

Thank you for considering Sagacity Solutions Ltd.

1) How to Use This Legal Pack. This document brings together our legal terms in one place, so you can easily understand how they apply to the services you choose to purchase.

2) What's in this PDF? This PDF contains **two legal documents**, each designed to support different types of services:

- **Legal Document 1: Master Services Agreement ("MSA")**

This document applies primarily to **Services 1, 2 and 3** (as set out in the below table), where those services are included in your order.

- **Legal Document 2: Terms of Business – End User**

This document applies primarily to **Services 4 and 5** (as set out in the below table), where those services are included in your order.

Depending on the services you select, one or both documents may apply to your relationship with us.

3) Table of Services

No.	Service Title	Legal Document
1	Specialised Consultancy Services	MSA
2	Debt Management Platform	MSA
3	Customer Intelligence Platform for Public Services	MSA
4	Data Management and Customer Segmentation	Terms of Business – End User
5	Data Quality and Data Management	Terms of Business – End User

4) Which document should I read? To keep things simple:

- If you are purchasing **Services 1, 2 and/or 3**, you should focus first on **Legal Document 1: Master Services Agreement**.
- If you are purchasing **Services 4 and/or 5**, you should focus first on **Legal Document 2: Terms of Business – End User**.

That said, both documents form part of the overall legal framework governing our services, and we may rely on either document where relevant, even if one is more closely aligned to the services you are purchasing.

5) Why are there two documents? Different services raise different legal and operational considerations. Rather than overloading a single document with complex provisions that may not be relevant to all customers, we have separated the terms to make them clearer and easier to navigate, while still ensuring appropriate protections for both parties.

6) What if something isn't clear? If you have any questions, or would like to discuss how these terms apply to your specific use of the services, we're very happy to talk this through with you at the point of sale. Our goal is to be transparent and straightforward, and to make sure you are comfortable with how the legal terms support the services you are receiving.

7) Important note. These legal documents form part of our contractual terms and apply alongside any additional required terms and/or other commercial agreement entered into between us.



Master Services Agreement

[Subject to Contract - dependent on the Services provided]

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Master Services Agreement

BETWEEN

- I. **[Insert G-Cloud entity name]**, a company registered in **[Insert country of registration]** whose registered address is **[Insert registered address]** (the “**Client**”); and
- II. SAGACITY SOLUTIONS LIMITED, a company registered in England & Wales with registered number 05526751 whose registered office is at 120 Holborn, London, EC1N 2TD (the “**Supplier**”),
(each a “**party**” and together the “**parties**”).

RECITALS

- a) The Supplier is a market leading provider of data solutions and software-based services.
- b) The Client has requested the Supplier supply the Services (as defined below) in accordance with the terms and conditions below including each applicable Schedule and each Statement of Work (which together constitute the “**Agreement**”).

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall have the following meanings: -

“Agreement”	has the meaning ascribed to it in the Recitals;
“Authorised Sub-Processors”	means the sub-processors listed in Appendix 1;
“Business Day”	means a day (other than a Saturday, Sunday or public holiday in United Kingdom);
“Change Request”	means a written request issued by the Client to request any modification, amendment or change to the Deliverables, Services or a Statement of Work;
“Client Terms”	means the terms to be accepted by the Client in relation to data supplied by Supplier or Third Party Data Providers;
“Confidential Information”	means all information not publicly known and which relates to the relevant party's business, products, customers or financial or other affairs including (without limitation) the Client details, information concerned with the operation of any process, trade secrets, the marketing of any products or services, formulae, drawings, designs and any Intellectual Property Rights and all information designated as confidential or which ought reasonably to be considered confidential;
“Data Breach”	has the meaning ascribed to it in clause 12.8 of this Agreement;
“Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);
“Deliverables”	means all documents, products, materials or other deliverables to be provided as part of the Services as specified in the Statement of Work(s);
“Effective Date”	means [Insert date the Agreement is entered into] ;
“Fees”	means the fees to be charged by the Supplier and agreed with the Client as set out in each applicable Statement of Work;
“Force Majeure Event”	has the meaning ascribed to it in clause 9 of this Agreement;
“Intellectual Property Rights”	means all intellectual property rights including any copyright, rights in trademarks, trade names, logos, patents, moral rights, know-how, database rights, methodologies, rights in confidential information, trade secrets, whether or not registered or registerable and including any representations

and applications for registration of their rights and all other intellectual property rights and equivalent or similar rights existing anywhere in the world;

“Software”	means any software owned and/or provided by the Supplier, including, without limitation, the range of software products developed and/or made available by the Supplier;
“Schedule”	means the schedules to this Agreement which detail the terms and conditions governing the supply of different Services provided by the Supplier (or its sub-contractors);
“Services”	means the Services to be provided by the Supplier (or its sub-contractors) (including, if applicable any software licences or SaaS services) described in this Agreement and set out in a Statement of Work;
“Supplier Intellectual Property Rights”	has the meaning ascribed to it in clause 11.1;
“Statement of Work”	means each statement of work executed by the parties in accordance with clause 4 in respect of Services to be provided;
“Technical Specification”	means the technical set of guidelines provided by the Supplier to the Client from time to time which set out how the Client should use the Software;
“Timetable”	means the timetable and/or time lines set out (if applicable) in each Statement of Work for the provision of Services;
“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
“VAT”	Value-added tax; and
“Working Hours”	means 9am to 5.00pm on a Business Day.

1.2 In this Agreement (except where the context otherwise requires):

- (a) a reference to:
 - (i) any party includes its successors in title and permitted assigns;
 - (ii) a “person” includes any individual, firm, body corporate, association or partnership, government or state or agency of a state, local authority or government body or any joint venture association or partnership (whether they have a separate legal personality);
 - (iii) a “company” shall be construed so as to include any company, corporation or body corporate, wherever and however incorporated or established;

- (iv) a clause, sub-clause, paragraph, sub-paragraph, or schedule, unless otherwise specified, is a reference to a clause, sub clause, paragraph sub paragraph of or schedule to this Agreement;
 - (v) the singular includes the plural and vice versa and references to one gender include all genders;
 - (vi) “day” shall mean a period of twenty-four (24) hours running from midnight to midnight;
 - (vii) a “month” shall mean a calendar month; and
 - (viii) any other document referred to in this Agreement is a reference to that document as amended varied, novated or supplemented at any time;
- (b) a reference to a statute or statutory provision shall be construed as a reference to the laws of the United Kingdom unless otherwise specified and includes:
- (i) any subordinate legislation made under it including all regulations, by-laws, orders and codes made thereunder;
 - (ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and
 - (iii) any statute or statutory provision which modifies, consolidates, re- enacts or supersedes it;
- (c) Any phrase introduced by the terms “including, “include” and “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (d) Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2 SUPPLIER’S OBLIGATIONS

- 2.1 In consideration of the Fees, the Services shall be performed by the Supplier and the Deliverables delivered in accordance with the terms and conditions of this Agreement (including any instructions issued by the Client in the form of agreed Change Requests).
- 2.2 The Supplier shall provide the Services in accordance with the Timetable or such other revised timescales as may be agreed in writing from time to time between the Client and the Supplier.
- 2.3 Without prejudice to Clause 2.2 above, the Supplier will use reasonable endeavours to inform the Client of any circumstances where it has reason to believe that the Services will not be provided in accordance with the relevant Timetable.
- 2.4 The Supplier warrants that it has the full power to enter into and perform this Agreement.
- 2.5 The Supplier shall:
- 2.5.1 use reasonable endeavours to ensure that it provides personnel who are experienced, qualified,

- competent and trained in the areas and matters which relate to the products and/or services they are to provide;
- 2.5.2 perform the Services with reasonable care and skill and in accordance with standard commercial practices and standards;
- 2.5.3 allocate sufficient resources to the Services to enable it to comply with its obligations under this Agreement;
- 2.5.4 observe, and shall ensure that its personnel observe all health and safety rules and regulations and any other safety rule and regulations and any other security requirements that apply at the Client's premises;
- 2.5.5 obtain and shall maintain throughout the term of this Agreement policies of insurance [which are sufficient to meet the liabilities that the Supplier may incur under or in connection with this Agreement]. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Agreement;
- 2.5.6 use the Software and/or receive the Services in compliance at all times with the Technical Specification; and
- 2.5.7 carry out its obligations under this Agreement in accordance with all relevant laws and regulations.

3 CLIENT'S OBLIGATIONS

3.1 The Client shall:

- 3.1.1 co-operate with the Supplier in all matters relating to the provision of the Services including, without limitation, making available all relevant personnel of the Client who the Supplier may reasonably need to liaise with in order to provide the Services;
- 3.1.2 provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as required by the Supplier including any such access as is specified in a Statement of Work;
- 3.1.3 provide to the Supplier in a timely manner all documents, data sources, information, items and materials in any form (whether owned by the Client or a third party) required under a Statement of Work or otherwise reasonably required by the Supplier in connection with the Services and ensure that they are accurate and complete in all material respects;
- 3.1.4 inform the Supplier of all health and safety and security requirements that apply at any of the Client's premises or in connection with provision of the Services;
- 3.1.5 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Services; and
- 3.1.6 maintain a back-up of all data that it provides to the Supplier.

3.2 The Supplier will not be in breach of this Agreement, nor be responsible for any delay, to the extent its

failure or delay in performing an obligation is a result of the Client not fulfilling any of its obligations set out this Agreement.

- 3.3 The Client acknowledges and agrees that the Supplier provides no warranty or assurance in respect to the accuracy of any third party data that may be used as a reference in providing the Services including, without limitation, any third party list or database used as a reference to check the accuracy of any Deliverables.

4 SCHEDULES AND STATEMENTS OF WORK

- 4.1 The Client shall sign each applicable Schedule **[Subject to Contract - dependent on the Services provided]**, Statement of Work and/or Client Terms to these terms and conditions.
- 4.2 Each Statement of Work shall be agreed in the following manner:
- 4.2.1 the parties shall meet to discuss the provision of certain services by the Supplier to the Client and the Client shall provide the Supplier with as much information as the Supplier reasonably requests in order to, if it so wishes, prepare a draft Statement of Work for the requested Services;
 - 4.2.2 in the event the Supplier receives a request for proposal from the Client, following receipt of the information requested from the Client, the Supplier shall, as soon as reasonably practicable either:
 - 4.2.2.1 inform the Client that it declines to provide the requested Services; or
 - 4.2.2.2 provide the Client with a draft Statement of Work.
 - 4.2.3 if the Supplier provides the Client with a draft Statement of Work pursuant to clause 4.2.1 or 4.2.2 the Supplier and the Client shall discuss and agree that draft Statement of Work, which shall describe the scope of the Services to be provided, the Deliverables and the applicable Timetable; and
 - 4.2.4 both parties shall sign the draft Statement of Work when it is agreed.
- 4.3 Each Statement of Work signed by the parties in accordance with clause 4.2 shall be part of this Agreement and shall not form a separate contract to it

5 VARIATIONS TO SERVICES

- 5.1 Where either party wishes to request any modifications, amendments or changes to the Deliverables, Services or a Statement of Work, including, without limitation, where modifications result in any increase in the cost of provision of the Services to the Supplier, it will notify the other party of that fact by sending a Change Request to that party's appropriately appointed representative, specifying the nature of the modification, amendment or change in as much detail as is reasonably practicable.
- 5.2 The party in receipt of the Change Request shall within ten (10) days of its receipt from the notifying party, provide a response to the Change Request.
- 5.3 In the event the Supplier is the party in receipt of the Change Request under clause 5.2, it shall set out in

its response, proposed changes to the Services, Deliverables, and Fees, as well as a revised Timetable for the implementation of the modification, amendment or change concerned and the resources needed to implement such modification, amendment or change.

- 5.4 Neither party will have any obligation to commence work or make any payment in connection with any modification, amendment or change until such changes are agreed by the parties in writing.

6 FEES AND PAYMENTS

- 6.1 The Client will pay the Supplier the Fees, in addition to any applicable VAT, in accordance with the terms of any applicable Schedule and approved Statement of Work.
- 6.2 Notwithstanding anything to the contrary in a Statement of Work, the Fees shall automatically increase on an annual basis to account for inflation by 5% with effect from each anniversary of the date of this Agreement.
- 6.3 The Supplier shall be entitled to charge the Client in respect of: (i) any expenses; and (ii) incremental costs, which it incurs in providing the Services provided that they are reasonable.
- 6.4 Unless otherwise stated in a Statement of Work, Fees for Services will be paid by the Client within 30 days of receipt of an invoice, to a bank account nominated by the Supplier. If the Client fails to pay an invoice in accordance with this clause, then the Supplier shall be entitled to charge interest on any outstanding sum at a rate of 3% per annum above the base rate of Barclays Bank from the date due until paid in full.
- 6.5 All fees are payable in the currency set out in the applicable Statement of Work.

7 TERM AND TERMINATION

- 7.1 The Agreement shall come into effect on the Effective Date and shall continue until terminated in accordance with this clause 7. Termination of any Statement of Work shall be subject to the terms therein.
- 7.2 Either party may terminate this Agreement with immediate effect by serving written notice on the other if:
- 7.2.1 the other commits any material breach of this Agreement which, if capable of remedy, is not remedied within 60 days of notice from that party specifying the breach and requiring its remedy;
 - 7.2.2 the other party is affected by a Force Majeure Event which continues for a period of three months and which prevents the other party from performing all, or a material part of, its obligations under this Agreement;
 - 7.2.3 the other party convenes a meeting of creditors;
 - 7.2.4 a proposal is made in relation to the other party for a voluntary arrangement under Part 1 of the Insolvency Act 1986;
 - 7.2.5 a proposal is made for any other composition, scheme or arrangement with (or assignment for the benefit of) the other party's creditors;

- 7.2.6 the other party is unable to pay its debts within the meaning of section 123 Insolvency Act 1986;
 - 7.2.7 a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the assets of the other party; and/or
 - 7.2.8 a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding-up of the other party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).
- 7.3 The Supplier shall be permitted terminate this Agreement with immediate effect if:
- 7.3.1 the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
 - 7.3.2 there is a change of control of the Client (where “control” shall have the meaning ascribed to it in s1124 Corporation Tax Act 2010).

In the event the Client no longer has any active Statements of Work, either party shall be permitted to terminate this Agreement on 30 days' written notice.

8 CONSEQUENCES OF TERMINATION

- 8.1 On termination of this Agreement:
- 8.1.1 all existing Statements at Work shall terminate automatically;
 - 8.1.2 the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and any applicable interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt; and
 - 8.1.3 each party shall on request return any of the other party's materials which are still in its possession (which, for the avoidance of doubt, does not include any Deliverables);
- 8.2 Termination of this Agreement for any reason shall be without prejudice to the rights and remedies of either party which may have arisen on or before termination.
- 8.3 In the event of termination of this Agreement for any reason, the provisions of this Agreement shall continue to bind each party insofar as and for as long as may be necessary to give effect to their respective rights and obligations.

9 FORCE MAJEURE

No cause of action will arise if the discharge of any duty is prevented or delayed, or accrual of any liability on the part of either party is occasioned, as the case may be, by any event beyond the reasonable control of that party including any of the following: act of God, governmental act, war, fire, flood or other natural disaster, explosion or civil commotion, area specific failure in information technology or telecommunications services, and industrial action (a “**Force Majeure Event**”).

10 LIABILITY

- 10.1 Subject to clause 10.3, neither party shall in any circumstances have any liability to the other party, whether such liability arises in contract, tort (including negligence) or otherwise for:
 - 10.1.1 any indirect, special or consequential damages, loss, costs, claims or expenses of any kind;
 - 10.1.2 loss of profits;
 - 10.1.3 loss of anticipated savings;
 - 10.1.4 loss of business opportunity;
 - 10.1.5 loss of or damages to reputation or goodwill; and/or
 - 10.1.6 loss or corruption of data.
- 10.2 Subject to clause 10.3, the total aggregate liability of either party in relation to claims arising in connection to a Statement of Work, whether in contract, tort (including negligence) or otherwise arising out of or in connection with this Agreement shall in no circumstances exceed the lesser of the total Fees paid to the Supplier under the Statement of Work to which a claim relates to or £1,000,000.
- 10.3 The exclusions and limitations of liability in this Agreement shall not apply in respect of any loss suffered by either party arising out of:
 - 10.3.1 the fraud and/or fraudulent misrepresentation of the party seeking to rely on the exclusion or limitation;
 - 10.3.2 death or personal injury resulting from negligence on the part of the party seeking to rely on the exclusion or limitation; and
 - 10.3.3 any liability which cannot legally be excluded or limited.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 Unless agreed in writing with the Supplier in a Statement of Work or otherwise, the Supplier retains all Intellectual Property Rights in or relating to any and all Deliverables created by the Supplier (the **"Supplier Intellectual Property Rights"**).
- 11.2 Subject to clause 11.3, the Supplier hereby grants to the Client a non-exclusive, non-transferable and royalty-free licence to use in perpetuity any Deliverables incorporating or based upon Supplier Intellectual Property Rights and created or developed specifically for the Client in the course of provision of the Services solely for the Client's internal business purposes. The Client may not share any of the Supplier Intellectual property Rights licensed to the Client under this clause 11.2 with any third party without the express prior written consent of the Supplier.
- 11.3 The Client acknowledges and agrees that nothing in this Agreement transfers to the Client any ownership in or over any of the Software and, in the event the Client is licensed to use such Software, such use shall be strictly in accordance with the terms set out in the relevant Schedule to this Agreement.
- 11.4 All materials, correspondence, records, documents and other tangible items which are provided by the Client

to the Supplier or which are made, used or held by the Supplier which relate directly or indirectly to the Services but are not Supplier Intellectual property Rights shall belong to and remain the absolute property of the Client.

