SUPPLIER TERMS AND CONDITIONS FOR THE PROVISION OF PRODUCTS AND SERVICES – EXPERIAN DECISION MANAGEMENT SOLUTIONS WITH POWERCURVE ORIGINATIONS (PCO) ("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 (SSM)	
The parties agree that the Services shall be supported in accordance with the latest (or named) version of Supplier Standard Services Terms at the Commencement Date, available at https://www.experian.co.uk/legal-information/terms-and-conditions and the parties shall adhere to the terms and conditions for such support as set out therein.	
Core Hours (09:00 – 17:00, Monday to Friday, excluding any UK public holidays)	☒
Optional: 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).	☐

SPECIFICATION
1. Template Functional Specification 2. Template Strategy Management Specification 3. Web Services Integration Guide 4. Template Solution Architecture Definition document

THIRD PARTY DATA SERVICES TERMS FOR DECISION MANAGEMENT SOLUTIONS WITH POWERCURVE ORIGINATIONS (PCO)
If (i) the Buyer wishes to enable any data services provided by third-party data providers ("**Third Party Data Services**") within Decision Management Solutions with PowerCurve Originations (PCO) and (ii) such Third Party Data Services are available within PowerCurve Originations, then the Supplier will facilitate this provided that the following conditions are met: 1. the Buyer shall be solely responsible for entering into the relevant contracts directly with the third-party data provider(s) for the provision of the Third Party Data Services and their ongoing maintenance; 2. The Supplier is not obliged to activate the data integrations for the Third Party Data Services within Decision Management Solutions with PowerCurve Originations (PCO) unless and until:

(a)	the Buyer has duly and validly entered into the relevant contracts for the provision of the Third Party Data Services; and
(b)	the Buyer has provided the Supplier with the Buyer's specific user credentials for the use of the Third Party Data Services, which the Supplier will use to enable the integration between Decision Management Solutions with PowerCurve Originations (PCO) and the respective third-party data provider(s).

UPDATES
1. The Supplier may update the Services from time to time (including by way of adding or amending features or functionality and/or changing delivery methods or mechanisms (including platforms)), provided in any event that the updated Services will provide the same or materially similar outcomes. The Buyer shall provide such co-operation as the Supplier reasonably requires in order to complete the update in question. 2. The Services are provided at the Buyer's request and the Buyer is responsible for (i) ascertaining that the Services are suitable for its own needs; and (ii) ensuring it is able to receive the Services (including any development or testing required in order for the Services to be integrated with the Buyer's systems). If the Buyer fails to comply with the obligation in sub-paragraph (ii) of this paragraph, the Buyer acknowledges the availability of the Services may be affected.

Appendix – PCO Standard Delivery Service

1. Delivery Methodology

1.1. The Project to deliver PCO Standard will consist of the following discrete phases each of which shall constitute a "**Project Phase**". During design, construction and test phases iterative feedback will be provided throughout:

a. Initiation
b. Design
c. Construction
d. Test
e. Transfer

2 Definitions

"Acceptance Process" means the process set out in Appendix -*Acceptance Proces)*;

"**Activity**" means an action that is required to be performed by either party to deliver the Project but which does not constitute a Documentary Deliverable;

"**Change Control Procedure**" means the procedure set out in Appendix -*Change Control Procedure*;

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

"**Cloud**" means a computer server or network of computer servers connected to the internet;

"**Defect**" means a failure of the Supplier PCO Standard to operate in accordance with the Specification;

"**Defect Severity**" *or* "**Defect Severity Definitions**" means the classification of Defects with respect to the impact of the Defect as defined in the table at Attachment 1 (*Defect Management Process*) to Appendix - *Acceptance Process*;

"Deliverable" means the Activity or Documentary Deliverable set out in Table 1 (*Deliverables*);

"**Documentary Deliverable**" means any Supplier Deliverable in documentary form. For example, the Project Initiation Document;

"**Early Life Support**" means in respect of PCO Standard the provision of assistance in resolving Defects by members of the Supplier's project delivery team to the Supplier's maintenance services team;

"**User acceptance test (UAT)"** means a component of testing, led by the Buyer, during which users of PCO Standard will assess the functionality of PCO Standard with reference to the the Supplier Specification.);

"Working Day" means Monday to Friday (excluding public holidays in England and Wales) between the hours of 09:00 to 17:30;

3 Activity Matrix

3.1 The parties shall use all reasonable endeavours to perform the Activities and deliver the

Documentary Deliverables detailed within the Project Plan.

3.2 Table 1 (*Deliverables*) shows the acceptance criteria for the the Supplier Documentary Deliverables.

3.3 A Deliverable shall be accepted by the Buyer in accordance with Appendix - *Acceptance Process*, following which, the Buyer shall promptly issue an email confirmation of acceptance. Acceptance of a Deliverable shall not be unreasonably withheld.

3.4 The Supplier shall perform its Activities during Working Days.

3.5 Any change in the scope of the Services or the timeframes for performance and the impact of such change shall be agreed in accordance with the Change Control Procedure.

4 Buyer Responsibilities

Throughout the Term of this Call-Off Contract, the Buyer shall :

4.1 Provide the Supplier with reasonable access to its staff to the extent reasonably required for it to fulfil its obligations under this Call-Off Contract.
4.2 Provide all information and documentation reasonably requested by the Supplier in its possession and use reasonable endeavours to procure provision of such documents when not in Buyer's possession, and use reasonable endeavours to ensure that any such information provided to the Supplier is complete, accurate and in the agreed format.
4.3 Ensure that representatives of the Buyer of appropriate seniority and authority and subject matter expertise attend all project meetings scheduled in accordance with this Call-Off-Contract and the agreed project timetable.
4.4 Provide answers to queries and provide decisions and approvals which may be reasonably be required by the Supplier for the performance of its obligations under this Call-Off Contract.
4.5 Provide any access and obtain any consent, permission or rights necessary for the Supplier to use any Buyer or third party software or materials required for the Supplier's performance of its Services.
4.6 Ensure the co-operation and performance of any other suppliers of the Buyer reasonably required to enable the Supplier to perform its Services

Documentary Deliverables

Table 1 (*Deliverables*) shows the content that will be included for acceptance of each Documentary Deliverable. Documentary Deliverables shall be signed off in accordance with Appendix -Acceptance Process . Such Documentary Deliverables will be provided in the Supplier's standard format.

