd Floor, 7 Seymour Street, Marylebone, London W1H 7JW, United Kingdom
Subprocessor Premises where Processing will occur
<ul style="list-style-type: none"> i. UST Global Campus, Technopark Phase 2, Electronics Technology Parks SEZ II, Attipra, Kulathoor, Thiruvananthapuram, Kerala – 695583 India ii. 4th Floor, Carnival Phase 2 Infopark Campus, Kakkanad Kochi – 682030 India iii. Unit Number 06-01, Block Number 2, 6th Floor, CYBER PEARL, HITECH CITY, Hyderabad Telangana State – 500081 India
Purposes for which the Subprocessor will process the Data Controller's data
The Data Controller's data may be viewed during the course of application development and testing.
Processing Activities
See above.
Categories of Data Subjects
Existing and potential Buyer customers who have applied for xxxxxxxx
Categories of Personal Data
Name, Address, Date of Birth, Financial Information
Special Categories of Personal Data
N/A
Subprocessor's representative responsible for data privacy (e.g. Data Protection Officer) contact details
Data Privacy Officer: sreenivas.ravindran@ust.com

Subprocessor Corporate Name and registered office	
Infosys Limited, 14 th Floor, Canary Wharf, 10 Upper Bank Street, London E14 5NP, United Kingdom	
Subprocessor Premises where Processing will occur	
i.	Plot No. IT-A-001-A-1 Mahindra World City SEZ Village Kalwara Tehsil Sanganer Dist. Jaipur – 302 037 Rajasthan India
ii.	Plot No. 24 / 2 Rajiv Gandhi Infotech Park Phase II, Village Maan Taluka Mulshi, Pune 411 057 India
iii.	Survey No. 210, Manikonda Village, Lingampally, Rangareddy (Dist.), Hyderabad 500 032 India
Purposes for which the Subprocessor will process the Data Controller's data	
The Data Controller's data may be viewed during the course of application development and testing.	
Processing Activities	
See above.	
Categories of Data Subjects	
Existing and potential Buyer customers who have applied for xxxxxxxx	
Categories of Personal Data	
Name, Address, Date of Birth, Financial Information.	
Special Categories of Personal Data	
N/A	
Subprocessor's representative responsible for data privacy (e.g. Data Protection Officer) contact details	
Data Protection Officer: DPO@infosys.com	

SUPPLIER TERMS AND CONDITIONS PART B

SUPPLIER TERMS AND CONDITIONS VERSION 5.0 ("TERMS AND CONDITIONS") ADOPTED: 07/2023

SECTION A: CORE TERMS

These Core Terms shall always apply.

1. PRIMARY OBLIGATIONS AND WARRANTIES

1.1 Supplier shall:

- 1.1.1 provide the Services in the Territory in accordance with the Specification;
- 1.1.2 use all reasonable care and skill in the performance of the Services (including in the collection and collation of any data on which the Services are based or which is comprised within the Services); and
- 1.1.3 use suitably qualified personnel in the provision of the Services.

1.2 The Buyer shall provide Supplier with any information or assistance which the parties have agreed the Buyer shall provide in order for Supplier to perform its obligations under this Call-Off Contract and shall use all reasonable endeavours to ensure that any such information provided to 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 agreements 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 Commencement Date and, subject to the provisions for early termination set out in this Call-Off Contract, shall continue for the Initial Term and thereafter unless terminated by either party serving on the other not less than the Minimum Notice Period to expire on or after the end of the Initial Term.

3 PAYMENTS AND INVOICING

3.1 The 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 Supplier will be invoiced monthly in arrears. All invoices are payable in cleared funds within 30 days after the date of the relevant invoice. If the Buyer (acting reasonably and in good faith) believes that the amount of any invoice submitted by Supplier under this Call-Off Contract is incorrect, the Buyer shall notify Supplier of this and the reasons for this belief and of the amount of the invoice which it believes to be incorrect (the "Disputed Amount"). Provided that any such notification and payment of the invoice other than the Disputed Amount have been received by Supplier by the due date for payment of the invoice (the "Due Date"), the Buyer shall be entitled to withhold payment of the Disputed Amount until the date on which the relevant dispute is resolved by the parties. Both parties shall act reasonably and promptly in attempting to resolve any such dispute.

- 3.3 If any sum payable by the Buyer to Supplier other than a Disputed Amount is not paid in cleared funds by its due date, subject to Clause 3.2, 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, 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, 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 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.
- 3.6 The fees set out in the Call-Off Contract will be fixed, save that Supplier shall be entitled to increase the fees on the date(s) set out in the Call-Off Contract (or, if none, then each anniversary of the Commencement Date) by such percentage as is equal to the percentage increase in the Relevant Index for the most recent period of 12 consecutive months for which figures are available.