- 11.5 The Client hereby grants to the Supplier a non-exclusive, royalty-free licence to use, copy, operate and process such materials for the purposes of performing the Services. The Supplier shall limit use of and access to such materials to persons directly involved in the provision of the Services to the Client.
- 11.6 Subject to clause 13 and to the foregoing sub-clauses of this clause 11, the Supplier shall be entitled to use and/or develop the knowledge, experience and skills of general application gained in the course of the provision of the Services to provide and enhance its provision of services.
- 11.7 Where the Deliverables contain data or data derived from data belonging to the Supplier or licensed to the Supplier by a Third Party Data Provider then the Client agrees to be bound by the provisions of Clause 11.8 and where there is a conflict between Clause 11.8 and the other provisions of this Agreement the terms of Clause 10.8 shall prevail.
- 11.8 The Client acknowledges that:
 - 11.8.1 The use by the Supplier of the data generated by Supplier or Third Party Data Providers is subject to terms and conditions;
 - 11.8.2 Pursuant to those terms and conditions the Supplier is under an obligation to procure that any recipient of data derived from such third party data or Supplier data accepts the relevant Client Terms (as appropriate) annexed to this Agreement as Appendix 2;
 - 11.8.3 By its acceptance of the Deliverables the Client accepts and agrees to be bound by the Client Terms (as appropriate);
 - 11.8.4 Third party data is received from a wide range of third parties in the public and private sectors that neither the Supplier nor a Third Party Data Provider controls in particular in relation to the accuracy, currency and completeness of such data;
 - 11.8.5 Given the volume and nature of the information supplied, it makes it impracticable and prohibitively expensive for the Supplier or any Third Party Data Provider to verify the accuracy, currency and completeness of such data; and
 - 11.8.6 if the Supplier or any Third Party Data Provider were to attempt to verify such data, it would only be able to be supplied to the Client at significantly increased cost.
- 11.9 The parties agree that:
 - 11.9.1 Neither the Supplier nor any Third Party Data Provider gives any warranty, nor makes any representation, as to the accuracy, reliability or fitness for purpose of the data supplied to Client;
 - 11.9.2 In recognition of the above, neither the Supplier nor any Third Party Data Provider shall in any circumstances be liable for any loss or damage arising from any inaccuracies, faults or omissions in, or in the provision of, the data supplied to Client except to the extent caused by the Supplier's or the Third Party Data Provider's negligence or wilful default.

12 DATA PROTECTION

- 12.1 In this clause 12, the terms “**data controller**”, “**data processor**”, “**personal data**”, “**process**” and

“**processing**” and “**sensitive personal data**” shall be as defined in the Data Protection Legislation. The Client and the Supplier acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Supplier is the data processor in respect of any personal data which the Supplier processes on behalf of the Client in connection with the provision of the Services. In respect of any personal data supply by Supplier to Client, the Client and the Supplier acknowledge that the status of the parties as data controller and data processor of such personal data shall be set out separately in the Client Terms or Statement of Work. The Supplier shall process the Client's personal data only in accordance with the Client's instructions from time to time and shall not process the personal data for any purposes other than those expressly authorised by the Client (which, for the avoidance of doubt, includes the provision of the Services in accordance with this Agreement).

- 12.2 The Supplier shall take all reasonable steps and appropriate technical, organisational and security measures in line with good industry practice to protect against unauthorised access of, accidental loss of, destruction of or damage to the Client's personal data and Confidential Information which comes into its possession or control in the course of providing the Services and to limit access to staff necessary for the provision of the Services, having taken reasonable steps to ensure the reliability of any persons with such access.
- 12.3 If any part of the Client's personal data ceases to be required by the Supplier for the performance of its obligations under this Agreement, the Supplier will return to the Client or, at the Client's discretion, destroy such personal data as may be in the Supplier's possession or control and which either is no longer required by the Supplier or relates to a Statement of Work that has expired or terminated.
- 12.4 The Supplier shall not transmit the Client's personal data to a country or territory outside the United Kingdom or European Economic Area without the Client's prior written consent.
- 12.5 The Client represents and warrants that any personal data provided to the Supplier does not and will not include sensitive personal data, and Client has not and shall not upload or transmit to the Supplier any sensitive personal data. The Client acknowledges and agrees that the Supplier's systems are not intended for management or protection of sensitive personal data and may not provide adequate security for such data.
- 12.6 The Supplier shall implement and maintain a program for managing unauthorised disclosure or exposure of Client personal data stored by or accessible through the Services (a “**Data Breach**”). In the event of a Data Breach, or in the event that Supplier suspects a Data Breach, the Supplier shall:
 - 12.6.1 promptly notify the Client to enable the Client to comply with its obligations under Data Protection Legislation; and
 - 12.6.2 cooperate with the Client, relevant supervisory authorities and law enforcement agencies, where applicable, to investigate and resolve the Data Breach.
- 12.7 The Client consents to Supplier appointing any of the Authorised Sub-Processors for the purposes of processing personal data in connection with the performance of its obligations under this agreement.
- 12.8 Save as set out under clause 12.10 below, the Supplier will notify the Client via email if it wishes to add or replace any Authorised Sub-Processor (an “Additional Sub-Processor”). The Client shall have 45 days from the date of the Supplier's notice to object, via email to contractnotices@sagacitysolutions.co.uk, to the appointment of an Additional Sub-Processor (an “Objection Notice”). The Client shall only give an Objection Notice if it has a reasonable ground such as lack of data protection or security to do so. If no Objection Notice is received from the Client within 45 days from the date of the Supplier's notice, the Client shall be deemed to have given consent to the Additional Sub-Processor whereupon they shall become an Authorised Sub-Processor. If the Client gives an Objection Notice, the Supplier will consider the Objection Notice and aim to provide the Client with a decision within 20 days.

- 12.9 If Supplier appoints an Authorised Sub-Processor, Supplier shall remain responsible under this Agreement.
- 12.10 Supplier may appoint an Additional Sub-Processor immediately if necessary for business continuity or legal compliance. In this case, Supplier will notify the Client after such appointment and provide an opportunity to object in a similar manner to clause 12.8 above.

13 CONFIDENTIALITY

- 13.1 Neither party may use the other party's Confidential Information for any purpose other than in accordance with this Agreement or disclose to any other person, except with the prior consent of the other party, the contents of this Agreement or use or disclose any of the Confidential Information of the other except:
- 13.1.1 when required to do so by law or any regulatory authority, but in those circumstances, where permitted by law or the regulatory authority, it will give the other party prompt written notice; and
 - 13.1.2 to its (or any of its parent companies) employees, contractors, directors, agents or advisers whose duties reasonably require such disclosure, on condition that the party making such disclosure ensures that each such person is informed of the obligations of confidentiality under this Agreement and complies with those obligations as if they were bound by them.
- 13.2 A breach of this clause 13 which is not capable of remedy shall be deemed a material breach of this Agreement.

14 PUBLICITY & BRANDING

- 14.1 Each party may state in its publicity and marketing materials that the other is a provider or Client of the services as described in this Agreement without referencing company sensitive or confidential data.
- 14.2 The Client agrees to cooperate fully (including, without limitation, to provide win releases, testimonials, press releases and case studies) with Sagacity for publicity and marketing purposes relating to the products and services it has acquired as described in this Agreement.

15 EMPLOYEES

To the extent the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") apply upon the Supplier commencing provision of the Services, the Client hereby agrees to indemnify and shall keep indemnified the Supplier against all and any liabilities, obligations, loss, claims, (including any costs relating to settlement and/or termination of transferring employees' employment), expenses (including legal costs and expenses), actions, proceedings, claims, demands, damages or awards (including sums paid in settlement of the same) incurred by the Supplier by reason of any claim under TUPE or any claim arising out of or in connection with any failure by the Supplier to comply with its obligations under TUPE as a consequence of its provision of the Services.

16 NON-SOLICITATION

Neither party shall (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the provision of the Services during the term of this Agreement or for a further period of 12 months after the termination of this Agreement unless any such person responds to a general advertisement of employment.

17 DISPUTE RESOLUTION

- 17.1 The parties shall attempt in good faith to resolve a dispute or claim arising out of, or in connection with, this Agreement or in respect of the legal relationships established by this Agreement prior to beginning court action.
- 17.2 Nothing in this clause 17 shall restrict the right which either party may have to seek injunctive relief in respect of a breach of this Agreement.

18 ASSIGNMENT AND SUB-CONTRACTING

- 18.1 The Client shall not, without the prior written consent of the Supplier, assign any of its rights, or sub-contract, delegate or transfer any of its obligations under this Agreement.
- 18.2 The Supplier shall be permitted to sub-contract its obligations under this Agreement. The Supplier shall remain responsible to the Client for the supply of the Services notwithstanding the appointment of any sub-contractor.

19 THIRD PARTY RIGHTS

The parties do not intend this Agreement or any part of it to be enforceable by any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.

20 NO PARTNERSHIP

Nothing in this Agreement will be deemed to constitute a partnership between the parties, nor constitute either party the agent of the other party for any purpose.

21 WAIVER

No right, power, privilege or remedy conferred by any provision of this Agreement is intended to be exclusive of any other right, power, privilege or remedy (whether under any other provision of this Agreement, at law, in equity or otherwise). The exercise or waiver, in whole or in part, of any right, remedy or duty provided for in this Agreement will not constitute the waiver of any prior, concurrent or subsequent right, remedy or duty within the

Agreement. Failure or neglect by either party to enforce at any time any of the provisions of this Agreement shall not be construed as nor shall be deemed to be a waiver of that party's rights nor in any way affect the validity of the whole or any part of this Agreement nor prejudice that party's right to take subsequent action.

22 NOTICES

- 22.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
 - 22.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 22.1.2 sent by email to the address specified to the addresses specified below:
 - 22.1.2.1 Sagacity: contractnotices@sagacitysolutions.co.uk; and
 - 22.1.2.2 Client: **[insert email address]**.
- 22.2 Any notice shall be deemed to have been received:
 - 22.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 22.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting;
 - 22.2.3 if sent by email, at 9.00 am on the next Business Day after transmission.
- 22.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23 VARIATIONS

- 23.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

24 SEVERABILITY

- 24.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect or impair:
 - 24.1.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - 24.1.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

25 ENTIRE AGREEMENT

- 25.1 This Agreement and associated Appendices/Schedules/Statement of Work/Client Terms constitute the

entire agreement between the Parties in connection with the subject matter of this Agreement, and supersedes all prior oral and written agreements, understandings, representations and correspondence.

25.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

25.3 Nothing in this clause shall limit or exclude any liability for fraud.

26 CONFLICT OF TERMS

If there is an inconsistency between any of the provisions of this Agreement, the provisions of each applicable Statement of Work shall prevail, followed by the terms of the Schedules, over these terms and conditions (except where expressly stated otherwise in these terms and conditions).

27 COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

28 GOVERNING LAW AND JURISDICTION

This Agreement will be construed in accordance with the laws of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

APPROVAL

IN WITNESS: whereof the parties hereto have executed this Agreement through their duly authorised representatives on the dates set forth below:

Signed for and on behalf of

[insert G-Cloud entity name]

By its duly authorised representative:

Signed for and on behalf of

Sagacity Solutions Limited

By its duly authorised representative:

Signed by:

Signed by:

Name:

Name:

Title:

Title:

Date:

Date:

Appendix 1

Sagacity Solutions Limited - Authorised Sub-Processors

Authorised Sub-Processor	Purpose of Processing	Data Type Processed	Processing Location(s)	Safeguards
AWS (Amazon Web Services)	IaaS hosting, data processing, storage and compute	May include end-Client PII and client datasets	UK/EEA	AWS's GDPR Data Processing Addendum ("DPA") (including Standard Contractual Clauses ("SCCs")) applies to any limited transfers outside the UK/EEA. Note: AWS commits not to move customer content outside the UK/EEA unless instructed, but SCCs apply for limited ancillary transfers (e.g. support)
Databricks	PaaS data processing, storage and compute	May include end-customer PII and derived analytics	Deployed on AWS regions in UK/EEA	Databricks DPA (incorporating SCCs) applies. Data processed in UK/EEA regions only
Microsoft (Azure / O365)	SaaS business applications (email, docs, collaboration), data storage and compute (Azure workloads)	Usually client employee PII (e.g. names, email addresses); may include end-customer PII if using Azure-based workloads	UK	Microsoft GDPR terms and SCCs. Note: Microsoft's GDPR terms and SCCs cover any support-related transfers outside UK/EEA
Sigma (sigmacomputing.com)	Embedded data visualisation and analytics for client data	May include end-customer PII depending on data visualised. For clients using Sagacity's Customer Intelligence Platform, Sigma may process website visitor PII (i.e. usernames, emails, login events)	Deployed on AWS regions of UK/EEA	Sigma DPA (incorporating SCCs). Deployed on AWS UK/EEA regions
Clerk (clerk.com)	Identity and authentication for users of client platforms	For clients using Sagacity's Customer Intelligence Platform and creating user accounts, Clerk may process website visitor PII (i.e. usernames, emails, login events)	US	Clerk DPA. Certified under the EU-U.S. Data Privacy Framework; SCCs apply where required

Authorised Sub-Processor	Purpose of Processing	Data Type Processed	Processing Location(s)	Safeguards
Google Analytics	Google Analytics tracks web usage analytics for purposes of site performance monitoring	For clients using Sagacity's Customer Intelligence Platform, Google Analytics may process website visitor PII such as pseudonymous identifiers (IP, cookies, device data)	US	Google DPA (incorporating SCCs). Data minimisation measures applied (e.g. IP anonymisation, retention controls). Requires valid cookie/consent compliance by controller
HubSpot	CRM and marketing automation; registration and lead generation	Client employee PII (i.e. business contact details)	EEA	HubSpot DPA (incorporating SCCs). EEA data centre hosting, with ancillary transfers to US
Acumatica (www.acumatica.com)	Accounting; used for billing, credit and collections	Client employee PII (i.e. finance contact details)	EEA	Acumatica DPA (incorporating SCCs)
Freshservice (www.freshworks.com)	IT service desk for managing support requests	Client employee PII (i.e. name, email, support query details)	EEA	Freshworks DPA (incorporating SCCs)
ClickUp (clickup.com)	Task management and collaboration; workflows may touch client servicing tasks	Client employee PII (i.e. support requestors contact details, email addresses, phone numbers)	US and EEA	ClickUp DPA (incorporating SCCs). Primarily US and EEA hosting
PostHog	Product analytics, error tracking, performance monitoring, and system audit logging for "Sagacity's Customer Intelligence Platform"	For clients using Sagacity's Customer Intelligence Platform and creating user accounts, PostHog may process website visitor PII (i.e. usernames, emails and end-user interaction metadata)	EEA	PostHog provides a DPA and supports GDPR compliance, including SCCs for any transfers outside the UK/EEA. EEA-only hosting and/or self-hosting options are available to restrict data residency. (Current hosting is set to EEA)
1Password	Secure File and Credential Sharing	Contains client employee PII (e.g. names, email addresses) and sensitive data relating to password and system credentials	UK/EEA and US	1Password DPA (including SCCs) and supports GDPR compliance

Authorised Sub-Processor	Purpose of Processing	Data Type Processed	Processing Location(s)	Safeguards
Lead Forensics	Tracks web usage analytics for purposes of CRM and Lead Generation	For clients using Sagacity's Customer Intelligence Platform, Lead Forensics may process website visitor PII such as pseudonymous identifiers (IP, cookies, device data)	UK	DPA and UK-based hosting
Docusign	Contract and documents signage	Client employee PII (i.e. business contact details) may also process website visitor PII such as pseudonymous identifiers (IP, cookies, device data)	EEA	Docusign DPA (including SCCs)
Other sub-processors	As may be required for specific services and notified to client accordingly	Notified to client accordingly	Notified to client accordingly	Notified to client accordingly

APPENDIX 2 **[Subject to Contract - dependent on the Services provided]**

CLIENT TERMS

Client Terms: The Goneaway Suppression File (GAS and GASR) and The Bereavement Register (TBR)

The Client Terms to be accepted by the Client before access to the Product.