<u>Table 1 (*Deliverables*)</u>

Documentary Deliverable	Content	Project Phase	Milestone
Weekly tracking report	A document issued weekly that records the progress against the dates stated in the Project Timetable	Ongoing	n/a
Project Plan / Timetable	A project plan which details phases and deliverables to be undertaken by the parties with the associated dependencies and milestones for this Call-Off Contract.	Initiation	n/a
Project Charter	A document which describes the way	Initiation	n/a

	in which the Supplier will engage with the Buyer and how the two parties will work together, including any governance such as project meetings and reporting requirements comprising: • Team and Role Definitions • Governance • Stakeholders • Quality Management Plan •		
Functional Specification, including a WebService Integration Guide	An updated version of the Template Functional Specification which details the functional design of the PCO Standard solution	Design	Milestone 1
Strategy Management Specification	An updated version of the Template Strategy Management Specification which details the design of the Strategy Management component of the solution	Design	Milestone 1
Solution Architecture Definition document ("SAD")	An updated version of the Template SAD which defines the technical architecture including physical infrastructure that the PCO Standard functionality will be implemented into	Design	Milestone 1
Supplier Test Strategy	A document which describes the test methodology, conditions and acceptance criteria in respect of the tests to be performed by the Supplier to demonstrate that the PCO Standard functionality meets the Specification	Design	n/a
Supplier Test Closure Report	A document which details the results of the the Supplier tests against the acceptance criteria defined in the the Supplier Test Strategy	Construction	Milestone 2
User Acceptance Test Sign Off Form	A document which confirms that the Services have been successfully tested and deemed to conform to the Specifications – (Attachment B).	Test	Milestone 3
Implementation Plan	A task level plan showing the activities to be performed by the parties to enable implementation of the PCO Standard functionality on the Cloud which reflects the dates set out in the Project Timetable	Test	n/a
Project Closure Notification	A document which confirms that the agreed period of Early Life Support has expired	Transfer	Milestone 4

5 Project Plan and Project Phases

5.1 The Project Plan will detail top level activities that will deliver to the below stated Plan On A Page "POAP". Any changes to the durations of the Project Phases will be subject to the Change Control Procedure. Once agreed, the Project Plan will be base lined and the Project will be managed in accordance with that Project Plan.

Delivery Profile(s) inc. Contingency	Start Week	Duration (Weeks)	End Week
Delivery Team 1			
01. Inception	01	06	06
02. Construction	07	08	14
03. User Acceptance Testing	15	04	18
04. Transfer	19	04	22

EXAMPLE

5.2 The Project Phases shall consist of :

- An **Initiation** phase for x weeks (a Project Phase that sets up the Project Governance, Ddocumentation, ways of working and introduces the team).

- The **Design** phase for x weeks (a series of Design Workshops, Solution Design and Documentation output requiring input from the Buyer and final Documentation agreement).

    - Design Playback workshops with the Buyer to gather sufficient information to be able to produce the listed Documentary Deliverables;
    - Production, Buyer review and agreement of the design in order to proceed to the Construction phase;
    - **Milestone 1** : Sign off of Design phase Documentary Deliverables as a gateway to proceeding with the Construction phase - timescale end week X.

- The **Construction** phase for x weeks (means a Project Phase when the Supplier will be building the PCO Standard solution and undertaking internal testing).

    - Deliver a PowerCurve Design Studio Training course as per the Training Plan agreed as part of the Project Phases;
    - Provide the necessary infrastructure to be able to enable and deploy PCO Standard to the Cloud test environment;
    - Solution build based on the agreed Specifications;
    - Conduct functional and non functional testing of PCO Standard in the Cloud test environment in accordance with the Supplier Test Strategy;
    - **Milestone 2** : the Supplier quality assurance met and solution available for Buyer Tests.

- A **Test** phase of x weeks SIT ("System Integration Test (SIT)" means the phase where tests are designed to verify that data flows between systems can be executed) and x weeks UAT.

    - Buyer to deliver an Acceptance Test Approach and Plan for the Supplier's review and agreement by the end of week X;

    - The Supplier to provide the Buyer with a single, 2 consecutive days training course for 4 training places at a Supplier training venue on the functionality of Strategy Design Studio so as to enable the Buyer to have the knowledge to manage Buyer strategies;

    - Buyer to execute System Integration Test in accordance with the agreed test approach and execution timeline;

- Buyer to execute User Acceptance Test (UAT) in accordance with the agreed test approach and execution timeline;

- The Supplier will throughout this Project Phase, where identified and in line with the Defect Management Process, resolve Defects identified by the Buyer during SIT and UAT;

- Upon completion of the Buyer Acceptance Tests, the Buyer will confirm in writing that the Acceptance Tests have been satisfactorily completed and the agreed approach to resolving any outstanding Defects;

- **Milestone 3** : User Acceptance Testing is completed and acceptance signed off in accordance with Appendix – Acceptance Process by the end of week X.

- A **Transfer** phase of x weeks which includes the "Implementation / Go Live" (the period of preparation and implementation of the upgraded PCO Standard Services).

    - The Buyer will deliver required changes to the Buyer Environment in accordance with the Implementation Plan agreed with the Supplier;

    - The Supplier will deploy the PCO Standard functionality to the Live Production environment;

    - The Supplier will perform 4 weeks of Early Life Support;

    - The Supplier will deliver a Project Closure Notification;

    - **Milestone 4 :** Project is closed.

6 Assumptions

6.1 In addition to any other responsibilities described in this Call-Off Contract, The Supplier has made certain assumptions in preparation of this Call-Off Contract and in calculating the fees. Any deviation from such assumptions or dependencies or failure by the Buyer to perform its obligations may affect the Supplier's performance of the Services and may result in changes to the Project Timetable, fees and expenses, or otherwise impact the level of effort required to perform the Services. Any such adjustments shall be agreed in accordance with the Change Control Procedure.

6.1.1 [Insert here any assumptions];
6.1.2 [Insert here any assumptions];
6.1.3 [Insert here any assumptions];

7 Governance and Management Information

7.1 Governance will be defined and agreed within the Project Initiation Document in the inception phase but as a minimum the parties envisage the following governance meetings:

7.1.1 **Steering Meeting.** Monthly meeting between the Buyer and the Supplier programme representatives. The objective of the Steering Meeting is to provide programme guidance and resolution of escalated issues in respect of the Project.

7.1.2 **Project Review.** Weekly meeting between the Buyer and the Supplier project managers to review status against agreed milestones and Deliverables and agree any resulting actions or escalations.

Appendix – Change Control Procedure

1. **General Principles of Change Control Procedure**
    1.1. This Appendix sets out the procedure for dealing with Contract Changes. A Contract Change is any amendment to this Call-Off Contract, including but not limited to a change in scope, timeline or fees.
    1.2. Under this Change Control Procedure:
        1.2.1. either party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with paragraph 3;
        1.2.2. the Supplier will assess and document the potential impact of a proposed Contract Change in accordance with paragraph 4 before the Contract Change can be either approved or implemented;
        1.2.3. the Buyer shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in paragraph 6;
        1.2.4. the Supplier shall have the right to reject a Change Request in the manner set out in paragraph 7;
        1.2.5. no proposed Contract Change shall be implemented by the Supplier until such time as a contract variation has been signed by both parties, subject to the Change Threshold set out at paragraph 5;
        1.2.6. if the circumstances or nature of a proposed Contract Change mean that it is a Fast-track Change then it shall be processed in accordance with paragraph 8.
    1.3. Until such time as a contract variation has been signed by both parties, then:
        1.3.1. unless the Buyer expressly agrees otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of the Call-Off Contract as if the proposed Contract Change did not apply; and
        1.3.2. any discussions, negotiations or other communications which may take place between the Buyer and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each party's other rights under this Call-Off Contract.