4 NATURE AND USE OF THE SERVICES

- 4.1 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. 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 Supplier to guarantee. 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, Supplier will be liable if it fails to comply with its obligation under Clause 1.1.2 but 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 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 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, de-compile or otherwise interfere with any Supplier Materials provided under this Call-Off Contract without the prior written consent of 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 User Access Devices are (where applicable) provided by Supplier to enable the Buyer to access and use the Services in accordance with the terms of this Call-Off Contract. The Buyer shall ensure that any User Access Device(s) are not copied, interfered with and/or used in any unauthorised way.
- 5.4 It is the Buyer's responsibility to inform Supplier of any unauthorised use and/or disclosure of any User Access Device so that 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 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 harm to end consumers) to ensure that both parties discharge their regulatory obligations, and in order to help achieve positive consumer outcomes.
- 5.6 Consumer Duty (where applicable). Without prejudice to the general obligations under Clause 5.5 in respect of consumer harm, each of the parties agree that in the event Consumer Duty applies in the provision or use of the Services (as appropriate), the parties shall comply with Consumer Duty and the following provisions will apply:
 - 5.6.1 Where Consumer Duty applies in the Buyer's use of Services the Buyer must determine itself how to distribute products in a way that supports good customer outcomes.
 - 5.6.2 Permitted Purpose. The Buyer must comply with the provisions of Clause 15.1 including (but not limited to) using the Services in accordance with the Permitted Purpose and any other provisions relating to use of the Services or restrictions on the use of the Services set out in the Call-Off Contract. In addition to any audit rights described within this Clause 5, Supplier reserves the right to assess and monitor whether the Buyer is in compliance with the Permitted Purpose and any usage rights and restrictions in the Call-Off Contract and its obligations under this Call-Off Contract. The Buyer will provide Supplier with any materials Supplier reasonably requests in order to conduct such an assessment. The Buyer is also obligated to report back to Supplier any non-compliances with the Permitted Purpose and any usage rights or restrictions. In the event that in Supplier's reasonable judgement the Buyer's use of the Services is not compliant with the Permitted Purpose or any usage rights and restrictions set out in the Call-Off Contract or the Buyer is in breach of its obligations in relation to Consumer Duty, the following process applies:
 - 5.6.2.1 Supplier will notify the Buyer in writing specifying the non-compliance and grant the Buyer 15 days to remedy any non-compliances and ensure its use of the Services complies with the Permitted Purpose and any usage rights and restrictions.
 - 5.6.2.2 If Supplier in its sole discretion judges the Buyer to still be non-compliant after such remediation period set out in Clause 5.6.2.1, Supplier reserves the right to suspend the Buyer's use of the Services by serving written notice and grant the Buyer a period of remediation of 28 days after receipt of the suspension notice within which to remedy the non-compliance.
 - 5.6.2.3 In the event of the non-compliance being remedied within the remediation period set out in Clause 5.6.2.2 Supplier will lift the suspension. Otherwise, Supplier reserves the right to terminate this Call-Off Contract immediately by serving written notice to the Buyer in the event that either:
 - 5.6.2.3.1 the non-compliance is not capable of remedy; or
 - 5.6.2.3.2 the non-compliance is capable of remedy and the Buyer has failed to remedy the non-compliance in accordance with the timelines set out in Clause 5.6.2.2 above.
 - 5.6.3 Cross-cutting Rules. The following provisions apply:
 - 5.6.3.1 the parties agree to act in good faith towards retail customers;
 - 5.6.3.2 the parties must avoid causing foreseeable harm to retail customers; and
 - 5.6.3.3 the parties must enable and support retail customers to pursue their financial objectives.