The Client acknowledges and agrees that the Product is licensed by Sagacity Solutions Limited (“Licensor”).

The use by the Client of data derived from GAS, GASR and TBR (the Product) is subject to the following terms (“Client Terms”):

1. Definitions

“Client”	the individual, company or other legal entity which is the owner or licensor of the Client Database;
“Client Database”	an electronic compilation of prospect and customer records owned or authorised for use by the Client;
“Data Protection Legislation”	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);
“Product(s)”	A product consisting of details of individuals with postal addresses within the UK who have moved (GAS) and details of individuals with postal addresses within the UK who have died (TBR) and, where selected, the new occupier of the address from where an individual has moved or died and the new address of an individual who has moved (GASR); and
“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. Permitted Use

- 2.1 The Client may use the Product for the sole purpose of its direct marketing.
- 2.2 The Client shall not use data derived from the Product(s) for the following purposes:
 - 2.2.1 for the purpose of assessing creditworthiness (other than for the analysis or pre-screening of its prospects or customers).
 - 2.2.2 for sub-licensing, selling or otherwise disclosing or making available the Product(s) to any third party acting as a credit reference agency or as a supplier of information used for assessing creditworthiness (other than for the analysis or pre-screening of its prospects or customers).

- 2.2.3 in the case of relocations and new occupiers derived from the Product for contacting anyone other than an existing customer or prospect.
- 2.2.4 for debtor tracing (other than in respect of an existing customer).

2.3 The Client shall not

- 2.3.1 sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Product(s).
- 2.3.2 (and will not allow any third party to) reverse engineer or de-compile with the Product(s) without the prior written consent of Licensor or as otherwise permitted by law.
- 2.3.3 only take such copies of the Product(s) as are reasonably required for the use of the Product(s) in accordance with this Agreement.

3. Nature of Services

- 3.1 The Product(s) and any information derived therefrom is not intended to be used as the sole basis for any business decision, and 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 Licensor to guarantee. Licensor's services also involve models and techniques based on statistical analysis, probability and predictive behaviour. Licensor is therefore not able to accept any liability for:
 - 3.1.1 any inaccuracy, incompleteness or other error in the Product(s) which arises as a result of data provided to Licensor by any third party.
 - 3.1.2 any failure of the Product(s) to achieve any particular result for the Client.

4. Compliance and Audit

- 4.1 The Client shall in connection with the provision or use of the Product(s) comply with all legislation, regulations, and other rules having equivalent force which are applicable to that party.
- 4.2 In addition to the general obligations under Clause 4.1 the Client shall comply with its obligations in respect of the rights of the individuals to whom the provision of the Product relates as set out in the Data Protection Legislation.
- 4.3 The Client warrants that it shall take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to personal data derived from the Product(s).
- 4.4 The Client shall permit the Licensor once in every twelve-month period upon 5 working days' notice and during normal working hours to audit the Client's compliance with its obligations under this Agreement in relation to the use of any data or other materials.

5. Intellectual Property Rights

- 5.1 All Intellectual Property Rights in the Product(s) and all data created therefrom will remain vested in Licensor (or its relevant licensors) and to the extent that any rights in such materials and data vest in the Client by operation of law, the Client hereby assigns such rights to Licensor.
- 5.2 The Licensor hereby grants to the Client a non-exclusive, perpetual and royalty-free licence to use the Products in accordance with the Client Terms
- 5.3 The Client:
 - 5.3.1 acknowledges and agrees that it shall not acquire or claim any title to any of Licensor's Intellectual Property Rights (or those of the other party's licensors) by virtue of the rights granted to it under this Agreement or through its use of such Intellectual Property Rights.
 - 5.3.2 agrees that it will not, at any time, do, or omit to do, anything which is likely to prejudice the Licensor's ownership (or the other party's licensors' ownership) of such Intellectual Property Rights.

CLIENT TERMS

Client Terms: PAF

To be accepted by the Client prior to access to PAF Data.

1. Definitions

“Data”	means Multiple Residence and/or PAF Data as applicable depending upon the service options selected by the Client;
“Data Cleansing”	means the processing of existing data records using the Data: (a) including validating, reformatting, correcting or appending additional data to those records, and (b) including the use of the Data address capture applications but (c) excluding Data Extraction (whether carried out by an address capture application or otherwise);
“Data Extraction”	means the extraction of PAF Data and/or data from Multiple Residence or any part of it for the generation of new property or address records in a new or existing database and “Extracted Data” shall be construed accordingly;
“Client Terms”	means these terms of use of PAF Data;
“Extracted Data”	means data generated as a result of Data Extraction;
“PAF Data”	means Royal Mail’s database known as PAF®, and including the database known as the ‘Alias File’ ;
“Royal Mail”	means Royal Mail Group Limited of 185 Farringdon Road London EC1A 1AA; and
“Solution(s)”	means a product or service or other solution which benefits from or includes the Data (including the provision of the Data itself), in whatever form, however produced or distributed and whether or not including other functionality, services, software or data.

2. Permitted Use

- 2.1 The Client may use the Data in accordance with these Client Terms.
- 2.2 The Supplier shall provide (i) Data Cleansing services and/or (ii) Data Extraction services to the Client, depending upon the service options selected.

3. Conditions of Use

- 3.1 The Client may use the Data for Data Extraction. Extracted Data must not be supplied or any access to it provided to any third party.
- 3.2 The Client must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address details of third parties.
- 3.3 Except as set out in these Client Terms, the Client must not:
 - 3.3.1 transfer, assign, sell or licence Solutions or their use to any other person.

- 3.3.2 use Solutions to create a product or service distributed or sold to any third party which relies on any use of the Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting.
- 3.3.3 copy, reproduce, extract, reutilise or publish Solutions or any of them.

4. Sub-contracting

- 4.1 The Client may provide the Data to its sub-contractors who may use it to the extent necessary for:
 - 4.1.1 the provision of information technology services to the Client; or
 - 4.1.2 acting on behalf of the ClientIn each case for the Client's own business purposes and not those of the sub-contractor and provided that each such sub-contractor agrees to observe the restrictions on use of the Data contained in these Client Terms and that the Client is responsible for any breaches of those terms by each sub-contractor.

5. Personal rights

- 5.1 Client rights are personal, limited and non-transferable.

6. Intellectual Property Rights

- 6.1 The Client acknowledges that Royal Mail is the owner of the Intellectual Property Rights in (i) PAF Data and the PAF® brand and (ii) Multiple Residence and the 'Multiple Residence' brand, and it does not acquire and is not granted any rights to use those Intellectual Property Rights other than as set out in these Client Terms.

7. Cessation of Data use

- 7.1 The Client must cease use of the Data if its right to use any of the Data is terminated and also destroy any copies of any Data it holds.

CLIENT TERMS

Client Terms: Equifax

1. The Client shall

- 1.1 Provide an appropriate written notification to data subjects setting out that:
 - a. the information which the individual gives to the Client may be disclosed to a credit reference or fraud prevention agency ("Agency") which may keep a record of that information; and
 - b. the Agency may disclose that information, and the fact that a search was made, to its other customers for the purposes of verifying identity, assessing the risk of giving credit, preventing fraud and tracing debtors.
- 1.2 Agree to such additional Equifax terms and conditions as may be required by Supplier.

CLIENT TERMS

Enhance Client Minimum Terms (“Terms”)

1. Definitions

“Applicable Requirements”	means all laws, enactments, regulations, orders, standards and other similar instruments, as well as good industry and environmental practice, relevant to the activities envisaged by this Agreement, including without limitation the Data Protection Legislation, PECR and DMA Code of Practice;
“Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended and all applicable laws and regulations relating to the processing of the personal data and privacy, and the equivalent of any of the foregoing in any relevant jurisdiction as well as all other successor legislation;
“DMA”	means the Data Marketing Association (UK) Ltd;
“DPA”	means Data Protection Act 2018;
“Client Data”	means personal data owned or authorised for use by the Client;
“PECR”	means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended);
“Permitted Purpose”	means the permitted use of the Enhance Data by the Client as specified in Clause 2;
“Prohibited Activities”	means use for or related to religious or political purposes, activities which are offensive, defamatory, abuse, racist, sexually explicit, pornographic or adult content, discriminatory or promoting unlawful violence, misleading or dishonest, illegal or at risk of causing damage or injury or activities linked to Payday Loans, PPI Claims, Loan Decline Offers, Timeshare offer, Tracing, Debt Management Services and/or Accident Claims; and
“Enhance Data”	means the data supplied by the Supplier to the Client pursuant to this Agreement.

2. Permitted Use

2.1 The Supplier grants to the Client a non-exclusive license to use the Enhance Data for the Permitted Purpose. The Permitted Purpose shall be:

- 2.1.1 Profiling Use Case. The Client may carry out profiling and modelling and develop data powered insights which, at an aggregate level, highlight and address behavioural trends and issues relevant to its business, including propensity of certain categories of individuals for particular products and services

("Profiling Use Case"). For the purposes of the Profiling Use Case, Client grants to the Client a royalty-free, non-exclusive, non-transferable, right and license within the Territory to:

2.1.1.1 access, analyse, reproduce, process, store, and use the Enhance Data for internal business purposes.

2.1.1.2 use the Enhance Data for the development of insights for the benefit of the Client.

2.1.2 Segmentation Use Case: The Client will use the Enhance Data (together with data from third-party sources) to perform profiling, modelling and analysis, to develop, build and enhance its algorithms and to generate datasets of individual level actions, insights and associated data attributes of Client's customers ("Individual Level Segment Datasets") using machine learning with a view to delivering targeted marketing across multiple digital channels and other customer insights and business cases for Client's ("Segmentation Use Case"). For the purposes of the Segmentation Use Case the Supplier grants to the Client a royalty-free, non-exclusive, non-transferable, right and license to:

2.1.2.1 access, analyse, reproduce, process, store, and use the Enhance Data for internal business purposes for the development and generation of Individual Level Segment Datasets.

2.2 The Client shall:

2.2.1 only use the Enhance Data as permitted by this Agreement.

2.2.2 not incorporate, use or append the Enhance Data or information derived from it in order to produce or develop any other product or service or use it for any other purpose (other than as permitted by this Agreement).

2.2.3 not make the Enhance Data available to any third party directly or indirectly in any manner whatsoever. For the avoidance of doubt any entity not being a party to this Agreement is a third party.

2.2.4 not copy, record or retain any part of the Enhance Data for any purpose or any activity other than the Permitted Purpose.

2.2.5 where the Enhance Data shows any or all of the marks of Enhance Data as licensed under this Agreement or any other marks belonging to the Supplier, the Client shall not remove, obscure or delete any mark placed by the Supplier on Enhance Data which enables Enhance Data to be identified with the Supplier.

2.2.6 not permit the use of the Enhance Data in connection with any of the Prohibited Activities.

3. Data Protection and Compliance

3.1 For the purposes of this Clause 5, "data controller", "data processor", "data subject", "personal data", "personal data breach" and "processing" (and "process" and "processes" shall be construed accordingly) shall have the meanings ascribed to them in the Data Protection Legislation.

3.2 The Parties' acknowledge and agree that it is the factual arrangement between them which dictates the role and status of each party under Data Protection Legislation in respect of processing any personal data under this Agreement. Notwithstanding the foregoing, the parties anticipate that they shall, subject to the terms of this Agreement, each separately determine the purposes for which and the manner in which any personal data is

required to process in connection with this Agreement, and therefore, for the purposes of this Agreement, are each a data controller in respect of such personal data.

- 3.3 The Client agrees that it will not do or omit to do any act which would place it or the Supplier in breach of the Data Protection Legislation.
- 3.4 Each Party undertakes to the other that it will duly observe all its obligations under the Data Protection Legislation which arise in connection with the performance of this Agreement including, but not limited to, its obligations pursuant to Article 14 of the General Data Protection Legislation and its duty to establish the lawful grounds upon which it will process the personal data supplied to it.
- 3.5 The parties agree, in each case where any requests or correspondence relate or impact the personal data processed in accordance with this Agreement, to cooperate with one another in responding to:
 - 3.5.1 any requests made by data subjects exercising their rights under Data Protection Legislation; and
 - 3.5.2 any correspondence from the Information Commissioners Office.
- 3.6 Each party shall notify the other party without undue delay, upon becoming aware of any actual personal data breach and together with such notice, shall provide a written description of the personal data breach particulars.
- 3.7 Each party shall procure that any sub-contractors appointed in accordance with this Agreement who will process personal data either directly or indirectly for or on their behalf shall comply with obligations equivalent to and in any event no less onerous in relation to such processing than those set out in this Clause 5.
- 3.8 Without prejudice to any other provision of this Agreement each Party must ensure that its possession, use, retention and processing of the Enhance Data and its disclosure of the same (to the extent permitted under this Agreement) to any person (whether or not such person is employed by it) complies with:
 - 3.8.1 the provisions of the Data Protection Legislation and any Guidelines and Guidance Notes or advice in respect of, or relevant to, supply of the Products from time to time by the Information Commissioner and any other applicable laws;
 - 3.8.2 the requirements of any notification made under the Data Protection Legislation by either Party for the purpose of performing its obligations under this Agreement.

4. Limitation of Liability

- 4.1 The Client acknowledges that the vast majority of the information contained in the Enhance Data is provided to the Supplier by third parties over whom the Supplier has no control, in particular in relation to the accuracy or completeness of such information. The Supplier does not warrant that the Enhance Data is error-free as it would not be possible or economically viable to do so. The Client agrees that the Supplier shall not in any circumstances be liable for any loss or damage at all arising from any failure of the Enhance Data to achieve any particular result for the Client unless caused by the Supplier's negligence or wilful default.
- 4.2 The Client acknowledges that any use of Enhance Data will provide the Client with insight and analysis only and that the Supplier is not in any circumstances liable for any loss or damage arising from the Client's decision to use Enhance Data unless arising as a result of the Supplier's negligence or wilful default.
- 4.3 The Client agrees that the Supplier is not in any circumstances liable for any loss or damage at all arising from any inaccuracies, faults in, or omissions from or otherwise from the provision of the Enhance Data unless caused by the Supplier's negligence or wilful default.
- 4.4 The Client shall indemnify the Supplier against any loss, damage, cost or expense (including reasonable legal costs on an indemnity basis) which the Supplier incurs, suffers or becomes liable for as a result of a claim against it by a third party which has arisen as a result of a breach of this Agreement by the Client.

5. Intellectual Property

The Client acknowledges that any and all copyright, trademarks, trade names, service marks and other intellectual property rights subsisting in connection with the Enhance Data shall remain the property of the Supplier. No such intellectual property rights either in the Enhance Data or any information derived from it shall vest in the Client (other than any limited rights arising as a result of the Services to be provided under this Agreement).

CLIENT TERMS

Client Terms: Cabinet Office Data

1. The Client warrants that:
 - 1.1 it only will use match data for the purposes of assisting in the detection and prevention of fraud and for no other purpose; and
 - 1.2 it will not make a decision based solely on the information included in the match but will ensure that further investigation is carried out to verify the information contained in such match.

CLIENT TERMS

Prospect Client Minimum Terms (“Terms”)

1. Definitions

“Applicable Requirements”	means all laws, enactments, regulations, orders, standards and other similar instruments, as well as good industry and environmental practice, relevant to the activities envisaged by this Agreement, including without limitation the Data Protection Legislation, PECR and DMA Code of Practice;
“Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended (PECR);
“DMA”	means the Data Marketing Association (UK) Ltd;
“DPA”	means Data Protection Act 2018;
“Client Data”	means personal data owned or authorised for use by the Client;
“Marketing Communications”	means communication targeted at data subjects whereby data subjects are contacted (whether by telephone, direct mail, email, SMS, fax or otherwise but excluding by automated calling) for the purpose of seeking to sell, promote or market certain products and/or services or obtaining certain market research information;
“Opt Out”	means an active indication by a data subject by way of unsubscribe or otherwise that they no longer wish to receive marketing communications and Opted Out shall be construed accordingly;
“Output Data”	means the following Supplier Data in relation to prospective customers: a) Name b) Contact Details reflecting the preferred channel c) Profiled Characteristics d) any other information to be provided in relation to a prospective customers, as agreed in this Agreement;
“PECR”	means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended);
“Permitted Purpose”	means the permitted use of the Supplier Data by the Client as specified in Clause 2;
“Prohibited Activities”	means use for or related to religious or political purposes, activities which are offensive, racist, sexually explicit, pornographic or adult content, discriminatory or promoting unlawful violence, misleading or dishonest, illegal or at risk of causing damage or injury or activities linked to Payday Loans, PPI Claims, Debt Management Services and/or Accident Claims, Gambling; and

“Supplier Data” means the data supplied by Supplier to the Client pursuant to this Agreement.