2. **Costs**
    2.1. The Buyer shall bear the costs associated with preparation and agreement of each Change Request and Impact Assessment, unless the Contract Change has arisen as a result of the Supplier default.
    2.2. The fees for all Contract Changes shall be calculated in accordance with the principles set out in this Appendix and rates for change agreed within the Call-Off Contract. The Supplier will only be entitled to increase the fees if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional effort and, in any event, any change to the fees resulting from a Contract Change (whether the change will cause an increase or a decrease in the fees) will be proportionate to the increase or decrease in the level of effort required for the provision of the Services as amended by the Contract Change.

3. **Change Request**
   3.1. Either party may issue a Change Request to the other party at any time during the Term. The Change Request shall be substantially in the form of Annex – Change Request Form to this Appendix and must state whether the party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.
   3.2. If the Supplier issued the Change Request, then it shall also provide an Impact Assessment (which shall be substantially in the form of Annex – Impact Assessment Form to the Buyer as soon as is reasonably practicable but in any event within 5 Working Days of the date of issuing the Change Request.
   3.3. If the Buyer issued the Change Request, then the Supplier shall provide an Impact Assessment to the Buyer as soon as is reasonably practicable. If the Supplier reasonably requires any clarifications in relation to the Change Request before it can deliver the Impact Assessment, then it will promptly notify the Buyer. The Buyer shall respond to the request for clarifications as soon as is reasonably practicable and the Supplier shall provide the Buyer with sufficient information to enable it to understand the nature of the request for clarification.
   3.4. Details of how the proposed Change will adhere to compliance requirements or applicable law or regulation or changes to the same will be detailed by the Buyer as part of the Change Request. It is the Buyer's responsibility to ensure compliance with all such laws and regulations, and it is the Supplier's responsibility to estimate and where approved, implement Changes in accordance with a Contract Change Note.
   3.5. For all regulatory changes the Buyer should, wherever possible, provide at least 60 days' notice to the Supplier to enable the Change to be implemented as part of an approved, fully completed Change Request.

4. **Impact Assessment**
   4.1. Each Impact Assessment shall be completed in good faith and shall include (without limitation):
      4.1.1. details of the proposed Contract Change including the reason for the Contract Change;
      4.1.2. details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its obligations under the Call-Off Contract and any variation to the terms of the Call-Off Contract that will be required as a result of that impact and including without limitation changes to:
         4.1.2.1. the Services Description;
         4.1.2.2. the format of Buyer Data, pertaining to the Services;
         4.1.2.3. the Milestones, Implementation Plan and any other timetable previously agreed by the parties;
         4.1.2.4. other services provided by third party contractors to the Buyer, including any changes required by the proposed Contract Change to the Buyer's ICT infrastructure;
         4.1.2.5. details of the Supplier fees associated with the implementation of the proposed Contract Change including any increase or decrease in the fees;
         4.1.2.6. details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the fees, any alteration in the resources and/or expenditure required by either party and any alteration to the working practices of either party; and
         4.1.2.7. a timetable for the implementation, together with any proposals for a change to implementation approach as a result of the Contract Change.
         4.1.2.8. details of any impact upon the disaster recovery plan
         4.1.2.9. any additional third party support required to fulfil the Change Request
   4.2. If the Contract Change involves the processing or transfer of any Personal Data outside the European Economic Area, the preparation of the Impact Assessment shall also be subject to clause 18 of the Terms and Conditions.
   4.3. .The Buyer shall review the Impact Assessment and, within 15 Working Days of receiving the Impact Assessment, it shall respond to the Supplier in accordance with paragraph 6.
   4.4. If either party reasonably considers that it requires further information regarding the proposed Change so that it may properly evaluated, it shall notify the other party of this fact and detail the further information that it requires. The process described in this paragraph will be repeated until

the receiving party is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

5. **Change Threshold**
   5.1. Increase in Fees
   Where a Contract Change results in an estimated increase in fees of less than 10% of the Project Value (the total fees agreed upon signature of the Call-Off Contract), subject to a cap of £15,000 in respect of a single Change or a cumulative total of £25,000 in respect of multiple Changes, and does not result in an extension to Project timeline of more than 4 weeks (the “Change Threshold”) the parties (assumed to be the the Supplier and Buyer Project or Programme Managers) may agree such Change in writing (including via email) and this shall be recognised as confirmation that a contract variation shall not be required (subject to the quarterly review process set out at 5.3). The agreed Change shall be recorded in the project change log and in the event that further Changes are agreed resulting in the Change Threshold being exceeded the Parties shall follow the process of agreeing a contract variation as set out within paragraph 6.2 of this Call-Off Contract.
   The fees pertaining to a Change agreed in the project change log shall be payable in accordance with Terms and Conditions.
   5.2. Decrease in Fees
   For clarity, where a Contract Change results in a decrease in project fees, the parties agree that such change shall be recorded in the project change log and a contract variation will not be required (subject to the quarterly review process set out at 5.3).
   5.3. Quarterly review
   The parties agree to review project change log on a quarterly basis, and where a Change is deemed to be a material change to project scope, delivery or increase the risk profile (including but not limited to a regulatory or compliance issue) of the project, regardless of the impact upon fees, the parties shall record this via the agreement of a contract variation.

6. **Buyer’s Right of Approval**
   6.1. Within 15 Working Days of receiving the Impact Assessment from the Supplier or within 10 Working Days of receiving the further information that it may request pursuant to paragraph 4.4, the Buyer shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
      6.1.1. approve the proposed Change Request, in which case the parties shall follow the procedure set out in paragraph 6.2 below;
      6.1.2. acting reasonably, reject the Change Request, in which case it shall notify the Supplier of the rejection. The Buyer shall not reject any proposed Contract Change if and to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Buyer does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection;
      6.1.3. Request the Supplier modify the Contract Change if it reasonably believes that a Change Request or Impact Assessment contains errors or omissions. The Supplier shall make such modifications within 5 Working Days of such request. Subject to paragraph 4.4 above, on receiving the modified Change Request and/or Impact Assessment, the Buyer shall approve or reject the proposed Contract Change within 10 Working Days.
   6.2. If the Buyer approves the proposed Change Request pursuant to paragraph 6.1.1 and it has not been rejected by the Supplier in accordance with paragraph 7 below, then it shall inform the Supplier and the Supplier shall prepare a contract variation which it shall sign and deliver to the Buyer for its signature. Following receipt by the Buyer of the contract variation, it shall sign and return the contract variation to the Supplier. On the Buyer's signature, the contract variation shall constitute a binding variation to the Call-Off Contract.