- 5.6.4 Pricing. The Buyer acknowledges that it is its responsibility to ensure it provides fair value and complies with pricing obligations it has under Consumer Duty and the Buyer confirms it will evidence its compliance with PRIN 2A.4 under Consumer Duty.
- 5.6.5 Monitoring. Supplier reserves the right to assess and monitor whether the Buyer is in compliance with Consumer Duty and is providing good outcomes for retail customers. The Buyer must monitor the outcomes retail customers receive from any Supplier products, the communications it has with retail customers and the customer support it provides to retail customers. The Buyer agrees to share with Supplier any documentation or management information ("MI") the Buyer generates as a result of its outcome monitoring involving Supplier products.
- 5.6.6 Reporting. The following provisions apply:
 - 5.6.6.1 if the Buyer identifies that it or another firm in its distribution chain is not delivering good outcomes for retail customers, it must promptly notify Supplier; or
 - 5.6.6.2 where either party identifies or becomes aware of a communication produced by another firm in its distribution chain that is not delivering good outcomes for retail customers, it must promptly notify the issue to the relevant firm in the distribution chain (which may include the other party to this Call-Off Contract); and
 - 5.6.6.3 notwithstanding any suspension of the Services, each party is obligated under Consumer Duty to notify the Financial Conduct Authority if it becomes aware that any other firm in the distribution chain is not or may not be complying with Principle 12 under Consumer Duty. Each party shall be responsible for its own costs incurred in such reporting.
- 5.7 Without prejudice to the general obligations under Clause 5.1, each of the parties shall in connection with this Call-Off Contract:
 - 5.7.1 comply with the Anti-Corruption Requirements and the Anti-Slavery Requirements;
 - 5.7.2 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.
- 5.8 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.
- 5.9 Each party shall promptly report to the other:
 - 5.9.1 any request or demand for any undue financial or other advantage of any kind received in connection with this Call-Off Contract;
 - 5.9.2 any slavery or human trafficking in a supply chain which has a connection with this Call-Off Contract;
 - 5.9.3 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.
- 5.10 If, as a result of (a) any changes in Applicable Law (including any reasonable interpretation thereof); (b) any changes in the supply of third party data used in connection with the Services; or (c) a security vulnerability (other than a Personal Data Breach) which Supplier reasonably considers may cause consumer harm, Supplier considers the Services to have become Affected Services Supplier will be entitled to do one of the following (as applicable) on giving prior written notice to the Buyer (and Supplier shall, where possible, use reasonable endeavours to give three months written notice):
 - 5.10.1 suspend and modify the Affected Services as necessary; or
 - 5.10.2 procure alternative data, the same as or similar to the data used in the Affected Services; or
 - 5.10.3 terminate this Call-Off Contract without liability in respect of those Affected Services.

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 Supplier being the recipient), agents and/or sub-contractors of Supplier who reasonably require it as a consequence of the performance of 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 Supplier to the Buyer and/or that 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 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 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 Supplier by operation of law, 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 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 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 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, 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 by operation of Section 2(1) of the Unfair Contract Terms Act 1977;

- 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:
- 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 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 Sanctions apply to or otherwise target the other party or the other party is on an applicable Sanctions list maintained by such Sanctions Authority 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 or makes it impossible, impracticable or unlawful for the Notifying Party to perform any of its obligations or exercise any of its rights under this Call-Off Contract. In addition, if Supplier becomes aware that Sanctions apply to or otherwise target a Permitted User of the Buyer or a Permitted User is on a Sanctions list, Supplier shall be entitled to terminate the Permitted User Rights immediately on serving written notice on the Buyer. In the event that Supplier becomes aware that Sanctions apply to or otherwise target a Group Company of the Buyer or the Group Company of a Buyer is on a Sanctions list or the Buyer is directly or indirectly owned or controlled by a Sanctions Restricted Person, Supplier shall be entitled to either suspend the Services provided under this Call-Off Contract or terminate this Call-Off Contract, even if Sanctions do not apply to or otherwise target the Buyer itself or the Buyer itself is not on a Sanctions list;
- 10.1.5 where a Change in Applicable Law renders some or all of the activities of 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 Supplier's request either return any Supplier Materials to Supplier or destroy such materials and, if destroyed, provide a certificate stating that such materials have been destroyed; and
- 10.3.3 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 18) shall continue to apply to any information or materials retained.
- 10.5 The licences granted by 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 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 Supplier, with a copy to 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 (signature may be made by electronic signature); 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 agreement 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 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 re-enactment of it from time to time;
 - 14.11.2 references to Clauses are to the clauses of the particular section of the Supplier Terms and Conditions in which they appear, unless reference is made to another set of Supplier Terms and Conditions;
 - 14.11.3 references to call-off contracts are to the Call-Off Contract;
 - 14.11.4 the singular includes the plural and vice versa;
 - 14.11.5 the headings are for ease of reference only and shall not affect the construction or interpretation of this Call-Off Contract;
 - 14.11.6 where any matter is to be agreed, such agreement must be recorded in writing; and
 - 14.11.7 wherever the words "including", "include", "includes" or "included" are used they shall be deemed to be followed by the words "without limitation" unless the context otherwise requires.
- 14.12 The contents of the 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 Supplier grants the Buyer (subject to Clauses 4.2 and 10.5) non-transferable access and use for use of any Supplier Materials provided as part of the Services for the Permitted Purpose on any licence terms identified in the Call-Off Contract. Such access and use of any Supplier Materials is granted to the Buyer for the benefit of the Buyer's UK business. The Access and use 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. The Buyer shall not upload any Supplier Materials into any third party applications including any artificial intelligence ("AI") technologies including, but not limited to, large language models and generative AI and any other artificial intelligence type technologies.
- 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 and any requirements in order to comply with Applicable Law.
- 15.3 If at any time the condition in Clause 15.2 is not satisfied, 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 Supplier's reasonable instructions and security guidelines relating to access to Supplier's systems, including those set out at <https://ssp.uk.experian.com/securecontrol/securityGuidelines.html>.
- 16.2 In order to protect the integrity of the Supplier Data used in connection with the Services, the Buyer shall:
- 16.2.1 comply with Supplier's reasonable instructions and guidelines relating to data security, including those set out at <https://www.experian.com/content/dam/marketing/na/procurement/TPSMS029-Experian-Security-Requirements.pdf> and where included, in the Call-Off Contract;
 - 16.2.2 not copy, interfere with and/or use in any unauthorised way any digital certificate, web certificate or any other security device provided by Supplier.