2. Permitted Use

2.1 Supplier grants to the Client a non-exclusive licence to use the Supplier Data for the Permitted Purpose.

2.2 The Permitted Purpose shall be:

2.2.1 Prospect Use Case. The Client may use the Output Data to identify and communicate with prospective customers through permitted marketing channels, for the purpose of delivering targeted Marketing Communications and customer acquisition activities (“Prospect Use Case”). For the purposes of the Prospect Use Case, Supplier grants to the Client a, non-exclusive, non-transferable, right and licence within the Territory to:

- 2.2.1.1 access, analyse, reproduce, process, store, and use the Output Data for the sole purpose of delivering Marketing Communications to prospective customers;
- 2.2.1.2 use the Output Data in accordance with the terms of this Agreement, including but not limited to:
- 2.2.1.3 ensuring that Output Data is not used for automated cold-calling;
- 2.2.1.4 returning any Opt Outs collected by the Client to Supplier on a weekly basis;
- 2.2.1.5 securing Supplier’s prior written approval of any direct mailing materials or telephone scripts used in connection with such communications;
- 2.2.1.6 screening all telephone numbers against the Telephone Preference Service (TPS) prior to use if TPS screening was not included in the original Client brief or where the list is not used within 28 days of receipt;
- 2.2.1.7 conducting suppression against the Client’s in-house ‘do not contact’ lists;
- 2.2.1.8 ensuring that postal marketing includes the required opt-out wording set out in Clause 2.2 below;
- 2.2.1.9 considering and documenting its own lawful basis for processing personal data received, noting that Supplier processes data on the basis of legitimate interests.

2.3 Where the Output Data is used for postal marketing campaigns, the following opt-out language shall be included in the communication:

“You have received this mail from [Client] because we believe you may be interested in our products and services. We have sourced your details from Supplier. If you would prefer not to receive information from [Client] in the future, you can opt out of further communication by emailing [Client data protection, contact email] or calling [Client telephone number]. If you would like to be removed from Supplier’s database please either email dpo@sagacitysolutions.co.uk or visit <https://www.mydatachoices.co.uk> to unsubscribe.”

2.4 The Output Data is licensed to the Client on a single use basis, unless otherwise specified in the Agreement.

3 The Client shall:

- 3.1 only use the Supplier Data as permitted by this Agreement.
- 3.2 not incorporate, use or append the Supplier Data or information derived from it in order to produce or develop any other product or service or use it for any other purpose (other than as permitted by this Agreement).
- 3.3 not make the Supplier Data available to any third party directly or indirectly in any manner whatsoever. For the avoidance of doubt any entity not being a party to this Agreement is a third party.

- 3.4 not copy, record or retain any part of the Supplier Data for any purpose or any activity other than the Permitted Purpose.
- 3.5 where the Supplier Data shows any or all of the marks of Supplier Data as licensed under this Agreement or any other marks belonging to Supplier, the Client shall not remove, obscure or delete any mark placed by Supplier on Supplier Data which enables Supplier Data to be identified with Supplier.
- 3.6 not permit the use of the Supplier Data in connection with any of the Prohibited Activities.
- 3.7 comply with the Client obligations in respect of the use of the Supplier Data as set out in clause 2.

4. Data Protection and Compliance

- 4.1 For the purposes of this Clause 5, "data controller", "data processor", "data subject", "personal data", "personal data breach" and "processing" (and "process" and "processes" shall be construed accordingly) shall have the meanings ascribed to them in the Data Protection Legislation.
- 4.2 The Parties' acknowledge and agree that it is the factual arrangement between them which dictates the role and status of each party under Data Protection Legislation in respect of processing any personal data under this Agreement. Notwithstanding the foregoing, the parties anticipate that they shall, subject to the terms of this Agreement, each separately determine the purposes for which and the manner in which any personal data is required to process in connection with this Agreement, and therefore, for the proposes of this Agreement, are each a data controller in respect of such personal data.
- 4.3 The Client agrees that it will not do or omit to do any act which would place it or Supplier in breach of the Data Protection Legislation.
- 4.4 Each Party undertakes to the other that it will duly observe all its obligations under the Data Protection Legislation which arise in connection with the performance of this Agreement including, but not limited to, its obligations pursuant to Article 14 of the General Data Protection Legislation and its duty to establish the lawful grounds upon which it will process the personal data supplied to it.
- 4.5 The parties agree, in each case where any requests or correspondence relate or impact the personal data processed in accordance with this Agreement, to cooperate with one another in responding to:
 - 4.5.1 any requests made by data subjects exercising their rights under Data Protection Legislation; and
 - 4.5.2 any correspondence from the Information Commissioners Office.
- 4.6 Each party shall notify the other party promptly upon becoming aware of any actual or suspected personal data breach and together with such notice, shall provide a written description of the personal data breach particulars.
- 4.7 Each party shall procure that any sub-contractors appointed in accordance with this Agreement who will process personal data either directly or indirectly for or on their behalf shall comply with obligations equivalent to and in any event no less onerous in relation to such processing than those set out in this Clause 4.
- 4.8 Without prejudice to any other provision of this Agreement each Party must ensure that its possession, use, retention and processing of the Supplier Data and its disclosure of the same (to the extent permitted under this Agreement) to any person (whether or not such person is employed by it) complies with:
 - 4.8.1 the provisions of the Data Protection Legislation and any Guidelines and Guidance Notes or advice in respect of, or relevant to, supply of the Products from time to time by the Information Commissioner and any other applicable laws;
 - 4.8.2 the requirements of any notification made under the Data Protection Legislation by either Party for the purpose of performing its obligations under this Agreement.

5. Limitation of Liability

- 5.1 The Client acknowledges that the vast majority of the information contained in the Supplier Data is provided to Supplier by third parties over whom Supplier has no control, in particular in relation to the accuracy or completeness of such information. Supplier does not warrant that the Supplier Data is error-free as it would not be possible or economically viable to do so. The Client agrees that Supplier shall not in any circumstances be liable for any loss or damage at all arising from any failure of the Supplier Data to achieve any particular result for the Client unless caused by Supplier's negligence or wilful default.

- 5.2 The Client acknowledges that any selections will provide the Client with an indication that an individual holds a certain attribute or may be interested in receiving marketing regarding a particular product or service only and that Supplier is not in any circumstances liable for any loss or damage arising from Client's selections unless arising as a result of Supplier's negligence or wilful default. The Client agrees that Supplier is not in any circumstances liable for any loss or damage at all arising from any inaccuracies, faults in, or omissions from or otherwise from the provision of the Supplier Data unless caused by Supplier's negligence or wilful default.
- 5.3 Supplier shall not in any circumstances (including without limitation if Supplier has been negligent or in breach of statutory duty) be liable for any loss of business, capital, profit, reputation or goodwill arising out of or in connection with the subject matter of this Agreement or any indirect or consequential loss or damage at all.
- 5.4 Supplier does not seek to limit or exclude its liability for death or personal injury or fraud arising from its negligence.
- 5.5 The Client shall indemnify Supplier against any loss, damage, cost or expense (including reasonable legal costs on an indemnity basis) which Supplier incurs, suffers or becomes liable for as a result of a claim against it by a third party which has arisen as a result of a breach of this Agreement by the Client.

6. Intellectual Property

The Client acknowledges that any and all copyright, trademarks, trade names, service marks and other intellectual property rights subsisting in connection with the Supplier Data shall remain the property of Supplier. No such intellectual property rights either in the Supplier Data or any information derived from it shall vest in the Client (other than any limited rights arising as a result of the Services to be provided under this Agreement).

Client Terms

Smartlink Client Minimum Terms (“Terms”)

1. DEFINITIONS

1.1 In this Agreement:-

“Applicable Requirements”	means all laws, enactments, regulations, orders, standards and other similar instruments, as well as good industry and environmental practice, relevant to the activities envisaged by this Agreement, including without limitation the Data Protection Legislation, PECR and DMA Code of Practice;
“Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended (PECR);
“DMA”	means the Data Marketing Association (UK) Ltd;
“Linking”	means the use of the Sagacity Data by the Client to match or link an individual across disparate data sources;
“Prohibited Activities”	means use for or related to religious or political purposes, activities which are offensive, racist, sexually explicit, pornographic or adult content, discriminatory or promoting unlawful violence, misleading or dishonest, illegal or at risk of causing damage or injury or activities linked to Payday Loans, PPI Claims, Debt Management Services and/or Accident Claims; and
“Sagacity Data”	means the data supplied by Sagacity to the Client pursuant to this Agreement.

2. Supplier grants to the Client a non-exclusive license to use the Sagacity Data for the Permitted Purpose.

3. The Permitted Purpose shall be the use of the Sagacity Data by the Client for Linking Sagacity Data to Client Data.

4. The Client shall:

- 4.1 only use the Sagacity Data as permitted by this Agreement.
- 4.2 not incorporate, use or append the Sagacity Data or information derived from it in order to produce or develop any other product or service or use it for any other purpose (other than as permitted by this Agreement).
- 4.3 not make the Sagacity Data available to any third party directly or indirectly in any manner whatsoever. For the avoidance of doubt any entity not being a party to this Agreement is a third party.
- 4.4 not copy, record or retain any part of the Sagacity Data for any purpose or any activity other than the Permitted Purpose.
- 4.5 where the Sagacity Data shows any or all of the marks of Sagacity Data as licensed under this Agreement or any other marks belonging to Supplier, the Reseller shall not remove, obscure or delete any mark placed by the Supplier on Sagacity Data which enables Sagacity Data to be identified with Sagacity.
- 4.6 not permit the Sagacity Data for Linking in connection with any of the Prohibited Activities.
- 4.7 not use the Sagacity Data for contacting any individuals whose records are held within the Client Data.
- 4.8 ensure that it has the permission for Linking from the individuals whose records are contained within the Client Data.

5. DATA PROTECTION AND COMPLIANCE

- 5.1 For the purposes of this Clause 5, "data controller", "data processor", "data subject", "personal data", "personal data breach" and "processing" (and "process" and "processes" shall be construed accordingly) shall have the meanings ascribed to them in the Data Protection Legislation.
- 5.2 The Parties' acknowledge and agree that it is the factual arrangement between them which dictates the role and status of each party under Data Protection Legislation in respect of processing any personal data under this Agreement. Notwithstanding the foregoing, the parties anticipate that they shall, subject to the terms of this Agreement, each separately determine the purposes for which and the manner in which any personal data is required to process in connection with this Agreement, and therefore, for the purposes of this Agreement, are each a data controller in respect of such personal data.
- 5.3 The Client agrees that it will not do or omit to do any act which would place it or Supplier in breach of the Data Protection Legislation.
- 5.4 Each Party undertakes to the other that it will duly observe all its obligations under the Data Protection Legislation which arise in connection with the performance of this Agreement including, but not limited to, its obligations pursuant to Article 14 of the General Data Protection Legislation and its duty to establish the lawful grounds upon which it will process the personal data supplied to it.
- 5.5 The parties agree, in each case where any requests or correspondence relate or impact the personal data processed in accordance with this Agreement, to cooperate with one another in responding to:
 - 5.5.1 any requests made by data subjects exercising their rights under Data Protection Legislation; and
 - 5.5.2 any correspondence from the Information Commissioners Office.
- 5.6 Each party shall notify the other party promptly upon becoming aware of any actual or suspected personal data breach and together with such notice, shall provide a written description of the personal data breach particulars.
- 5.7 Each party shall procure that any sub-contractors appointed in accordance with this Agreement who will process personal data either directly or indirectly for or on their behalf shall comply with obligations equivalent to and in any event no less onerous in relation to such processing than those set out in this Clause 5.
- 5.8 Without prejudice to any other provision of this Agreement each Party must ensure that its possession, use, retention and processing of the Sagacity Data and its disclosure of the same (to the extent permitted under this Agreement) to any person (whether or not such person is employed by it) complies with:
 - 5.8.1 the provisions of the Data Protection Legislation and any Guidelines and Guidance Notes or advice in respect of, or relevant to, supply of the Products from time to time by the Information Commissioner and any other applicable laws;
 - 5.8.2 the requirements of any notification made under the Data Protection Legislation by either Party for the purpose of performing its obligations under this Agreement.

6. LIMITATION OF LIABILITY

- 6.1 The Client acknowledges that the vast majority of the information contained in the Sagacity Data is provided to Supplier by third parties over whom Supplier has no control, in particular in relation to the accuracy or completeness of such information. Supplier does not warrant that the Sagacity Data is error-free as it would not be possible or economically viable to do so. The Client agrees that Supplier shall not in any circumstances be liable for any loss or damage at all arising from any failure of the Sagacity Data to achieve any particular result for the Client unless caused by Supplier's negligence or wilful default.
- 6.2 The Client acknowledges that any Sagacity Data appended to Client Data will provide the Client with an indication that an individual Linked is the same natural person and that Sagacity is not in any circumstances liable for any loss or damage arising from the Reseller's and/or its Client's decision to append Sagacity Data unless arising as a result of Supplier's negligence or wilful default.
- 6.3 The Client agrees that Supplier is not in any circumstances liable for any loss or damage at all arising from any inaccuracies, faults in, or omissions from or otherwise from the provision of the Sagacity Data unless caused by Supplier's negligence or wilful default.

6.4 Supplier shall not in any circumstances (including without limitation if Supplier has been negligent or in breach of statutory duty) be liable for any loss of business, capital, profit, reputation or goodwill arising out of or in connection with the subject matter of this Agreement or any indirect or consequential loss or damage at all.

7. INTELLECTUAL PROPERTY

7.1 The Client acknowledges that any and all copyright, trademarks, trade names, service marks and other intellectual property rights subsisting in connection with the Sagacity Data shall remain the property of Supplier. No such intellectual property rights either in the Sagacity Data or any information derived from it shall vest in the Client (other than any limited rights arising as a result of the Services to be provided under this Agreement).

CLIENT TERMS

Email Collection Client Minimum Terms (“Terms”)

1. Definitions

“Applicable Requirements”	means all laws, enactments, regulations, orders, standards and other similar instruments, as well as good industry and environmental practice, relevant to the activities envisaged by this Agreement, including without limitation the Data Protection Legislation, PECR and DMA Code of Practice;
“Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended (PECR);
“DMA”	means the Data Marketing Association (UK) Ltd;
“DPA”	means Data Protection Act 2018;
“Marketing Communications”	means communication targeted at data subjects whereby data subjects are contacted by email for the purpose of seeking to sell, promote or market certain products and/or services or obtaining certain market research information;
“Opt Out”	means an active indication by a data subject by way of unsubscribe or otherwise that they no longer wish to receive marketing communications and Opted Out shall be construed accordingly;
“Output Data”	means the following Supplier Data in relation to prospective customers: a) Name b) Email address; c) any other information to be provided in relation to a prospective customers, as agreed in this Agreement;
“PECR”	means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended);
“Permitted Purpose”	means the permitted use of the Supplier Data by the Client as specified in Clause 2;
“Prohibited Activities”	means use for or related to religious or political purposes, activities which are offensive, racist, defamatory or abusive, sexually explicit, pornographic or adult content, discriminatory or promoting unlawful violence, misleading or dishonest, illegal or at risk of causing damage or injury or activities linked to Payday Loans, PPI Claims, Debt Management Services and/or Accident Claims, adult content, loan decline offers, pension pot offers, timeshare offers and tracing;
“Supplier Data”	means the data supplied by Supplier to the Client pursuant to this Agreement; and
“Territory”	means the United Kingdom.