7. **Supplier’s Right of Rejection**
   7.1. The Supplier may reject a Change Request in the event the Buyer’s requirements are unable to be reasonably satisfied within the overarching scope of the Services.

7.2. The Supplier may reject a Change Request issued by the Buyer if in its reasonable opinion:

7.2.1. the cost of preparing the Impact Assessment and contract variations required under this Change Control Procedure is disproportionate to the costs which it will be able to recover under an approved Change; or

7.2.2. an Impact Assessment cannot be adequately prepared within the timescales imposed by this Change Control Procedure.

7.3. Following an Impact Assessment, if the Supplier reasonably believes that any proposed Contract Change which is requested by the Buyer:

7.3.1. would require the Services to be performed in a way that infringes any Applicable Law or is inconsistent with good industry practice;

7.3.2. would cause any consent to be revoked (or a new consent required to implement the relevant Change in service to be unobtainable);

7.3.3. would materially and adversely affect the Supplier's ability to deliver the Services;

7.3.4. would materially and adversely affect the risks to the health and safety of any person;

7.3.5. would require the Supplier to implement the Change in Service in an unreasonable period of time;

7.3.6. would (if implemented) materially and adversely change the nature of the Services (including the risk profile); and/or

7.3.7. would (to implement) require the Buyer to possess legal powers or capacity that it does not have

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Buyer of its reasons for doing so within 5 Working Days after the date on which it is obliged to deliver the Impact Assessment in accordance with paragraph 3.3.

8. **Fast-Track Changes**

8.1. The parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

8.2. If in relation to a proposed Contract Change:

8.2.1. both parties agree that the Contract Change does not involve any alteration to, or deviation from the contractual principles set out in the Call-Off Contract;

8.2.2. the total number of Contract Changes in relation to which this fast track procedure has been applied does not exceed 4 in any 6 month period (or such higher number as the Buyer may from time to time agree in writing);

8.2.3. the estimated value of the proposed Contract Change does not exceed £50,000 and the proposed Contract Change is agreed between the parties in writing as being low risk; and

8.2.4. the Contract Change does not affect any Buyer ICT systems that are outside the scope of the Call-Off Contract and/or other services provided to the Buyer by third party contractors (other than the Supplier's sub-contractors within the scope of the Call-Off Contract)

then the parties shall confirm to each other in writing that they shall use the process set out in paragraphs 2, 3, 4, 6 and 7 above but with reduced timescales, such that any period of 15 Working Days is reduced to 10 Working Days, any period of 10 Working Days is reduced to 2 Working Days and any period of 5 Working Days is reduced to 1 Working Day.

8.3. The parameters set out in paragraph 8.2 may be revised from time to time by Call-Off Contract between the parties in writing.

Annex – Change Request Form

<table>
<tr><td>CR NO.:</td><td>TITLE:</td><td>TYPE OF CHANGE:</td></tr>
<tr><td colspan="2">PROJECT:</td><td>REQUIRED BY DATE:</td></tr>
<tr><td>ACTION:</td><td>NAME:</td><td>DATE:</td></tr>
<tr><td colspan="3">RAISED BY:</td></tr>
<tr><td colspan="3">AREA(S) IMPACTED (OPTIONAL FIELD):</td></tr>
<tr><td colspan="3">ASSIGNED FOR IMPACT ASSESSMENT BY:</td></tr>
<tr><td colspan="3">ASSIGNED FOR IMPACT ASSESSMENT TO:</td></tr>
<tr><td colspan="3">SUPPLIER REFERENCE NO.:</td></tr>
<tr><td colspan="3">FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE:</td></tr>
<tr><td colspan="3">DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:</td></tr>
<tr><td colspan="3">REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:</td></tr>
<tr><td colspan="3">SIGNATURE OF REQUESTING CHANGE OWNER:</td></tr>
<tr><td colspan="3">DATE OF REQUEST:</td></tr>
</table>

Annex – Impact Assessment Form

<table>
<tr><td>CR no.:</td><td colspan="2">Title:</td><td colspan="2">Date raised:</td></tr>
<tr><td colspan="3">Project:</td><td colspan="2">Required by date:</td></tr>
<tr><td colspan="5">Detailed description of contract change for which impact assessment is being prepared and details of any related contract changes:</td></tr>
<tr><td colspan="5">Proposed adjustment to the fees resulting from the contract change:</td></tr>
<tr><td colspan="5">Details of proposed one-off additional fees and means for determining these (e.g. fixed price or cost-plus basis):</td></tr>
<tr><td colspan="5">Details of any changes to subscription fees as a result of requested changes (e.g. Portfolio, Permitted Purpose, Decision Engine Request and concurrency volumes, input interfaces, Data links and Plug ins) :</td></tr>
<tr><td colspan="5">Details of any proposed contract amendments:</td></tr>
<tr><td colspan="5">Details of any service levels affected:</td></tr>
<tr><td colspan="5">Details of any operational service impact:</td></tr>
<tr><td colspan="5">Details of any interfaces affected:</td></tr>
<tr><td colspan="5">Details of an cost impact to the running of the solution and impact on the run SOW.</td></tr>
<tr><td colspan="5">Detailed risk assessment:</td></tr>
<tr><td colspan="5">Recommendations:</td></tr>
</table>

Appendix – Acceptance Process

1 Acceptance Principles

1.1 Deliverables shall be identified within Appendix - *PCO Standard Delivery Service* and shall be subject to acceptance in accordance with this Appendix - *Acceptance Process*. The following shall be the Acceptance Criteria for the Deliverables unless agreed otherwise in writing between the parties:

1.1.1 In respect of Documentary Deliverables, meets the criteria specified in Table 1 (*Deliverables*).

1.1.2 In respect of the PCO Standard functionality:

1.1.2.1 the Deliverable meets the Specification as has been demonstrated through successful completion of Systems Integration Test and User Acceptance Tests; and

1.1.2.2 where Appendix - *PCO Standard Delivery Service* states that the Supplier is responsible for performing tests, the Supplier has provided evidence substantiating that the Deliverable has successfully completed all of the testing specified in Appendix - *PCO Standard Delivery Service* or otherwise agreed in writing with the Buyer; and

1.1.2.3 there are no Defect Severity 1 or Defect Severity 2 Defects outstanding (unless otherwise agreed between the parties) and a plan has been agreed with the Buyer (acting reasonably) for the resolution of all lower Defect Severities.

1.2 A Deliverable shall be accepted by the Buyer when the Acceptance Criteria applicable to that Deliverable have been met, following which the Buyer shall promptly issue an email confirmation of acceptance. Acceptance of a Deliverable or Project Milestone shall not be unreasonably withheld.