17 USE OF BUYER MATERIALS

- 17.1 The Buyer grants Supplier (subject to Clause 10.3) a royalty free, non-exclusive, non-transferable licence to use (and copy) the Buyer Materials solely for the purposes of:
- 17.1.1 performing this Call-Off Contract; and

17.1.2 complying with any requests made to 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 Supplier to, and agrees that Supplier may, process the Buyer Data for the Call-Off Contract Purposes.

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

18.4.1 Supplier shall process the Buyer Data only in accordance with the Buyer's documented instructions referred to in Clause 18.3 (including with regard to transfers of Personal Data to a third country) and any other instructions agreed by the parties from time to time, unless Supplier is required to process the Buyer Data to comply with Applicable Law (in which case, Supplier shall inform the Buyer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest);

18.4.2 Buyer authorises the international transfer of Buyer Data where Supplier is required to conduct an international transfer in order to comply with UK Law (in which case, Supplier shall inform the Buyer of that legal requirement before processing, unless UK Law prohibits such communication on important grounds of public interest);

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

18.4.4 Buyer provides general authorisation to Supplier's use of Sub-processors to provide Processing activities on Buyer Data on behalf of the Buyer. The details of Supplier's current Sub-processors are available via the following link: <https://www.experian.co.uk/crain/data-sub-processors>. In the event that Supplier adds or replaces any Sub-processors during the term of this Call-Off Contract, Supplier will update this website and provide Buyer with a mechanism to obtain notice of that update. In line with Article 28(2) of UK GDPR the Buyer has the opportunity to object to such changes. The appointment of any Sub-processor shall not relieve Supplier of its obligations under this Call-Off Contract.

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

18.4.6 Supplier shall take into account the nature of the Processing Supplier carries out as a Processor of Buyer Data and 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 UK GDPR;

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

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

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

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

18.5 Subject to Clause 18.6, if, pursuant to Article 82(4) UK 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) UK 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) UK GDPR may apply:

- 18.6.1 the party in receipt of the claim shall promptly notify the other party of the claim;
- 18.6.2 neither party shall make any admission of liability, settlement or payment in respect of such claim, other than a payment made pursuant to a court order, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed); and
- 18.6.3 each party shall provide such cooperation and assistance as is reasonably required by the other party in connection with the claim.

SECTION C: PERMITTED USERS

These terms relating to Permitted Users are supplemental to the Core Terms and shall apply only where the 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 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, including the obligation that the Permitted Users use the Services for the Permitted Purpose only; 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 ("Ex-Permitted User"), the rights of the relevant Permitted User will automatically terminate (without further notice and without liability to Supplier) on the date it ceases to be a Buyer Group Company and the Buyer will be liable for any acts or omissions of the Ex-Permitted User as if they were the acts or omissions of the Buyer;
- 19.1.5 where an Ex-Permitted User has any Supplier Materials, the Buyer shall inform Supplier in writing, and shall ensure that such Ex-Permitted User:
 - 19.1.5.1 stops use of and has no further possession of or access to such Supplier Materials; and
 - 19.1.5.2 returns to the Buyer all copies of Supplier Materials and any other equipment or software which is the property of Supplier in its possession or control; and
 - 19.1.5.3 deletes any remaining copies of such Supplier Materials from its computer system and any other medium on which it is stored.
- 19.1.6 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 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:

Words or Expression	Meaning
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Affected Services	Services which Supplier (in its reasonable opinion) considers that it can no longer provide in accordance with their Specification or that it cannot provide at all as a consequence of the trigger events set out in Clause 5.10;
Call-Off Contract Purposes	The purposes of 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 Law relating to anti-bribery and anti-corruption including the Bribery Act 2010;
Anti-Slavery Requirements	All Applicable Law relating to anti-slavery and human trafficking including the Modern Slavery Act 2015;
Applicable Law	All legislation, regulations, legally binding rules, policies, guidance, codes of practice, instructions, notices, publications or recommendations issued by any governmental, statutory or regulatory body and any legally binding industry codes of conduct or guidelines and any 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 Supplier in connection with this Call-Off Contract but excluding any data supplied to the Buyer by Supplier;
Buyer Materials	Any of the items provided to Supplier by the Buyer in connection with this Call-Off Contract and includes Buyer Data;
Commencement Date	The Commencement 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;
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;
Consumer Duty	As set out in Principle 12 and PRIN 2A of the Principles for Business section of the Financial Conduct Authority ("FCA") Handbook and any related rules or guidance issued by the FCA relating to the delivery of good customer outcomes for retail customers;
Contract Year	A twelve calendar month period from the Commencement Date or any anniversary of the Commencement Date, or, if this Call-Off Contract is for a Term of less than twelve calendar months, the Term;
Controller	means the definition specified in the Data Protection Legislation;
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 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 Specification, 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 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 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;
Group Company	any company which is in relation to 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;
Initial Term	The period specified as such in the Call-Off Contract;
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 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 Data Protection Legislation;
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;
Relevant Index	<p>(i) in respect of man day rates the relevant managerial and/or professional band of the HAY Index produced by The HAY Group Management Limited (Company No 763575) based on the financial provincial scales for systems staff in the managerial and professional bands as the case may be; and</p> <p>(ii) in respect of all other fees the U.K. All Items index of the Retail Prices Index as published by the Office for National Statistics (or its successor from time to time), or any official index replacing it; If any of indices referred to in (i) or (ii) above ceases to be published then a broadly equivalent index (as may be reasonably determined by Supplier) will be used as a substitute;</p>

Sanctions	As in force from time to time, any treaty, law regulation, decree, ordinance, order, decision, directive, policy, demand, request, rule or requirement imposed, administered or enforced from time to time by any Sanctions Authority: (a) relating to any economic, financial trade or other, sanction, restriction, embargo, import or export ban, prohibition on receipt or transfer of funds or assets or on performing services, or equivalent measure; or (b) directed at prohibiting or restricting dealings with Sanctions Restricted Person(s);
Sanctions Authority	Meaning any of: (a) the United Kingdom; (b) the European Union or any of its Member States; (c) the United States of America; and the respective governmental institutions and agencies of any of the foregoing in items (a) to (c) above;
Sanctions Restricted Person	Any person or entity: (i) included on the Consolidated List of Financial Sanctions Targets maintained by Her Majesty's Treasury; (ii) included on the Consolidated List of Persons, Groups and Entities subject to European Union Financial Sanctions; (iii) included on the Specially Designated National and Blocked Persons List maintained by the United States Office of Foreign Assets Control; (iv) included on any other list of a similar nature administered by a Sanctions Authority in respect of persons or entities with whom dealings are prohibited and/or whose assets are blocked; (v) owned 50% or more of, if applicable in accordance with respective Sanctions, controlled by any person, entity or body appearing on any list referred to in items (i) to (iv);
Call-Off Contract	The Call-Off Contract or Call-Off Contracts which describe 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 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;
Specification	Any document identified as a specification in the Call-Off Contract (as such document is updated by agreement between the parties from time to time), or if none, Supplier's standard configuration for the Services from time to time;
Sub-processor	Any person (including any third party and any Supplier Group Company but excluding an employee of Supplier or any of its sub-contractors) appointed by or on behalf of Supplier to process Personal Data on behalf of Supplier in connection with the Call-Off Contract;
Term	The duration of this Call-Off Contract as determined in accordance with Clause 2.1;
Territory	The United Kingdom;
UK GDPR	the General Data Protection Regulation (1016/679), to the extent that and in the form that it is a requirement of English law from time to time;
User Access Device	Any identification code, username, password, digital certificate, web certificate or any other security device provided by Supplier and used by the Buyer to access the Services.