2. Permitted Use

- 2.1 The Supplier sells to the Client the Supplier Data for the Permitted Purpose.
- 2.2 The Permitted Purpose shall be:
 - 2.2.1 Prospect Use Case. The Client may use the Output Data to identify and communicate with prospective customers via email, for the purpose of delivering targeted Marketing Communications and customer acquisition activities ("Prospect Use Case") in the Territory to:
 - 2.2.1.1 access, analyse, reproduce, process, store, and use the Output Data for the sole purpose of delivering Marketing Communications to prospective customers;
 - 2.2.1.2 use the Output Data in accordance with the terms of this Agreement, including but not limited to:
 - 2.2.1.3 managing its own Opt Outs;
 - 2.2.1.4 returning any Opt Outs collected by the Client to Supplier where the data subject has requested information on the data source, Supplier's name has been provided by Client and the data subject wishes to be Opted Out;
 - 2.2.1.5 conducting suppression against the Client's in-house 'do not contact' lists;
 - 2.2.1.6 ensuring that email marketing includes clear required opt-out wording and instructions and unsubscribe links as required by Data Protection Legislation;
 - 2.2.1.7 considering and documenting its own lawful basis for processing personal data received, noting that Supplier processes data on the basis of legitimate interests.

3. The Client shall

- 3.1 only use the Supplier Data as permitted by this Agreement.
- 3.2 not copy, record or retain any part of the Supplier Data for any purpose or any activity other than the Permitted Purpose.
- 3.3 not permit the use of the Supplier Data in connection with any of the Prohibited Activities.
- 3.4 comply with the Client obligations in respect of the use of the Supplier Data as set out in clause 2.

4. Data Protection and Compliance

- 4.1 For the purposes of this Clause 5, "data controller", "data processor", "data subject", "personal data", "personal data breach" and "processing" (and "process" and "processes" shall be construed accordingly) shall have the meanings ascribed to them in the Data Protection Legislation.
- 4.2 The Parties' acknowledge and agree that it is the factual arrangement between them which dictates the role and status of each party under Data Protection Legislation in respect of processing any personal data under this Agreement. Notwithstanding the foregoing, the parties anticipate that they shall, subject to the terms of this Agreement, each separately determine the purposes for which and the manner in which any personal data is required to process in connection with this Agreement, and therefore, for the proposes of this Agreement, are each a data controller in respect of such personal data.
- 4.3 The Client agrees that it will not do or omit to do any act which would place it or Supplier in breach of the Data Protection Legislation.
- 4.4 Each Party undertakes to the other that it will duly observe all its obligations under the Data Protection Legislation which arise in connection with the performance of this Agreement including, but not limited to, its obligations pursuant to Article 14 of the General Data Protection Legislation and its duty to establish the lawful grounds upon which it will process the personal data supplied to it.
- 4.5 The parties agree, in each case where any requests or correspondence relate or impact the personal data processed in accordance with this Agreement, to cooperate with one another in responding to:
 - 4.5.1 any requests made by data subjects exercising their rights under Data Protection Legislation; and

- 4.5.2 any correspondence from the Information Commissioners Office.
- 4.6 Each party shall notify the other party promptly upon becoming aware of any actual or suspected personal data breach and together with such notice, shall provide a written description of the personal data breach particulars.
- 4.7 Each party shall procure that any sub-contractors appointed in accordance with this Agreement who will process personal data either directly or indirectly for or on their behalf shall comply with obligations equivalent to and in any event no less onerous in relation to such processing than those set out in this Clause 4.
- 4.8 Without prejudice to any other provision of this Agreement each Party must ensure that its possession, use, retention and processing of the Supplier Data and its disclosure of the same (to the extent permitted under this Agreement) to any person (whether or not such person is employed by it) complies with:
 - 4.8.1 the provisions of the Data Protection Legislation and any Guidelines and Guidance Notes or advice in respect of, or relevant to, supply of the Products from time to time by the Information Commissioner and any other applicable laws;
 - 4.8.2 the requirements of any notification made under the Data Protection Legislation by either Party for the purpose of performing its obligations under this Agreement.

5. Limitation of Liability

- 5.4 The Client acknowledges that the vast majority of the information contained in the Supplier Data is provided to Supplier by third parties over whom Supplier has no control, in particular in relation to the accuracy or completeness of such information. Supplier does not warrant that the Supplier Data is error-free as it would not be possible or economically viable to do so. The Client agrees that Supplier shall not in any circumstances be liable for any loss or damage at all arising from any failure of the Supplier Data to achieve any particular result for the Client unless caused by Supplier's negligence or wilful default.
- 5.5 The Client acknowledges that any selections will provide the Client with an indication that an individual holds a certain attribute or may be interested in receiving marketing regarding a particular product or service only and that Supplier is not in any circumstances liable for any loss or damage arising from Client's selections unless arising as a result of Supplier's negligence or wilful default.
- 5.6 The Client agrees that Supplier is not in any circumstances liable for any loss or damage at all arising from any inaccuracies, faults in, or omissions from or otherwise from the provision of the Supplier Data unless caused by Supplier's negligence or wilful default.
- 5.7 Supplier shall not in any circumstances (including without limitation if Supplier has been negligent or in breach of statutory duty) be liable for any loss of business, capital, profit, reputation or goodwill arising out of or in connection with the subject matter of this Agreement or any indirect or consequential loss or damage at all.
- 5.8 Supplier does not seek to limit or exclude its liability for death or personal injury or fraud arising from its negligence.
- 5.9 The Client shall indemnify Supplier against any loss, damage, cost or expense (including reasonable legal costs on an indemnity basis) which Supplier incurs, suffers or becomes liable for as a result of a claim against it by a third party which has arisen as a result of a breach of this Agreement by the Client.

[SCHEDULE 1 – SOFTWARE AS A SERVICE *Subject to Contract - dependent on the Services provided*]

The Supplier agrees to provide and the Client agrees to purchase the supply of the Supplier's software as a service offering as set out in this Schedule.

1 DEFINITIONS

1.1 In this Schedule the following words shall have the following meanings: -

“Authorised Users”	those employees, agents and independent contractors of the Client who are authorised by the Client to use the SaaS Services;
“Equipment”	means the computer facility on which Software will be installed and operated and that has been approved for use in writing by the Supplier either in a Statement of Work or otherwise;
“Incident”	An event which causes a reduction in the quality of services provided to the Client;
“Initial Term”	has the meaning ascribed to it in clause 7.1 of this Schedule;
“Priority”	means the fact or condition of being regarded or treated as more important than others. In terms of Incidents, Priority is based on the impact, the loss that the Client is facing due to the Incident (number of users affected, financial losses or loss of reputation) and how urgently the Client requires a resolution to the Incident;
“Renewal Term”	has the meaning ascribed to it in clause 7.2 of this Schedule;
“SaaS Services”	means the provisions of the Software through a software-as-a-service delivery model whereby the Client is permitted to use the Software on a subscription basis and the Software is centrally hosted by the Supplier;
“SLA”	has the meaning ascribed to it in clause 5.4 of this Schedule;
“Subscription Term”	means the Initial Term and any Renewal Terms;
“Support Fees”	means the fees payable in respect of the SaaS Services Software support that the Supplier provides under clause 5 of this Schedule (and as set out in an applicable Statement of Work);
“Support Helpdesk”	has the meaning ascribed to it in clause 5.1 of this Schedule; and
“User Subscriptions”	means the user subscriptions purchased by the Client pursuant to an applicable Statement of Work which entitles Authorised Users to access and use the SaaS Services.

2 USER SUBSCRIPTIONS

- 2.1 In consideration of payment of the Fees and compliance with the restrictions set out in this Schedule, the Supplier hereby grants to the Client a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Authorised Users to use the SaaS Services during the Subscription Term.
- 2.2 The total number of permitted Authorised Users applicable to each User Subscription shall be set out in each applicable Statement of Work.

3 SaaS SERVICES

- 3.1 The Client acknowledges that the SaaS Services are:
 - (a) a standardised and commercially available service that has not been developed specifically for the Client, unless agreed otherwise in writing. Therefore, it is the Client's responsibility to understand and implement any working practice changes required to make use of the SaaS Services;
 - (b) a service that will allow the creation of bespoke rule-sets applicable only for use by the Client; and
 - (c) powered by software which by its very nature cannot be free of bugs and errors.

4 SaaS RESTRICTIONS

- 4.1 With regard to the User Subscriptions acquired under this Agreement, in relation to each Authorised User with a User Subscription, the Client hereby undertakes that:
 - 4.1.1 the maximum number of Authorised Users that are authorised to access and use the SaaS Services shall not exceed the number of User Subscriptions that have been purchased from time to time;
 - 4.1.2 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the SaaS Services;
 - 4.1.3 each Authorised User shall keep a secure password for his/her use of the SaaS Services, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his/her password confidential;
 - 4.1.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within five Business Days of the Supplier's written request at any time;
 - 4.1.5 it shall permit the Supplier to audit the SaaS Services usage in order to establish the name and password of each Authorised User. Such audit may be conducted at the Supplier's expense and this right shall be exercised with reasonable prior notice in such a manner as not to substantially interfere with the normal conduct of the Client's business (save where the Supplier has reasonable grounds for believing that unauthorised use is occurring, in which circumstances the aforementioned restrictions on auditing shall not apply); and

- 4.1.6 if any of the audits referred to in clause 4.1.5 of this Schedule reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights the Client shall promptly disable such accounts.
- 4.2 For the avoidance of doubt, the Client has no right to access the Software's object code, intermediate code and source code as a consequence of being provided with a User Subscription.
- 4.3 The Client acknowledges and agrees that it shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the SaaS Services that:
 - 4.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 4.3.2 facilitates illegal activity;
 - 4.3.3 depicts sexually explicit images;
 - 4.3.4 promotes unlawful violence;
 - 4.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; and/or
 - 4.3.6 is otherwise illegal or causes damage or injury to any person or property

and the Supplier reserves the right, without liability or prejudice to its other rights, to disable the Client's access to any material that breaches the provisions of this clause 4.3 of this Schedule.
- 4.4 The Client further undertakes not to:
 - 4.4.1 use the Software to provide services to third parties; and/or
 - 4.4.2 attempt to obtain, or assist third parties in obtaining, access to the Software.
- 4.5 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, the Client hereby agrees to promptly notify the Supplier thereof.

5 SUPPORT AND SERVICE LEVEL AGREEMENT

- 5.1 In consideration for payment of the Support Fees, the Supplier shall provide the Client with access to a helpdesk (the "**Support Helpdesk**") to enable it to request reasonable assistance in resolving technical issues associated with the SaaS Services.
- 5.2 The Support Helpdesk shall be accessible between the hours of 9am and 5pm GMT on Business Days.
- 5.3 The Client agrees to ensure that any support calls made to the Support Helpdesk are only made by employees who are appropriately trained users of the SaaS Services and who have read the applicable Technical Specification.
- 5.4 This Service Level Agreement ("**SLA**") applies to those Statements of Work that specify that this SLA is incorporated into provision of the SaaS Services. The SLA has been defined as follows:
 - (a) Client Service Response Time: the support teams will respond to any queries or Incidents within the timeframes specified below, dependant on their relative Priority:

- (i) Priority 1 = 1 day (highest priority)
 - (ii) Priority 2 = 3 days
 - (iii) Priority 3 = 5 days
 - (iv) Priority 4 = 7 days (lowest priority)
- (b) Service Outage Notification: the Supplier will give the Client 2 days' notice of any planned outages. For example, for system upgrades and maintenance.
- (c) Reclaiming Client Data: following Agreement termination, the Supplier will delete the Client's data upon the Client's request within 30 days, subject to where the Supplier is legally obliged to retain the data.

5.5 In the event the Supplier fails to comply with the SLA in clause 5.4, the Client shall be entitled to treat this as a dispute for the purpose of clause 17 (Dispute Resolution) of the terms and conditions of this Agreement.

6 SUBSCRIPTION FEES

The Client will pay the Supplier the Fees and the Support Fees set out in the applicable Statement of Work.

7 TERM AND TERMINATION

7.1 The User Subscriptions shall commence on the date set out in the applicable Statement of Work and continue for the initial term set out in that Statement of Work (the "**Initial Term**").

7.2 Following the expiry of the Initial Term, the User Subscriptions shall automatically renew for successive terms equal to the Initial Term (each a "**Renewal Term**").

7.3 Subject to any terms to the contrary in the applicable Statement of Work, either party may terminate the User Subscriptions by giving a minimum of three (3) months' prior written notice to the other party, with such notice not to expire prior to the end of the Initial Term or any applicable Renewal Term.

8 EFFECT OF TERMINATION

On termination of the User Subscriptions for any reason the Supplier shall have the right to immediately withdraw access to the SaaS Services and the Client shall immediately refrain from using the SaaS Services.

APPROVAL

IN WITNESS: whereof the parties hereto have executed this Agreement through their duly authorised representatives on the dates set forth below:

Signed for and on behalf of

[insert G-Cloud entity name]

By its duly authorised representative:

Signed for and on behalf of

Sagacity Solutions Limited

By its duly authorised representative:

Signed by:

Signed by:

Name:

Name:

Title:

Title:

Date:

Date:

[SCHEDULE 2A - MANAGED SERVICES (DATA SOLUTIONS) *Subject to Contract - dependent on the Services provided*]

The Supplier agrees to provide and the Client agrees to purchase the supply of Managed Services as set out in this Schedule.

1 DEFINITIONS

In this Schedule the following words shall have the following meanings:

“Managed Services”	means the services required by the Client to outsource specified business processes as set out in a Statement of Work;
“Initial Term”	has the meaning ascribed to it in clause 7.1 of this Schedule;
“Input Data”	means any data provided to the Supplier for processing when providing any of the Managed Services;
“SLA”	has the meaning ascribed to it in clause 8.4 of this Schedule;
“Support Fees”	means the fees payable in respect of the support that the Supplier provides under clause 8 of this Schedule (and as set out in an applicable Statement of Work); and
“Support Helpdesk”	has the meaning ascribed to it in clause 8.1 of this Schedule.

2 SCOPE OF THE MANAGED SERVICES

2.1 The Supplier will perform the Managed Services in accordance with each applicable Statement of Work.

2.2 The scope of the Managed Services provided by the Supplier for each Statement of Work shall be set out in that Statement of Work, but may include any of the following:

- 2.2.1 defining, setting up, leading and managing projects to a successful delivery;
- 2.2.2 provision of data solutions to improve the quality of customer data held by the Client;
- 2.2.3 provision of data solutions to identify and reduce revenue leakage and maximise revenue opportunity;
- 2.2.4 provision of data solutions to identify the lifetime value of the Client’s customers, provide insights based on the modelling on how to acquire and manage customers and implementation of revised strategies to maximise returns
- 2.2.5 definition and implementation of reporting and analytics to meet the Client's ongoing needs;

- 2.2.6 providing support for technical and business delivery teams.

3 SOFTWARE

The Supplier may utilise its Software when providing the Managed Services to the Client. However, this shall not provide the Client with any right or licence to use the Software itself unless the Client has expressly been granted a licence or a right to use such Software pursuant to this Agreement.

4 DATA INPUT

- 4.1 The Client shall provide the Input Data to the Supplier in the format agreed in the Technical Specification. If the Client fails to provide the Input Data or fails to provide it in the agreed format, the Supplier shall be under no obligation to provide the Managed Services until such time as the Input Data is provided in accordance with this terms of this Agreement.
- 4.2 The Client must transfer the Input Data to the Supplier on the date agreed in the Statement of Works. If the Client fails to provide the data on the date agreed in a Statement of Work (or otherwise agreed between the parties), the Supplier shall be under no obligation to provide the Managed Services in accordance with the Timetable and revised timelines and any additional costs will need to be agreed between the Supplier and the Client.
- 4.3 The Client must transfer the Input Data to the Supplier using the secure transfer mechanism as defined by the Supplier. If the Client fails to use the secure transfer mechanism, the Supplier shall be under no obligation to provide the Managed Services until such time as the Input Data is so provided. The Client will be responsible for any accidental loss, destruction or damage to the Input Data caused as a result of a failure to use the secure transfer mechanism put in place by the Supplier.
- 4.4 The Client acknowledges and agrees that it shall not access, store, distribute or transmit any viruses, or any material to the Supplier that:
 - 4.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 4.4.2 facilitates illegal activity;
 - 4.4.3 depicts sexually explicit images;
 - 4.4.4 promotes unlawful violence;
 - 4.4.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; and/or
 - 4.4.6 is otherwise illegal or causes damage or injury to any person or property.

5 CLIENT ACKNOWLEDGEMENTS

5.1 The Client acknowledges and agrees that the Managed Services are:

- 5.1.1 a standardised and commercially available service that has not been developed specifically for the Client, unless agreed otherwise in writing. Therefore, it is the Client's responsibility to understand and implement any working practice changes required to make use of the Managed Services;
- 5.1.2 a service that will allow the creation of bespoke rule-sets applicable only for use by the Client; and
- 5.1.3 powered by Software which by its very nature cannot be free of bugs and errors.

6 FEES AND PAYMENT

The Client will pay the Supplier the Fees set out in the applicable Statement of Work.