2 Acceptance Process

2.1 Without prejudice to any of the rights or remedies set out elsewhere in the Call-Off Contract:

2.1.1 The Supplier shall provide the Buyer with Deliverables for acceptance in accordance with the timeframes stated within the Project Timetable.

2.1.2 The Supplier will inform the Buyer in a timely manner of any variance to the timeframes for the provision of Deliverables, in order that the Buyer is able to mobilise individuals necessary to take part in the Acceptance Process.

2.1.3 From the date of presentation by the Supplier of the Deliverable, the Buyer will then have the period specified below (the **"Deliverable Acceptance Period"**) to accept or reject the Deliverable by applying the Acceptance Criteria (as specified in Appendix - *PCO Standard Delivery Service* or, in the event that no Acceptance Criteria for that Project Deliverable is specified in Appendix -*PCO Standard Delivery Service*, the acceptance principles set out in paragraph 1 (*Acceptance Principles*)). The Deliverable Acceptance Period will be as follows unless otherwise agreed in writing between the Parties:

2.1.3.1 in respect of Documentary Deliverables, five (5) Working Days or other extended period as agreed between the Parties acting reasonably; and

2.1.3.2 in respect of any other Deliverable, in accordance with the latest agreed Project Timetable.

3 Deliverable Acceptance Period

3.1 For each Deliverable, the Buyer shall respond to the Supplier in writing (including email) prior to the end of the Deliverable Acceptance Period stating whether the Deliverable is accepted (in which case such notification shall constitute formal Acceptance of the Deliverable) or rejected (in which case paragraph 3.2 shall apply).

3.2 If the Buyer responds in writing (including email) to the delivery by the Supplier of the Deliverable within the Deliverable Acceptance Period (or such longer period as may be agreed between the Parties) stating that the Deliverable in the Buyer's reasonable opinion (and also giving reasons for such opinion) is not materially in accordance with the Acceptance Criteria and, unless the Supplier has demonstrated to the Buyer's satisfaction, within 5 Working Days of receipt of the rejection notice that:

- the Deliverable meets the Acceptance Criteria; or
- the Deliverable's failure to meet the Acceptance Criteria is not due any failure on the part of the Supplier,then the Supplier will have the relevant period set out below to correct the Deliverable (the "**Correction Period**"), during which time the Supplier will, at no additional cost to the Buyer, render the Deliverable compliant with the relevant Acceptance Criteria. The Correction Period will be as follows:
- in respect of Documentary Deliverables, 5 Working Days (or such longer period as may be agreed between the Parties);
- in respect of any other Deliverable such period as is agreed between the parties acting reasonably. The parties agree that any failure to meet the Acceptance Criteria shall be reviewed at the weekly project progress meetings.

3.3 If the Buyer fails to respond in writing (including email) confirming acceptance or rejection of the Deliverable within the agreed Deliverable Acceptance Period, then the matter will be escalated.

3.4 If the Buyer utilises the PCO Standard functionality other than for the purposes of Buyer testing in accordance with Table 1 (*Deliverables*), the Functionality shall be deemed Accepted.

3.5 If the Supplier fails to render the Deliverable compliant with the relevant Acceptance Criteria within the Correction Period pursuant to paragraph 3.2 above, the Buyer will, at no additional cost to the Buyer:

3.5.1 extend the Correction Period (such extension to be reasonably agreed) to allow the Supplier the opportunity to correct the non-conformities and re-submit the Deliverable for Buyer acceptance; and

3.5.2 in the event that the extended Correction Period has expired and the Deliverable has still not met the Acceptance Criteria, the Buyer may accept the Deliverable and pay such lesser price as the parties agree reasonably reflects the reduced performance or non-compliance.

3.6 In the event that the Buyer requests to defer any Acceptance for any reasonable period of time, confirming reasons for such delay in writing to the Supplier, agreement to any such Buyer request from the Supplier shall not unreasonably be withheld, and any adjustments to the latest agreed Project Timetable shall be managed through the Change Control Procedure.

3.7 The acceptance of any Deliverable will be without prejudice to any rights or remedies of the Buyer arising after acceptance in respect of any breach by the Supplier of the Call-Off Contract.

3.8 Any changes to the agreed and specified Acceptance Criteria shall be managed through the Change Control Procedure.

4 **Functionality Acceptance Test Management**

4.1 During the Buyer PCO Standard functionality testing phase, the Buyer shall chair a Defect management board attended by both parties which shall jointly determine the correct treatment and resolution of Defects in agreement with the Supplier.

4.2 Defects shall be managed by the Parties in accordance with the process at Attachment 1 to Appendix *Defect Management Process* and the Supplier shall use reasonable endeavours to resolve Defects and implement fixes in accordance with the timeframes stated therein.

5 **Milestone Achievement**

5.1 Milestone dates (where appropriate) shall be achieved when all Deliverables that are specified in Appendix *PCO Standard Delivery Service* to be delivered prior to achievement of the relevant milestone (together with any preceding milestones) have been accepted in accordance with paragraph 2 (*Acceptance Process*).

(A)

Attachment to Appendix – Defect Management Process

1. **The Buyer will include the following information in relation to any Defect raised with the Supplier (to enable triage, replication and diagnostics):**

    a. Environment
    b. Project Phase
    c. Priority
    d. Defect or Query?
    e. Justification
    f. Expected Result
    g. Actual Result
    h. Buyer Reference ID
    i. Supplier Reference ID
    j. Application ID - Supplier
    k. Application ID - Buyer
    l. Date of Application
    m. Time of Application
    n. Strategy Related?
    o. System Architecture Related?
    p. Which Enrichment Service(s) were Affected (if any)

    Note: additional information can be added to a defect record where considered useful.

2. **Defect Triage Process**

    a. Defect raised
    b. The Buyer's internal defect triage should take place to confirm the defect has sufficient information (see #1), is reproducible and is not a duplicate
    c. Defect triage call (attended by the Buyer and the Supplier) will be held to triage new defects raised, discuss ongoing fixes for existing defects (including deployment dates) and set defect priority/severity
    d. Key that correct people are involved in this call. The parties shall ensure that their representatives with appropriate subject matter expertise attend the defect triage call.
    e. The daily defect triage call will decide priority/severity of the defect, confirm that the defect has been raised with the required level of detail and which development team(s) it will be assigned to for fixing
    f. The daily defect triage call will discuss and agree timings of defect fix releases

3. **Supplier Test Defect Service Levels**

    a. The Supplier will provide resource with appropriate subject matter expertise ready to fix and test defects on a priority basis
    b. The Supplier will provide up to one scheduled release per test cycle during SIT and UAT where fixes are required for any Defects
    c. The Supplier will fix defects highlighted in red in table below, as soon as reasonably practicable and in any event within such timeframes as are agreed with the Buyer
    d. Clock will start on Service Levels once defect triage process has finished and defects are assigned

Severity \ Priority	1. Immediate	2. Highest	3. Normal	4. Low

1. Critical	Exceptional Drop	Exceptional Drop	Weekly Drop	Weekly Drop
2. Major	Exceptional Drop	Exceptional Drop	Weekly Drop	Weekly Drop
3. Minor	Weekly Drop	Weekly Drop	Weekly Drop	Weekly Drop
4. Trivial	Weekly Drop	Weekly Drop	Weekly Drop	Weekly Drop

Exceptional Drop	Additional "Exceptional" Drop (at a mutually agreed time)
Weekly Drop	Regular Drop (e.g. Every Thursday 3pm, TBC)

Priority and Severity Definitions

Severity	
Critical	The Defect affects critical functionality or critical data. It does not have a workaround. Example: Unsuccessful installation, complete failure of a feature.
Major	The Defect affects major functionality or major data. It has a workaround but is not obvious and is difficult. Example: A feature is not functional from one module but the task is doable if 10 complicated indirect steps are followed in another module/s.
Minor	The Defect affects minor functionality or non-critical data. It has an easy workaround. Example: A minor feature that is not functional in one module but the same task is easily doable from another module.
Trivial	The Defect does not affect functionality or data. It does not even need a workaround. It does not impact productivity or efficiency. It is merely an inconvenience. Example: Petty layout discrepancies, spelling/grammatical errors.
Priority	
Immediate	Must be fixed immediately (means: "Drop any other work"). Reports must have an assignee set in the "Assigned to" field, and both assignees and further affected parties (e.g. Engineering Management) should also be informed by private email, to be on the safe side.
Highest	Should be fixed as next task by maintainers and certainly before the next release. Reports should have an assignee set in the "Assigned to" field. At most a handful issues (preferably one) should have highest priority at the same time on any given component.
Normal	Medium priority; would be good to get fixed somewhere in the future. Contributed patches might speed fixing up.
Low	This can be fixed, but we're not going to worry about it. Patches very welcome and required for progress.

SUPPLIER TERMS AND CONDITIONS PART B

SUPPLIER TERMS AND CONDITIONS VERSION 5.1 ("TERMS AND CONDITIONS") ADOPTED: 02/2026

SECTION A: CORE TERMS

These Core Terms shall always apply.

1. PRIMARY OBLIGATIONS AND WARRANTIES

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

1.3. Each of the parties shall

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

1.3.2. ensure that its personnel, whilst on the premises of the other party, comply with that party's reasonable requirements governing security and health and safety as have been notified to it.

1.4. Each party warrants that:

1.4.1. it has the full power and authority to enter into this Call-Off Contract;

1.4.2. it has obtained and will continue to hold all necessary licences, consents, permits and 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 the Supplier will be invoiced monthly in arrears. All invoices are payable in cleared funds within 30 days after the date of the relevant invoice. If the Buyer (acting reasonably and in good faith) believes that the amount of any invoice submitted by the Supplier under this Call-Off Contract is incorrect, the Buyer shall notify the 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 the 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 the Supplier other than a Disputed Amount is not paid in cleared funds by its due date, subject to Clause 3.2, the Supplier shall be entitled to charge interest on the overdue amount at 2% per annum above Barclays Bank plc's base rate from time to time. Interest will accrue on a daily basis from the due date up to the date of actual payment, after as well as before judgment. In addition, the Supplier shall, on giving written notice to the Buyer, be entitled to suspend provision of the Services with immediate effect until the overdue amount is paid in full.

3.4. If under this Call-Off Contract the Buyer agrees in the Call-Off Contract to pay a minimum fee over any particular period, and it does not meet such minimum fee requirement in that period, the Supplier shall be entitled to invoice the Buyer for the difference between the relevant fees actually payable in respect of that period and such minimum fee. Any such amount shall be payable to the Supplier as a debt.

3.5. All sums referred to in this Call-Off Contract are exclusive of VAT or any other similar sales or turnover tax (if applicable); such taxes shall be payable on the same payment terms as apply to the sums to which the taxes relate.

3.6. The fees set out in the Call-Off Contract will be fixed, save that the 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. The Supplier's services are not intended to be used as the sole basis for any business decision, nor to relieve the Buyer of its obligation to comply with its own obligations under Applicable Law. Supplier Data is based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for the Supplier to guarantee. The Supplier's services also involve models and techniques based on statistical analysis, probability and predictive behaviour. The Buyer acknowledges that it is prudent to use, and it is responsible for using, the Services as one of a number of factors in its decision-making process, and for determining those other factors. Therefore, the Supplier will be liable if it fails to comply with its obligation under Clause 1.1.2 but the Supplier is not able to accept any other liability for:

4.1.1. any inaccuracy, incompleteness or other error in the Supplier Data which arises as a result of data provided to the Supplier by the Buyer or any third party; or

4.1.2. any failure of the Services to achieve any particular result for the Buyer or any Permitted User.

4.2. The Buyer agrees that it will:

4.2.1. use the Services, and/or 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 the Supplier or as otherwise permitted by law; and

4.2.4. only take such copies of the Supplier Materials as are reasonably required for the use of the Supplier Materials in accordance with this Call-Off Contract.

5. COMPLIANCE AND AUDIT

5.1. Each party shall in connection with the provision or use of the Services (as appropriate) comply with all Applicable Laws which are applicable to that party.

5.2. Each party shall permit the other (on reasonable notice and during normal working hours and (save where the party being audited is, or is reasonably suspected of being, in material breach of this Call-Off Contract) no more than once per Contract Year) to audit the first party's compliance with its obligations under this Call-Off Contract in relation to the use of any software, data or other materials. If either party wishes to carry out an additional audit in any Contract Year, it shall reimburse the party being audited for any costs reasonably and properly incurred in connection with supporting such additional audit. The party carrying out the audit shall:

5.2.1. observe the other party's procedures relating to the protection of confidential information about any clients or customers of the other party; and

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

5.3. User Access Devices are (where applicable) provided by the 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 the Supplier of any unauthorised use and/or disclosure of any User Access Device so that the Supplier can suspend or disable that User Access Device as appropriate. The Buyer shall remain liable for any and all fees for the Services incurred in connection with the use of any User Access Device, until the Buyer has informed the Supplier.

5.5. Each party will cooperate and share information with the other as reasonably necessary from time to time (including in circumstances where the parties may individually or collectively have caused 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, the 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 the Supplier with any materials the Supplier reasonably requests in order to conduct such an assessment. The Buyer is also obligated to report back to the Supplier any non-compliances with the Permitted Purpose and any usage rights or restrictions. In the event that in the 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. the 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 the 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, the 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 the Supplier will lift the suspension. Otherwise, the 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 5.6.2.2above.