7 TERM AND TERMINATION

- 7.1 Provision of the Managed Services shall commence on the date set out in the applicable Statement of Work and continue for the initial term set out that Statement of Work (the "**Initial Term**").
- 7.2 Following the expiry of the Initial Term, the Supplier shall continue to provide the Managed Services on an ongoing basis unless or until they are terminated in accordance with the provisions set out in the applicable Statement of Work.
- 7.3 Save to the extent a different notice period is set out in the applicable Statement of Work, either party may terminate the Managed Services after the expiry of the Initial Term by giving a minimum of three (3) months' prior written notice to the other party.

8 SUPPORT AND SERVICE LEVEL AGREEMENT

- 8.1 In consideration for payment of the Support Fees, the Supplier shall provide the Client with access to a helpdesk (the "**Support Helpdesk**") to enable it to request reasonable assistance in resolving technical issues associated with using the Managed Services.
- 8.2 The Support Helpdesk shall be accessible between the hours of 9am and 5pm GMT on Business Days.
- 8.3 The Client agrees to ensure that any support calls made to the Support Helpdesk are only made by employees who are appropriately trained users of the Managed Services and who have read the applicable Technical Specification.

8.4 This Service Level Agreement (“**SLA**”) only applies to those Statements of Work that specify that this SLA is incorporated into provision of the Managed Services. The SLA has been defined as follows:

8.4.1 File Receipt: confirmation of file receipt will be provided within 2 working days.

8.4.2 Processing of the File: the file will be processed and returned to the Client within 1 week.

8.5 In the event the Supplier fails to comply with the SLA in clause 8.4, the Client shall be entitled to treat this as a dispute for the purpose of clause 17 (**Dispute Resolution**) of the terms and conditions of this Agreement.

APPROVAL

IN WITNESS: whereof the parties hereto have executed this Agreement through their duly authorised representatives on the dates set forth below:

Signed for and on behalf of

[insert G-Cloud entity name]

By its duly authorised representative:

Signed for and on behalf of

Sagacity Solutions Limited

By its duly authorised representative:

Signed by:

Signed by:

Name:

Name:

Title:

Title:

Date:

Date:

[SCHEDULE 2B - MANAGED SERVICES (CONSULTANCY) *Subject to Contract - dependent on the Services provided*]

The Supplier agrees to provide and the Client agrees to purchase the supply of Managed Services as set out in this Schedule.

1 DEFINITIONS

In this Schedule the following words shall have the following meanings:

“Managed Services” means the services required by the Client to outsource specified business processes as set out in a Statement of Work;

“Initial Term” has the meaning ascribed to it in clause 6.1 of this Schedule; and

“SLA” has the meaning ascribed to it in clause 7.1 of this Schedule.

2 SCOPE OF THE MANAGED SERVICES

2.1 The Supplier will perform the Managed Services in accordance with each applicable Statement of Work.

2.2 The scope of the Managed Services provided by the Supplier for each Statement of Work shall be set out in that Statement of Work, but may include any of the following:

- 2.2.1 defining, setting up, leading and managing projects to a successful delivery;
- 2.2.2 ongoing management and / or running of key Client processes and procedures;
- 2.2.3 provision of reporting and analytics solutions on an ongoing basis;
- 2.2.4 providing technical/non-technical subject matter expertise to support client teams on an ongoing basis.

3 SOFTWARE

The Supplier may utilise its Software when providing the Managed Services to the Client. However, this shall not provide the Client with any right or licence to use the Software itself unless the Client has expressly been granted a licence or a right to use such Software pursuant to this Agreement.

4 CLIENT ACKNOWLEDGEMENTS

4.1 The Client acknowledges and agrees that the Managed Service is:

- 4.1.1 a standardised and commercially available service that has not been developed specifically for the Client, unless agreed otherwise in writing. Therefore, it is the Client’s responsibility

to understand and implement any working practice changes required to make use of the Managed Service;

- 4.1.2 a service that will allow the creation of bespoke rule-sets applicable only for use by the Client; and
- 4.1.3 powered by Software which by its very nature cannot be free of bugs and errors.

5 FEES AND PAYMENT

The Client will pay the Supplier the Fees set out in the applicable Statement of Work.

6 TERM AND TERMINATION

- 6.1 Provision of the Managed Services shall commence on the date set out in the applicable Statement of Work and continue for the initial term set out in that Statement of Work (the “**Initial Term**”).
- 6.2 Following the expiry of the Initial Term, the Supplier shall continue to provide the Managed Services on an ongoing basis unless or until they are terminated in accordance with the provisions set out in the applicable Statement of Work.
- 6.3 Save to the extent a different notice period is set out in the applicable Statement of Work, either party may terminate the Managed Services after the expiry of the Initial Term by giving a minimum of three (3) months’ prior written notice to the other party.

7 SERVICE LEVEL AGREEMENT

Any Service Level Agreement (“**SLA**”) between the parties shall be agreed in an applicable Statement of Work.

APPROVAL

IN WITNESS: whereof the parties hereto have executed this Agreement through their duly authorised representatives on the dates set forth below:

Signed for and on behalf of

[insert G-Cloud entity name]

By its duly authorised representative:

Signed for and on behalf of

Sagacity Solutions Limited

By its duly authorised representative:

Signed by:

Signed by:

Name:

Name:

Title:

Title:

Date:

Date:

[SCHEDULE 3 - PROFESSIONAL SERVICES Subject to Contract-dependent on the Services provided]

The Supplier agrees to provide and the Client agrees to purchase the supply of Professional Services as set out in this Schedule.

1 DEFINITIONS

In this Schedule the following words shall have the following meanings:

“Professional Services” Means professional services, such as implementation, development, consultancy, and training, that the Supplier may agree to provide to the Client as set out in a Statement of Work;

2 SCOPE OF PROFESSIONAL SERVICES

2.1 The Supplier will perform the Professional Services in accordance with the agreed Statement of Work.

2.2 The scope of the Professionals Services provided by the Supplier for each Statement of Work shall be set out in that Statement of Work, but may include any of the following:

- 2.2.1 defining, setting up, leading and managing projects to a successful delivery;
- 2.2.2 provision of data solutions to improve the quality of customer data held by the Client;
- 2.2.3 definition of business requirements and/or technical solutions;
- 2.2.4 definition and implementation of new processes and procedures;
- 2.2.5 definition and implementation of training and communications;
- 2.2.6 definition and implementation of reporting and analytics;
- 2.2.7 operating model reviews and target operating model implementation;
- 2.2.8 providing technical/non-technical subject matter expertise to support Client teams

3 SOFTWARE

The Supplier may utilise its Software when providing the Professional Services to the Client. However, this shall not provide the Client with any right or licence to use the Software itself unless the Client has expressly been granted a licence or a right to use such Software pursuant to this Agreement.

4 FEES AND PAYMENT

The Client will pay the Supplier the Fees set out in the applicable Statement of Work and, unless specified otherwise, on a time and materials basis

5. TERM AND TERMINATION

4.1 Provision of the Professional Services shall commence on the date set out in the applicable Statement of

Work and continue on an ongoing basis unless or until they are terminated in accordance with the provisions set out in the applicable Statement of Work.

- 4.2 Subject to any terms to the contrary in the applicable Statement of Work, either party may terminate the Professional Services by giving a minimum of three (3) months' prior written notice to the other party.

APPROVAL

IN WITNESS: whereof the parties hereto have executed this Agreement through their duly authorised representatives on the dates set forth below:

Signed for and on behalf of

[insert G-Cloud entity name]

By its duly authorised representative:

Signed for and on behalf of

Sagacity Solutions Limited

By its duly authorised representative:

Signed by:

Name:

Title:

Date:

Signed by:

Name:

Title:

Date:



Terms of Business - End User

[Subject to Contract - dependent on the Services provided]

January 2026
V1.0



IS 666067

[Subject to Contract - dependent on the Services provided]**Terms of Business - End User**

This Agreement is made on the Start Date

Parties

- (1) Sagacity Solutions Limited (Registered No. 05526751), whose registered office is at part 4th Floor, 120 Holborn, London EC1N 2TD ('Sagacity'); and
- (2) **<company name>, (Registered No. <registration number>)**, whose registered office is situated at **<company address>** ('End User').

Recital

The End User wishes to receive certain Services from Sagacity.

1 Definitions and Interpretations

The words and expressions defined in Schedule 1 shall have the meanings given in that Schedule.

2 Orders and Terms and Conditions of Business

- 2.1 All Services supplied by Sagacity after the Start Date shall be subject to the terms of this Agreement unless and until terminated.
- 2.2 Sagacity shall only be obliged to perform those requested Online Services and those Services set out in a signed Order Confirmation.

3 The Products and the Services

- 3.1 Sagacity shall perform the Services with reasonable skill and care, using techniques generally accepted in the data management/data processing services industry.
- 3.2 The Data Processing Services are performed by Products which are based primarily on Third Party Data. As such, Sagacity can only pass on such warranties and indemnities as are given by the relevant Third Party Data Supplier in its licence for the relevant data with Sagacity. Any such warranty and/or indemnity will be set out in this Agreement and/or the applicable EUL Terms.
- 3.3 For the purpose of providing Online Services, Sagacity grants to the End User a non-exclusive, non-transferable licence, without the right to grant sub-licences to access the relevant Product(s) and Services, for its own internal business purposes only.
- 3.4 Sagacity shall provide Support Services to the End User by telephone and email during Normal Working Hours. The End User may purchase enhanced support services separately at Sagacity's then current rates.
- 3.5 Sagacity shall not provide the Support Services in respect of (i) any out of date version of the Product(s) (ii) improper use of the Product(s) (iii) use in breach of this Agreement (iv) any defects caused by the End User's failure to implement any updates or Sagacity recommendations (v) any modifications made to the Product(s) other than by Sagacity or (vi) any fault in the End User's equipment or software (including software interfacing with the Products).

- 3.6 To enable continuous improvement and to provide the best service possible, Sagacity may temporarily suspend access to the Products and/or the Services for maintenance or upgrade work providing reasonable prior notice where possible.
- 3.7 Updates (minor changes to functionality) and upgrades (major changes to functionality) to the Products, the Services and new Services may be available from time to time.
- 3.8 The End User may provide the Deliverables to a third party service provider provided that such third party is acting only on the End User's behalf and only uses the Deliverables for the End User's internal business purposes and subject to the terms of this Agreement.

4 The End User's Obligations

- 4.1 The End User shall: (i) provide all necessary co-operation in relation to this Agreement; (ii) provide the End User Data in a consistent and acceptable format and as stipulated in the Order Confirmation or online job set up for Online Services; (iii) in the case of Hosting Services, (a) provide the updates specified by the date specified and (b) comply with any relevant restrictions set out in the Order Confirmation; (iii) comply with the EUL Terms applicable to the Services selected; and (iv) retain duplicates of all End User Data supplied to Sagacity.
- 4.2 The End User undertakes (i) not to use the Products, Services or Deliverables for any unlawful, harmful, threatening, defamatory, obscene, harassing or discriminatory purpose or for any purpose which is likely to bring either Sagacity or a Third Party Data Supplier into disrepute; (ii) not to use the Deliverables for the marketing or promotion of any services in connection with payday loans or for claims management purposes such as the reclaim of Payment Protection Insurance ('PPI') or compensation for the mis-selling of PPI products, debt management or accident claims purposes and (iii) except to the extent permitted by law, not to adapt, modify, translate, reverse assemble, decompile or reverse engineer, de-compile, reverse compile, disassemble the Products or any component or to create any derivatives or other products or services based upon the Products nor duplicate or reproduce the Products or (iv) allow any third party to license, sell, rent, lease, transfer, assign, distribute, disclose or otherwise commercially exploit the Deliverables.
- 4.3 The End User agrees and acknowledges that the Deliverables, Products and Online Services supplied under this Agreement may not be re-sold or otherwise made available in any way whatsoever to any other third party or any subsidiary, holding company or group company unless expressly permitted by Sagacity in advance In Writing or in the applicable EUL Terms.
- 4.4 The End User agrees, in its use of the Deliverables and Products, to comply with the directions of a Third Party Data Supplier (as relayed to the End User by Sagacity in the EUL Terms) and any code of practice, regulations or legislation introduced by the Government or a competent authority which relates to the privacy of a consumer or business, including the Telephone Preference Service, Facsimile Preference Service or Mailing Preference Service, as relevant. The End User acknowledges that Sagacity does not screen End User Data or New Data against such preference services unless the End User has requested and paid for this as one of its selected Data Processing Services.
- 4.5 The End User warrants that (i) it has complied with the relevant provisions of the Data Protection Legislation in relation to the collection of the End User Data and its supply to Sagacity; (ii) it shall comply with all applicable laws and regulations with respect to its activities under this Agreement; (iii) it has made all necessary notifications to the Information Commissioner; (iv) the End User Data will not contain anything defamatory, obscene or contrary to any law or regulation or that infringes any third party's Intellectual Property Rights; and (v) any marketing communication for which the New Data is used shall comply with the DMA Code of Practice and with the British Code of Advertising, Sales Promotion and Direct Marketing. Sagacity reserves the right to request the End User to supply two samples of any marketing communication(s) that it intends using to market any products and/or services using the New Data for prior approval by the Third Party Data Supplier (which shall

not be unreasonably withheld or delayed). The End User shall not use any marketing communication for which prior approval has been declined.

- 4.6 The End User shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Products, Services and Deliverables and, in the event of any such unauthorised access or use, it shall promptly notify Sagacity.
- 4.7 The End User shall carry out all End User responsibilities as set out in this Agreement in a timely and efficient manner. In the event of any delays, Sagacity may (in its sole discretion) adjust any agreed timetable or delivery schedule as reasonably necessary.
- 4.8 If the End User is in breach of a term of this Agreement or any EUL Terms then the End User will fully indemnify and keep Sagacity indemnified against any loss, liabilities claims, actions, proceedings, expenses and costs (including without limitation court costs and reasonable legal fees) and damage (including any claims from a Third Party Data Supplier) which Sagacity or the Third Party Data Supplier suffers as a result of the End User's breach and any breach by a third party instructed by or on behalf of the End User.
- 4.9 The End User shall store any User ID and Password issued to it by Sagacity securely and shall be liable for any misuse or loss of any password by its employees. The End User warrants that it shall undertake regular reviews of its employees' access rights to any password issued by Sagacity and in particular shall be responsible for promptly disabling access in respect of employees who no longer work for the End User's organisation and in all other circumstances where an employee's access is no longer required or appropriate. The End User is responsible for payment of all invoices generated as a result of Products accessed and Services used using its User ID and Password.
- 4.10 The End User shall promptly notify Sagacity in Writing on becoming aware of any invalid records contained in the New Data and shall immediately cease to use such invalid records.
- 4.11 The End User shall ensure that its employees and/or contractors are aware of and bound by the obligations and/or restrictions stated in this Agreement. The End User shall be responsible for the breach of any of such obligations and/or restrictions by its employees and/or contractors.

5 **Delivery**

- 5.1 Unless otherwise agreed in the Order Confirmation, Sagacity will deliver the Deliverables electronically to the End User or, in the case of the Online Services, the Deliverables will be made available for collection. Sagacity will deliver the Deliverables by a secure method of transfer via an encrypted link using SSL, as a PGP encrypted e-mail attachment or via SFTP transfer or other secure equivalent. Deliverables made available for collection will be stored securely on Sagacity's systems.