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. The 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 the 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 the 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 the Supplier reasonably considers may cause consumer harm, the Supplier considers the Services to have become Affected Services the Supplier will be entitled to do one of the following (as applicable) on giving prior written notice to the Buyer (and the 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, bankers, lawyers and accountants solely for the purposes of providing professional advice and any other persons or bodies having a legal right or duty to have access to, or knowledge of, the Confidential Information in connection with the business of the recipient;

6.2.3. the recipient’s Group Companies for reasonable reporting purposes;

6.2.4. (in the case of the Buyer being the recipient) Permitted Users to the extent required to exercise the Permitted User Rights;

6.2.5. (in the case of the Supplier being the recipient), agents and/or sub-contractors of the Supplier who reasonably require it as a consequence of the performance of the Supplier’s obligations under this Call-Off Contract.

6.3. As a condition of the rights set out in Clause 6.2 the party wishing to exercise the rights must:

6.3.1. ensure that any person to whom it discloses Confidential Information is under an obligation of confidentiality which is substantially the same as set out in this Clause 6 in relation to such Confidential Information; and

6.3.2. procure that such persons observe the restrictions in this Clause 6.

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

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

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

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

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

6.4.5. is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body or in accordance with the rules of any recognised stock exchange.

6.5. The parties acknowledge that from time to time the parties may discuss the provision of additional and/or new products and services by the Supplier to the Buyer and/or that the Supplier may bid to provide new products and/or services to the Buyer (whether as part of a formal tender process or not). In such circumstances the parties agree that:

6.5.1. the terms of this Clause 6 shall apply to any such discussions or bid (including any documents issued in relation to the bid) and any ideas and output developed as part of those discussions and/or bid;

6.5.2. references in this Clause 6 to a recipient's obligations and the purposes of this Call-Off Contract shall be deemed to refer to the assessment of the provision of goods/services by the Supplier to the Buyer; and

6.5.3. the recipient shall return to the other party all materials containing the other party's Confidential Information immediately upon demand by the other party.

6.6. Where the Supplier processes Personal Data contained within Buyer Data, the terms of Clause 18 shall govern such processing and Personal Data contained within Buyer Data shall not therefore be considered Confidential Information for the purposes of this Clause 6.

7. INTELLECTUAL PROPERTY RIGHTS

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

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

7.3. Each party:

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

7.3.2. agrees that it will not, at any time, do, or omit to do, anything which is likely to prejudice the other party's ownership (or the other party's licensors' ownership) of such Intellectual Property Rights; and

7.3.3. agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the materials of the other party and agrees to incorporate any such proprietary markings in any copies it takes of such materials.

8. THIRD PARTY CLAIMS

8.1. Subject to Clause 8.2, each party shall fully indemnify the other party against:

8.1.1. any amounts paid by the indemnified party to any third party as a result of or in connection with any claim which that third party brings against the indemnified party alleging that its Intellectual Property Rights are infringed by the provision by the indemnifying party to the indemnified party of the indemnifying party's Materials or the use of the indemnifying party's Materials by the indemnified party as permitted by the terms of this Call-Off Contract; and

8.1.2. any associated legal expenses reasonably and properly incurred.

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

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

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

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

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

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

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

9. LIMITS ON LIABILITY

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

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

9.1.2. for personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors 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 any claims for the damage to or loss of tangible property (excluding claims for loss or corruption of, or damage to, data contained on any tangible media) shall be limited to £1 million per claim or series of claims arising from any one incident.

9.3. Except as provided in Clauses 9.1, 9.2, and 9.4, the liability of each party to the other in respect of any claims (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) brought under or in connection with this Call-Off Contract shall be limited as follows:

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

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

9.4. The limitations in Clause 9.3 shall:

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

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

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

9.5. Subject to Clause 9.1, neither party shall be liable to the other (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:

9.5.1. any indirect or consequential loss;

9.5.2. the following types of financial loss: loss of profits; loss of earnings; loss of business or goodwill; even if that party had notice of the possibility of the other party incurring such losses; or

9.5.3. the following types of anticipated or incidental losses: loss of anticipated savings; increase in bad debt; failure to reduce bad debt; even if that party had notice of the possibility of the other party incurring such losses.

10. TERMINATION

10.1. Either party shall be entitled to terminate this Call-Off Contract immediately by serving written notice on the other party in the following circumstances:

10.1.1. if the other party commits a material breach of any of its obligations under this Call-Off Contract which is not capable of remedy;

10.1.2. if the other party commits a material breach of any of its obligations under this Call-Off Contract which is not remedied within 28 days after receipt of a notice from the party not in breach specifying the breach, requiring its remedy and making clear that failure to remedy may result in termination;

10.1.3. if the other party has passed a resolution for its winding up or is subject to a petition presented to any court for its winding-up (save, in either case, for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is the subject of an application for administration, or a notice of intention to appoint an administrator, filed at any court, or is dissolved or declared bankrupt, or has a receiver, administrator or administrative receiver appointed over all or part of its assets, or enters into an arrangement with its creditors, or suspends or threatens to suspend payment of its debts or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986, or ceases to trade or takes or suffers any similar action;

10.1.4. upon becoming aware at any time that 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 the 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, the Supplier shall be entitled to terminate the Permitted User Rights immediately on serving written notice on the Buyer. In the event that the 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, the 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 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 the Supplier's request either return any Supplier Materials to the Supplier or destroy such materials and, if destroyed, provide a certificate stating that such materials have been destroyed; and

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

10.4. The obligations under Clause 10.3 shall not apply where it is necessary to retain any Confidential Information, Supplier Materials or Buyer Materials to exercise any rights granted under this Call-Off Contract which are intended to survive termination of this Call-Off Contract and/or to the extent that retention is required by law or any applicable governmental or regulatory authority, for audit requirements or handling of any consumer complaints, or where electronic records have been automatically backed up to a backup or recovery system in the ordinary course of business for disaster recovery purposes. The terms of this Call-Off Contract (including Clause 6 and 18) shall continue to apply to any information or materials retained.

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

11. FORCE MAJEURE

11.1. Neither party will be liable for any delay or failure in the performance of its obligations under this Call-Off Contract if such delay or failure is due to an event of Force Majeure.

11.2. If the Force Majeure persists for a period of 28 days or more, the party not claiming Force Majeure may give notice to the other to terminate this Call-Off Contract with effect from a date specified in the notice without penalty or other liability (except for any liability on the Buyer to pay accrued fees).

12. SEVERANCE

12.1. If any court or competent authority finds that any provision of this Call-Off Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Call-Off Contract shall not be affected.

12.2. If any invalid, unenforceable or illegal provision of this Call-Off Contract would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

13. NOTICES

13.1. Any notices to be sent by one party to the other in connection with this Call-Off Contract except for the service of Court proceedings shall be in writing and shall be sent by first class post (or equivalent service offered by the postal service from time to time) to either the addresses of each party as set out in this Call-Off Contract or to the registered office addresses of each party (and in the case of notices sent to the Supplier, with a copy to the Supplier’s Legal Department).

13.2. Notices shall be deemed to have been duly given two clear days after the date of posting.

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 Call-Off Contract between the parties (whether oral or written) relating to the same subject matter. Each party acknowledges that in entering into this Call-Off Contract it does not rely on, and shall have no remedies in respect of, any warranty or representation (whether made innocently or negligently) that is not set out in this Call-Off Contract. Nothing in this Clause shall limit or exclude any liability for fraudulent misrepresentations.

14.7. Except as expressly provided in Clause 19.1.2, a person who is not a party to this Call-Off Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Call-Off Contract. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Call-Off Contract are not subject to the consent of any other person.

14.8. Each party shall, at the reasonable request and cost of the other party, do whatever is reasonably required to give the other party the full benefit of all the provisions of this Call-Off Contract.

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

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

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

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

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

14.11. In this Call-Off Contract:

14.11.1. any reference to a statutory provision includes a reference to any modification or 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 Call-Off Contract 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. The Supplier grants the Buyer (subject to Clauses 4.2 and 10.5) a non-exclusive non-transferable licence to use any Supplier Materials provided as part of the Services for the Permitted Purpose on any licence terms identified in the Call-Off Contract. Such licence to use any Supplier Materials is granted to the Buyer for the benefit of the Buyer's UK business. The licence granted under this Clause is made separately in respect of each individual element of the Supplier Materials and commences on the day that each element of the Supplier Materials is first made available to the Buyer.

15.2. The use by the Buyer of any Services which are dependent upon data derived from a Data Sharing Scheme is conditional upon the Buyer complying with the relevant Data Sharing Scheme Rules which are in force from time to time 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, the Supplier shall be entitled to discontinue the provision of any and all Services which utilise data from the relevant Data Sharing Scheme.

15.4. The licence granted pursuant to Clause 15.1 does not permit, and therefore the Buyer shall not use, or allow any third party to use, Supplier Materials to develop, improve, train, validate or benchmark any artificial intelligence, machine learning or similar technologies, systems and agents (all collectively **"AI Technologies")**.

15.5. Any technology, information, data or materials created using the Supplier Materials in breach of this Clause shall be owned by the Supplier, treated as Supplier Confidential Information and the Buyer hereby assigns all Intellectual Property Rights in the same to the Supplier.

15.6. The Supplier's rights under Clause 5 shall apply to assessing the Buyer's compliance with Clause 15.4.

16. BUYER OBLIGATIONS

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

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 the 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 the Supplier.

17. USE OF BUYER MATERIALS

17.1. The Buyer grants the 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 the Supplier under statute and/or regulation.

18. DATA PROTECTION

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

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

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

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

18.4.1. the 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 the Supplier is required to process the Buyer Data to comply with Applicable Law (in which case, the 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. (subject to the authorisation granted under Clause 18.4.4) Buyer authorises the international transfer of Buyer Data where (i) reasonably necessary for the performance, maintenance or support of the Services; or (ii) where the Supplier is required to conduct an international transfer in order to comply with Applicable Law (in which case, the Supplier shall inform the Buyer of that legal requirement before processing, unless Applicable Law prohibits such communication on important grounds of public interest);

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

18.4.4. Buyer provides general authorisation to the Supplier's use of Sub-processors to provide Processing activities on Buyer Data on behalf of the Buyer. The details of the Supplier's current Sub-processors are available via the following link: https://www.experian.co.uk/crain/data-sub-processors. In the event that the Supplier adds or replaces any Sub-processors during the term of this Call-Off Contract, the 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 the Supplier of its obligations under this Call-Off Contract.

18.4.5. the Supplier shall ensure that where the 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. the Supplier shall take into account the nature of the Processing the 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. the 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 the Supplier carries out, and the information available to the Supplier, in its capacity as a Processor of Buyer Data;

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

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

18.4.11. the 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 the Supplier, the Buyer agrees as follows:

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

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

SECTION D: DEFINITIONS

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

Word or Expression	Meaning
Affected Services	Services which the 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 the Supplier providing the Services as contemplated by this Call-Off Contract, and for such other purposes as the parties may agree from time to time;
Word or Expression	Meaning
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 the Supplier in connection with this Call-Off Contract but excluding any data supplied to the Buyer by the Supplier;
Buyer Materials	Any of the items provided to the Supplier by the Buyer in connection with this Call-Off Contract and includes Buyer Data;
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, clients 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 the the Supplier and/or its sub-contractors pursuant to (and/or as a consequence of) the Services, including search footprints but excluding the Buyer Materials themselves;
Documentation	Any or all of the 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 the Supplier to the Buyer in connection with this Call-Off Contract but excluding the Buyer Data;
Supplier Materials	Software and any materials, Documentation, Scorecards or other items developed and/or licensed by the Supplier to the Buyer in connection with this Call-Off Contract and includes Supplier Data;
Force Majeure	Any act of government or state, civil commotion, epidemic, fire, flood, industrial action or organised protests by third parties, natural disaster, war, failure of payment systems, or any event beyond the reasonable control of the party claiming to be excused from performance of its obligations;
Group Company	any company which is in relation to the Supplier or (as the case may be) the Buyer, a subsidiary, holding company or subsidiary of a holding company as the terms “subsidiary” and “holding company” are defined by section 1159 of the Companies Act 2006. “Supplier Group Company” and “Buyer Group Company” shall be interpreted in this way;
Initial Contract Value	The greater of (1) the amounts (excluding VAT) payable by the Buyer under this Call-Off Contract in the first Contract Year as specified in the Call-Off Contract; and (2) the amounts (excluding VAT) actually paid by the Buyer under this Call-Off Contract in the first Contract Year;
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;
Word or Expression	Meaning

Relevant Index	(i) in respect of man day rates the relevant managerial and/or professional band of the HAY Index produced by The HAY Group Management Limited (Company No 763575) based on the financial provincial scales for systems staff in the managerial and professional bands as the case may be; and (ii) in respect of all other fees the U.K. All Items index of the Retail Prices Index as published by the Office for National Statistics (or its successor from time to time), or any official index replacing it; If any of indices referred to in (i) or (ii) above ceases to be published then a broadly equivalent index (as may be reasonably determined by the Supplier) will be used as a substitute;
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	Means 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 the Supplier to the Buyer under or in connection with this Call-Off Contract, including the provision and grant of licences in respect of any Supplier Data and/or Supplier Material;
Specification	Any document identified as a specification in the Call-Off Contract (as such document is updated by Call-Off Contract between the parties from time to time), or if none, the 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 the Supplier or any of its sub-contractors) appointed by or on behalf of the Supplier to process Personal Data on behalf of the 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 the Supplier and used by the Buyer to access the Services.