6 **Payment**

- 6.1 The Fees for the Services are set out in the Order Confirmation or, in the case of the Online Services, shall comprise the Annual Licence Fee and the tariff for each Data Processing Service selected which is viewable online on the 'Account' tab of the End User's user account. Any Fees which have been pre-paid are not refundable other than where Sagacity are in breach of this Agreement by failing to provide the service to which the licence relates.
- 6.2 Fees shall become due and payable within 30 days from the date of the invoice. Subject to Clause 6.9, invoices for Fees in connection with Online Services shall be submitted at the end of each calendar month for usage of the Service(s) during such month, unless such amounts are paid in advance by credit card. Invoices for Fees in connection with Bureau Services shall be invoiced upon completion of the job described in an Order

Confirmation unless agreed otherwise with Sagacity. Licences for use of any third party software will be invoiced in advance and shall be payable prior to the End User accessing such software

- 6.3 Any disputes in relation to an invoice should be notified to Sagacity within 21 days of the date of the invoice otherwise such invoice shall be deemed accepted.
- 6.4 Sagacity reserves the right to charge interest on overdue sums from the due date at the rate of 4% above the base rate for HSBC Bank plc for the time being. This right extends to any part of a disputed invoice which is subsequently established to have been properly invoiced.
- 6.5 All Fees and charges payable are exclusive of VAT which must be paid in addition at the rate and in the manner prevailing at the relevant tax point.
- 6.6 Should the End User cancel any work in progress or if Sagacity terminates this Agreement for cause pursuant to Clause 13, Sagacity may at its sole discretion invoice the End User pro rata for the fees payable for the work that Sagacity has undertaken prior to receiving notice of cancellation.
- 6.7
- (a) The Fees shall automatically increase on an annual basis to account for inflation by 5% with effect from the date at which the End User accepts this Agreement.
- (b) If Sagacity plans an increase of more than 5%, Sagacity shall provide at least 28 days' written notice of such increase in the Fees, and, unless the End User exercises its right to terminate during such notice period pursuant to Clause 13.3, it will be deemed to have accepted such price increase.
- 6.8 Without liability to the End User, Sagacity may suspend any or all of the Services if the End User fails to pay any sum when due.
- 6.9 If the End User's usage of the Services at any time exceeds any credit limit offered by Sagacity, Sagacity may issue an interim invoice and/or request early payment of any invoice prior to providing further Services.
- 7 **Claims for Defects** THE END USER'S ATTENTION IS DRAWN TO THE LIMITATIONS SET OUT IN THIS CLAUSE
- 7.1 The fees and tariffs for the Services are determined on the basis of the exclusions and limitations on liability set out in Clauses 7, 8 and 9 below applying to such Services: -
- 7.2 Given that the accuracy of personal data can deteriorate quickly, the End User agrees to examine all Deliverables promptly and to bring any issues to Sagacity's attention In Writing no later than 21 days after delivery of the Deliverables to the End User. If a claim is made during the 21-day period as referred to in Clause 7.1, Sagacity will, at its option, replace the Deliverables free of charge or refund the price of the Deliverables if, following investigation, Sagacity establishes, acting reasonably and in good faith, that such Deliverables were incorrect or defective having taken into account the limitations and disclaimers set out in clause 8 below. This will be in full and final settlement of any and all liability to the End User in respect of the quality and/or fitness for purpose of the Deliverables.
- 8 **Accuracy and Suitability for Requirements**
- 8.1 Sagacity warrants that: (i) it has full corporate power and authority to enter into this Agreement and do all things necessary for the performance of this Agreement; and (ii) it is authorised to provide the Services and any New Data on the terms of this Agreement and any EUL Terms.

- 8.2 As the Products and the Services have not been created to meet the End User's specific requirements, Sagacity gives no warranty that they are fit for the End User's particular purpose.
- 8.3 Data changes constantly and therefore the accuracy of the Deliverables can deteriorate quickly. Sagacity does not warrant that the Deliverables are error free and Sagacity shall not be liable for any errors or inaccuracies in the Deliverables due to inaccurate or incomplete End User Data.
- 8.4 Sagacity does not guarantee actual response rates or other predictive indications in its analytical conclusions and interpretations.
- 8.5 Sagacity does not guarantee that the Services will be error free or run uninterrupted or that the End User will have continuous access to Services or to any data hosted by Sagacity.
- 8.6 Sagacity shall not be liable if any Deliverables contain anything obscene or offensive as a result of such material having been provided by the End User, unless Sagacity has carried out profanity screening on such Deliverables as one of the End User's selected Data Processing Services.
- 8.7 Except for the warranties given in this Agreement, Sagacity gives no other warranties or representations with regard to the Products, Services or the Deliverables and any further warranties or conditions, express or implied, statutory, customary or otherwise are excluded from this Agreement to the extent permitted by law.

9 **Limitation of Liability**

- 9.1 Save as agreed in this Agreement, all other warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.
- 9.2 Nothing in this Agreement shall operate to exclude or limit either Party's liability for fraud or for fraudulent misrepresentation or for death or personal injury caused by its negligence or for any other liability which cannot be excluded or limited by law.
- 9.3 Subject to Clause 9.2, Sagacity shall not be liable in tort (including for negligence), contract, misrepresentation, restitution or otherwise for any loss of sales revenue or profit, loss of business, business interruption, loss of data, loss or depletion of goodwill, loss of opportunity or reputation, loss of management or other time, loss of savings, or pure economic loss, or for any special, indirect or consequential loss, cost, damages, charges or expenses (whether arising directly in the normal course of business or otherwise) even if Sagacity had notice of the possibility of such loss.
- 9.4 Subject to Clauses 9.1 to 9.3, and save as set out in clause 9.5, Sagacity's aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or non-performance of this Agreement shall be limited to the amount paid by the End User for the Deliverables or Services which are the subject of the claim (exclusive of VAT) in the 12 months immediately preceding the date on which the claim arose.
- 9.5 Subject to Clauses 9.2 and 9.3, Sagacity's liability to the End User for any claims made against Sagacity under Clauses 10, 11 or 12 shall be limited in aggregate to £500,000.

10 **Confidentiality and Audit**

- 10.1 Each Party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. Each Party undertakes to keep and treat as confidential all Confidential Information and not to make use of such information for any purpose whatsoever except in the proper

performance of this Agreement.

- 10.2 Each Party may disclose Confidential Information to its employees, professional advisers and others (including subcontractors) only to the extent necessary to perform its obligations under this Agreement provided that any such disclosure is made subject to conditions materially similar to the provisions of this Clause 10.
- 10.3 The obligations of confidentiality above will not apply to material or information which:
 - 10.3.1 is in or enters the public domain (otherwise than through a breach of this Agreement) or;
 - 10.3.2 is already known (as demonstrated by the receiving Party's records) by the receiving Party at the time of disclosure or;
 - 10.3.3 is rightfully obtained by either Party from a third party without a breach of any obligation of confidentiality or;
 - 10.3.4 is developed by the receiving Party completely independently of any such disclosure by the disclosing Party or;
 - 10.3.5 if either Party consents In Writing to the information being disclosed or;
 - 10.3.6 if the receiving Party is compelled to disclose the information by law, by any governmental body or other regulatory authority or by a court or other authority of competent jurisdiction provided that the receiving Party will notify the disclosing Party of any request for such disclosure as soon as is reasonably practicable and takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 10.4 During the term of this Agreement or the 12 month period after its termination, a senior member of staff, or duly qualified independent auditors of Sagacity's and/or any of its Third Party Data Suppliers (such staff and auditors being referred to in this clause as 'the Auditor') may, upon giving no less than 10 working days' notice, visit the End User's premises during Normal Working Hours at a mutually convenient time for the purpose of investigating and assessing the End User's compliance with the terms of this Agreement and any applicable EUL Terms. The Auditor shall be supervised at all times by a senior member of the End User's staff. Any information disclosed to the Auditor shall be subject to the obligations of confidentiality set out in this clause 10 and shall only be used for the proper conduct of the audit and any resulting action required. This right of audit may not be exercised more than once in any 12-month period unless Sagacity has reasonable grounds to suspect that the End User is in breach of its obligations under this Agreement or any applicable EUL Terms.
- 10.5 Each Party also agrees that it will not (except with the prior written consent of the other Party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other Party any person employed or engaged by such other Party, who has been involved in the performance of the contractual arrangements between the Parties. Such restriction shall remain during the term of this Agreement and for a further period of 12 months after its termination, but it shall not operate to prevent engagement of any employee as a result of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other Party.
- 10.6 The Parties agree that damages may not be an adequate remedy for breach of this clause 10 and that the damaged Party may be entitled to apply for injunctive or other equitable relief.
- 10.7 The above provisions of this Clause 10 shall survive termination of this Agreement, howsoever arising.
- 11 **Intellectual Property**
 - 11.1 The Intellectual Property Rights in the Sagacity Trade Marks the Products, Third Party Data and the Deliverables and any which arise in providing the Services are and shall remain, or shall be from the time they arise, Sagacity's

or the Third Party Data Supplier's (as appropriate) exclusive property. The End User shall promptly notify Sagacity of any infringement or suspected infringement by any third party or a claim that any Product or Service infringes the rights of a third party of which it becomes aware and shall assist Sagacity to take such action as it deems appropriate.

- 11.2 Any Intellectual Property Rights in the End User Data are and shall remain the End User's exclusive property. The End User hereby grants Sagacity a non-exclusive, non-transferable, fully paid up, royalty free licence for the term of this Agreement to use and process the End User Data for the purposes of performing Sagacity's obligations under this Agreement. For the avoidance of doubt, this does not affect Sagacity's ability to use the New Data.
- 11.3 Subject to Clauses 11.2 and 11.4, Sagacity assigns to the End User all Intellectual Property Rights in relation to any End User Data.
- 11.4 Sagacity uses its own data sets and uses its Third Party Data Suppliers' data sets for providing the Services to the End User. Consequently, Clause 11.2 does not operate to transfer any ownership of Intellectual Property Rights in such New Data to the End User. However, the End User may use the Third Party Data, together with the Deliverables arising from such data sets, for the End User's internal business purposes, provided that the Deliverables are used in accordance with the terms of this Agreement and any EUL Terms.
- 11.5 Subject to Clause 9.5, Sagacity will indemnify the End User against any claim that the normal operation, possession or use of the Products, Services or Deliverables (other than any aspect relating to End User Data) infringes the Intellectual Property Rights of any third party provided that (i) the End User gives Sagacity immediate notice and complete control of such claim; (ii) the End User does not prejudice Sagacity's defence of such claim; (iii) the End User gives Sagacity all assistance with such claim as it may reasonably require; and (iv) the claim does not arise as a result of a breach of any of the End User's obligations under this Agreement or any EUL Terms.
- 11.6 The End User will not remove any notices of confidentiality, ownership or origin on or contained in the Products, Services or Deliverables.
- 11.7 The End User shall ensure that each reference to, and use of, any of the Sagacity Trade Marks by the End User is in a manner approved by Sagacity. Any use of the Sagacity Trade Marks by the End User shall enure for Sagacity's benefit.
- 11.8 Other than the licences expressly granted under this Agreement, neither Party grants any licence of, right in or makes any assignment of any of its Intellectual Property Rights.

12 Data

- 12.1 The End User shall own all right, title and interest in and to all of the End User Data and shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of the End User Data.
- 12.2 The Parties agree that in respect of any part of the End User Data that constitutes 'Personal Data', Sagacity shall be the 'Data Processor' and the End User shall be the 'Data Controller'. Where Sagacity is supplying Personal Data to the End User, Sagacity, the Third Party Data Supplier and the End User will each be an independent Data Controller. Sagacity may also act as a Data Processor of Personal Data. In each case, 'Personal Data', 'Data Controller' and 'Data Processor' shall have the meanings set out in the Data Protection Legislation.
- 12.3 With regard to Personal Data processed under this Agreement, each Party when acting in its capacity as Data Controller shall: -

- 12.3.1 ensure that when it transfers the relevant Personal Data to the other Party to process it has a legal basis for doing so that the other party in its capacity as Data Processor may lawfully process the data;
- 12.3.2 Where the End User is the Data Controller and is supplying data to Sagacity for processing, ensure that the Data Subject and/or relevant third parties have been informed of, and have freely given their specific, informed and unambiguous consent to the processing of their data, or such use, processing, and transfer is compliant with Data Protection Legislation on other legal grounds and that the End User's instructions comply with such legislation
- 12.3.3 take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental or unlawful loss, destruction, alteration, unauthorised disclosure of or damage or access to Personal data transmitted, stored or otherwise processed;
- 12.3.4 where the End User is the Data Controller, upon receipt of a complaint from any Data Subject related to the End User's use of the Deliverables or New Data, (i) promptly notify Sagacity; (ii) immediately cease using such Data Subject's details for marketing purposes; and (iii) follow any reasonable complaint handling procedure outlined by the Third Party Data Supplier relayed to the End User by Sagacity and (iv) respond to such complaint in accordance with the Data Protection Legislation;
- 12.3.5 ensure that it maintains records of all Personal Data containing:
 - (a) the name and contact details of all Data Processors appointed by it;
 - (b) the name and contact details of its data protection officer (where appointed);
 - (c) the categories of Data Subject, types of Personal Data processing and duration of processing carried out by it;
 - (d) where applicable, details of transfers of Personal Data to a third country or an international organisation by it, including the identification of that third country or international organisation, and the documentation of suitable safeguards in respect of such transfers; and
 - (e) a general description of the technical and organisational security measures implemented by it to safeguard the Personal Data and the processing of the Personal Data.
- 12.3.6 not undertake any act or omission which would breach the Data Protection Legislation:
- 12.4 With regard to Personal Data processed under this Agreement, Sagacity shall:
 - 12.4.1 process the Personal Data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the End User from time to time to the extent the same fall within the scope of the Services;
 - 12.4.2 ensure that any additional or replacement Data Processors it appoints in respect of the Personal Data, are appointed on terms that comply with the Data Protection Legislation and in any event shall remain fully liable to the End User for performance of such Data Processor's obligations;
 - 12.4.3 take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental or unlawful loss, destruction, alteration, unauthorised disclosure of or damage or access to Personal Data transmitted, stored or otherwise processed.
 - 12.4.4 not process or transfer any of End User's Personal Data outside the United Kingdom and/or European Economic

Area (EEA) unless the following conditions are fulfilled:

- (i) the End User or Sagacity has provided appropriate safeguards in relation to the transfer;
- (ii) the data subject has enforceable rights and effective legal remedies;
- (iii) Sagacity complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) Sagacity complies with reasonable instructions notified to it in advance by the End User with respect to the processing of the Personal Data; t;

12.4.5 assist the End User with complying with data protection impact assessments in respect of Sagacity processes; and liaise with the relevant supervisory authority in respect of the processing undertaken by Sagacity where reasonably requested to do so;

12.4.6 at the End User's direction, in respect of the Personal Data which is in Sagacity control: delete or return all the Personal Data to the End User within 6 (six) months after the provision of the relevant services, or in the case of the supply of data analytics and hosting services within 6 (six) months after termination of this Agreement, or for any other period as agreed In Writing between the Parties. Sagacity will delete existing copies once the 6-month period has passed unless any applicable laws require storage of the Personal Data by Sagacity. Upon request, Sagacity will promptly certify In Writing to the End User that it has complied with its obligations in respect of this Clause 12.4.6;

12.4.7 make available to the End User all information reasonably necessary to demonstrate compliance by Sagacity with the obligations applicable to them in this Agreement, and allow for and contribute to audits, including inspections, conducted by the End User, or where agreed by both parties (such agreement not to be unreasonably withheld) another auditor appointed by the End User, upon giving no less than 10 working days' notice to Sagacity of the request to carry out an audit. It is agreed that such audit is to take place during normal working hours and at a mutually convenient time for the purpose of investigating and assessing Sagacity's compliance with the terms of this Agreement and shall be subject to such conditions as Sagacity reasonably imposes in order to protect the confidentiality and security of its systems and data. Any information disclosed shall only be used for the proper conduct of the audit and any resulting action required and shall be treated as Confidential Information of Sagacity. This right of audit may not be exercised other than in accordance with this Clause 12.4.8, nor more than once in any 12-month period, unless: (1) the End User has reasonable grounds to suspect that Sagacity is in breach of its obligations under this Agreement; or (2) otherwise required by applicable law or the direction of a supervisory authority;

12.4.8 promptly inform the End User (together with provision of reasonable written justification at the same time) if it reasonably believes that compliance with any Personal Data processing instructions provided by the End User would contravene Data Protection Legislation;

12.4.9 ensure that it immediately ceases processing Personal Data where this is required by Data Protection Legislation;

12.4.10 ensure that it maintains records of all categories of Personal Data processing activities carried out with, where relevant, such records containing:

- (a) the name and contact details of all other Data Processors appointed by it;
- (b) the name and contact details of its data protection officer (where appointed);

- (c) the categories of Data Subject, types of Personal Data processing and duration of processing carried out by it;
- (d) where applicable, details of transfers of Personal Data to a third country or an international organisation by it, including the identification of that third country or international organisation, and the documentation of suitable safeguards in respect of such transfers; and
- (e) a general description of the technical and organisational security measures implemented by it to safeguard the Personal Data and the processing of the Personal Data.

- 12.4.11 not divulge such Personal Data whether directly or indirectly to any person, without the End User's express consent except to (i) those of its employees and sub-contractors that need to have access to the data and who are made aware of their legal obligations with regards to such data; (ii) the Data Subject, (iii) a supervisory body or; (iv) as required by Data Protection Legislation;
- 12.4.12 promptly carry out any request from the End User or a Data Subject to respond to and/or requiring Sagacity to amend, transfer or delete all or any part of such Personal Data;
- 12.4.13 notify the End User immediately upon receiving any notice or communication from any Data Subject, supervisory or government body which relates directly or indirectly to the processing of the Personal Data;
- 12.4.14 assist the End User to respond promptly to all subject access requests which may be received from Data Subjects and (i) provide the End User with all reasonable information and assistance relating to a Personal Data breach as requested by the End User; (ii) comply with all reasonable steps as reasonably requested by the End User in respect of managing such Personal Data breach and (iii) promptly undertake all such remedial actions as necessary to mitigate the consequences of the Personal Data breach, and to the extent reasonably possible, remedying the cause of the Personal Data breach;
- 12.4.15 notify the End User without undue delay on becoming aware of a breach or a reason to suspect a breach of the terms of this Clause 12.4. or any Personal Data is, or is suspected to be, lost, corrupted, used by or disclosed to a third party in breach of this Agreement; and
- 12.4.16 establish business continuity plans in order to protect Personal Data in the event of unforeseen circumstances including fire protection and secure, regular back-ups.
- 12.4.17 not undertake any act or omission which would breach the Data Protection Legislation.
- 12.5 In the event that any of the above obligations under this clause 12 cause Sagacity to incur material additional expense, Sagacity reserves the right to make reasonable additional charges where the End User requests Sagacity to carry out such actions.
- 12.6 The specific details of data processing are set out in Schedule 2.
- 12.7 The End User consents to Sagacity appointing any of the Authorised Sub-Processors for the purposes of processing Personal Data in connection with the performance of its obligations under this agreement.
- 12.8 Save as set out under clause 12.10 below, Sagacity will notify the End User via email if it wishes to add or replace any Authorised Sub-Processor (an "Additional Sub-Processor"). The End User shall have 45 days from the date of the Sagacity's notice to object, via email to contractnotices@sagacitysolutions.co.uk, to the appointment of

an Additional Sub-Processor (an "Objection Notice"). The End User shall only give an Objection Notice if it has a reasonable ground such as lack of data protection or security to do so. If no Objection Notice is received from the End User within 45 days from the date of the Sagacity's notice, the End User shall be deemed to have given consent to the Additional Sub-Processor whereupon they shall become an Authorised Sub-Processor. If the End User gives an Objection Notice, Sagacity will consider the Objection Notice and aim to provide the End User with a decision within 20 days.

- 12.9 If Sagacity appoints an Authorised Sub-Processor, Sagacity shall remain responsible under this Agreement.
- 12.10 Sagacity may appoint an Additional Sub-Processor immediately if necessary for business continuity or legal compliance. In this case, the Sagacity will notify the End User after such appointment and provide an opportunity to object in a similar manner to clause 12.8 above.

13 Duration and Termination

- 13.1 This Agreement will commence on the Start Date and shall continue for an initial period of 12 months (the 'Contract Period') and thereafter shall continue for successive 12-month periods (the 'Renewal Period') unless and until terminated pursuant to this Clause 13.
- 13.2 Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this Agreement: -
 - (a) by giving not less than 3 calendar months' notice In Writing to the other Party, such notice expiring not earlier than the end of the initial Contract Period or subsequent Renewal Period;
 - (b) immediately upon serving notice In Writing if the other Party commits any breach of any of the material terms of this Agreement (payment terms being 'material' for these purposes) and in the case of a breach which is capable of being remedied, such breach is not remedied within 14 days of a written request to do so;
 - (c) immediately upon serving notice In Writing if the other party (i) has a receiver or administrative receiver appointed over its assets; (ii) becomes subject to the filing of a petition, notice or order, or passes a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); (iii) a court of competent jurisdiction makes an order to that effect; (iv) becomes subject to an administration order; (v) enters into any voluntary arrangement with its creditors; (vi) ceases or threatens to cease to carry on business (v) suspends or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or (v) applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986 or (vi) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 13.2(c);
 - (d) If the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - (e) If any warranty given is found to be untrue or misleading;
- 13.3 The End User may terminate the relevant Data Processing Service on 28 days' notice In Writing if Sagacity serves notice of a price increase contemplated under Clause 6.7(b) and the End User does not agree to the price increase.

13.4 Sagacity may terminate this Agreement, or certain Services performed under it immediately by serving notice In Writing:

i. if the End User breaches any EUL Term; or

ii. if any of Sagacity's licences to use Third Party Data are terminated or due to a change in law it is no longer permissible to continue to supply any or all of the Services. In such circumstances, Sagacity shall give the End User a pro-rata refund of any applicable Annual Licence Fee.

13.5 Termination of this Agreement or any Services performed under it shall not affect any accrued rights or obligations of either Party. The provisions of any clauses of this Agreement and any EUL Terms expressed or required by implication to survive termination shall survive termination of this Agreement for any reason. Upon termination of this Agreement for whatever reason, Sagacity shall delete all End User Data from its operational systems within a reasonable time period and the End User shall forthwith delete all New Data from its systems save where the End User has paid for permanent use of such data or is otherwise permitted to retain such data under the appropriate EUL Terms.

13.6 On termination of this Agreement for any reason:

(a) all licences granted shall immediately terminate; and

(b) each party shall return all property and other items belonging to the other party

14 General

14.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances and warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.2 (a) Neither party shall have any liability to the other under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock outs or other industrial disputes (whether involving the workforce of Sagacity or a Third Party Supplier), failure of a utility service or transport or communications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Sagacity's, provided that the End User is notified of such an event and its expected duration.

(b) In such circumstances, the affected Party shall be entitled to a reasonable extension of time for performing such obligations provided that if the period of delay persists for 3 months or more, the Party not affected may terminate this Agreement by giving 30 days' written notice to the other.

14.3 If there is an inconsistency between any provisions of this Agreement and the EUL Terms, the provisions of this Agreement shall prevail.

14.4 The failure of either Party to enforce any of the provisions of this Agreement will not be construed as a waiver of its rights in respect of such provision, nor shall any such failure prejudice that Party's right to take subsequent action in respect of it.

14.5 Any rights of any person not a party to this Agreement to enforce the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded, save that Royal Mail shall be entitled to enforce the provisions of any EUL Terms which relate to any Royal Mail Services, including the Royal Mail EULAs pursuant to

the Contracts (Rights of Third Parties) Act 1999.

- 14.6 This Agreement, the online pricing schedules for the Online Products, any Order Confirmations or EUL Terms entered into between the Parties will constitute the entire agreement between the Parties in relation to its subject matter and supersede and replace all previous written or oral agreements and understandings between the Parties (including any confidentiality agreements and without prejudice to any accrued liabilities). Any other terms and conditions (including those in the End User's purchase orders) shall have no effect. In the event of any inconsistencies between such documents, Clauses 1 to 14 and Schedule 1 of this Agreement shall take priority in respect of any matters relating to the provision of the Products and the Services and the EUL Terms shall take priority in respect of any matters relating to the Third Party Data utilised by the Services and the Products.
- 14.7 The Parties acknowledge and agree that they have not been induced to enter into this Agreement in reliance upon any representation, warranty, promise, statement or undertaking of any kind other than as expressly set out in this Agreement. Nothing in this Clause 14.7 will limit or exclude any liability in respect of any misrepresentations made fraudulently.
- 14.8 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, the same shall be deemed omitted from this Agreement and the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission. Save if any invalid, illegal or unenforceable provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 14.9 Sagacity may revise the terms of this Agreement or any EUL Terms from time to time. The End User will be given at least 28 days' notice of any material amendments to this Agreement and/or any EUL Terms which require the End User to re-accept the Agreement/EUL Terms online. Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless In Writing and signed by a duly authorised representative of each of the Parties to it.
- 14.10 The End User shall not, without the prior written consent of Sagacity (such consent not to be unreasonably withheld or delayed), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 14.11 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between the Parties or otherwise authorise either party to act as agent for the other party, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 14.12 All notices which are required to be given shall be In Writing. Any notices shall be deemed to have been received if sent by prepaid registered first class post two days after posting (excluding Saturdays, Sundays and Bank and public holidays), if delivered by hand on the day of delivery and if sent by email, to contractnotices@sagacitysolutions.co.uk, on a working day prior to 4.00 pm at the time of transmission or otherwise on the next working day.
- 14.13 This Agreement (including any non-contractual disputes or claims) will be governed by English law and the Parties submit to the exclusive jurisdiction of the English courts over any claim or matter arising under or in connection with this Agreement.

SCHEDULE 1

Definitions and Interpretation

“Analysis Services”	analysis of the End User Data involving the creation by Sagacity of a new database in a format suitable for analysis using statistical and other techniques;
“Annual Licence Fee”	the annual fee if any, agreed between the Parties In Writing payable by the End User for use of API Services and/or Sagacity>Online and/or Hosting Services subject to increase in accordance with this Agreement (but which is not payable where an End User is trialling Sagacity's services using a test account or in relation to the creation of a credit card account);
“API or API Services”	the Data Processing Services performed by Sagacity's integrated data processing platform;
“Authorised Sub-Processor”	means those set out in Schedule 3;
“Bureau Services”	the Data Processing Services described in the Order Confirmation to be provided by Sagacity;
“Confidential Information”	any information designated as such by either Party together with all other information including without limitation information relating to the business affairs, business plans, business strategies, finances, products, services, data (including the End User Data and the New Data as appropriate), software programs, specifications, documentation, source or object code, developments, pricing terms, trade secrets, know-how, personnel, customers, prospects, suppliers and any other information of a confidential nature imparted by either Party to the other Party during the term of this Agreement or coming into existence as a result of either Party's obligations, whether existing in hard copy form, in electronic form or otherwise, and whether disclosed orally or in writing;
“Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);
“Data Processing Services”	the data cleaning or enhancement services performed on End User Data by Sagacity which may utilise datasets owned by Sagacity or supplied to Sagacity by Third Party Data Suppliers;
“Data Subject”	as defined in the Data Protection Legislation;

“Data Supply Services”	providing data that has been supplied by Sagacity or sourced from Third Party Data Suppliers to the End User;
“Deliverables”	the output data (including any New Data) and media (if any) resulting from performance of the Services;
“End User Data”	a compilation of records of the End Users' existing or prospective customers provided by the End User to Sagacity prior to receiving the Services;
“EUL Terms”	the terms and conditions supplied by Sagacity governing use of the Third Party Data or of the New Data supplied by Sagacity (as applicable) in relation to a particular Service, including those relating to Royal Mail Services;
“Fees”	the Annual Licence Fee(s), if any, and the tariffs and fees for the Services referred to in clause 6.1 (both subject to increase in accordance with this Agreement);
“Group Company”	in relation to any company, that company and every holding and subsidiary company of that company, or any holding or subsidiary company of any such holding or subsidiary company from time to time (holding and subsidiary company shall have the definitions in Section 1159 Companies Act 2006);
“Hosting Services”	hosting of End User Data on Sagacity's servers;
“Intellectual Property Rights”	any and all intellectual property rights in any part of the world including rights in or in connection with inventions, patents, copyright, moral rights, trademarks, service marks, business or trade names, design rights and database rights, together with all other rights of a similar or corresponding character or nature whether or not now existing or that come into existence in the future and whether or not registered or registerable including all applications and rights to apply for registration of such rights and all renewals and extensions and all rights of action and remedies in relation to past infringements;
“In Writing”	means notice given in writing which excludes fax but includes email (Sagacity email address is: contractnotices@sagacitysolutions.co.uk. The End User email address is: the one associated with the End User's account). It is the End User's responsibility to keep its email address current. The End User will be deemed to have received any email sent to the email address then associated with the End User's account when Sagacity sends the email, whether or not the End User actually receives the email;
“New Data”	any data regarding a Data Subject that did not form part of the End User Data prior to Sagacity's performance of its Services and that Sagacity provides under this Agreement;
“Normal Working Hours”	9 a.m. to 5p.m. Monday to Friday, excluding bank and public holidays and any notified Christmas shutdown;

“Online Services”	the batch Data Processing Services selected by the End User to be performed by Sagacity's online data processing facility called 'Sagacity>Online' or API;
“Order Confirmation”	a notice In Writing from Sagacity to the End User following the End User's request for certain Services (other than Online Services) confirming which (if any) of the requested Services that Sagacity shall provide (subject to the End User's acceptance of the relevant EUL Terms), a description of such Service(s) and the cost and estimated delivery times for such Service(s) and format of End User Data required which the End User shall be required to sign to confirm its acceptance;
“Parties/Party”	both parties or a party to this Agreement as the context requires;
“Product(s)”	any or all of Sagacity's online data processing facilities called 'Sagacity>Online' and 'API';
“Royal Mail”	Royal Mail Group Limited, 185 Farringdon Road, London, United Kingdom, EC1A 1AA;
“Royal Mail EULA(s)”	the licence agreement(s) relating to the Royal Mail Services provided by Sagacity;
“Royal Mail Services”	any services provided by Royal Mail;
“Services”	such of the Bureau Services, API Services, Sagacity Online Services, Hosting Services, Analysis Services, Data Processing Services, Data Supply Services, Royal Mail Services and any other services as may be requested by the End User from time to time and confirmed by Sagacity in an Order Confirmation;
“Start Date”	the date on which the End User accepts this Agreement online;
“Support Services”	the administrative, user and technical support provided by Sagacity by telephone and email for the Products;
“Third Party Data”	data supplied by Sagacity from a Third Party Data Supplier in connection with certain Services;
“Third Party Data Supplier(s)”	persons that have licensed Third Party Data to Sagacity;
“Sagacity Trade Marks”	any and all trade marks owned and used by Sagacity from time to time in connection with the Products and Services and whether registered or unregistered and including without limitation UK registered trade mark number 2266989, the Sagacity name and logos, API and the Sagacity>Online name and logo;
“UK GDPR”	has the meaning given to it in section 3(1) (as supplemented by section 205(4)) of the Data Protection Act 2018; and
“VAT”	Value Added Tax which will be added to an invoice at the prevailing rate.

1. In this Agreement:
 - 1.1. use of the singular includes the plural and vice versa and the use of any gender includes the other genders;
 - 1.2. references to 'persons' shall include references to individuals, bodies corporate, partnerships and unincorporated associations;
 - 1.3. clause headings are for convenience only and shall not affect the interpretation of this agreement;
 - 1.4. any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
 - 1.5. reference to any Statute or regulation includes a reference to any amendment or re-enactment and to any subordinate legislation made under such Statute or regulation; and
 - 1.6 any capitalised terms used in the EUL Terms shall have the meaning set out above, unless otherwise defined in the applicable EUL Terms.

SCHEDULE 2

Data Processing

1. Data set:

End User's customer or prospect personal data

2. Operation (including any use of Sub-processors)

The cleansing of End User customer and / or prospect data and any other processing forming part of the Services

3. Nature and Purpose of the Processing

Sagacity processing the Personal Data to cleanse and / or enhance the data to improve its accuracy, completeness and currency and any other processing included within the Services

4. Categories of Data Subject affected

End User customers and / or prospects

5. Types of Personal Data Processed

End User name and address and other non-sensitive data related to the individual

6. Controller of the Personal Data

End User

7. Duration of the Processing

As per the retention policy i.e. need for storage for a valid legal or regulatory requirement; or for the duration of the Term or any extended terms of the Agreement

SCHEDULE 3

Sagacity Solutions Limited - Authorised Sub-Processors

Authorised Sub-Processor	Purpose of Processing	Data Type Processed	Processing Location(s)	Safeguards
AWS (Amazon Web Services)	IaaS hosting, data processing, storage and compute	May include end-customer PII and client datasets	UK/EEA	AWS's GDPR Data Processing Addendum ("DPA") (including Standard Contractual Clauses ("SCCs") applies to any limited transfers outside the UK/EEA. Note: AWS commits not to move customer content outside the UK/EEA unless instructed, but SCCs apply for limited ancillary transfers (e.g. support).
Databricks	PaaS data processing, storage and compute	May include end-customer PII and derived analytics	Deployed on AWS regions in UK/EEA	Databricks DPA (incorporating SCCs) applies. Data processed in UK/EEA regions only.
Microsoft (Azure / O365)	SaaS business applications (email, docs, collaboration), data storage and compute (Azure workloads)	Usually client employee PII (e.g. names, email addresses); may include end-customer PII if using Azure-based workloads	UK	Microsoft GDPR terms and SCCs. Note: Microsoft's GDPR terms and SCCs cover any support-related transfers outside UK/EEA.
Sigma (sigmacomputing.com)	Embedded data visualisation and analytics for client data	May include end-customer PII depending on data visualised. For clients using Sagacity's Customer Intelligence Platform, Sigma may process website visitor PII (i.e. usernames, emails, login events)	Deployed on AWS regions of UK/EEA	Sigma DPA (incorporating SCCs). Deployed on AWS UK/EEA regions.

Authorised Sub-Processor	Purpose of Processing	Data Type Processed	Processing Location(s)	Safeguards
Clerk (clerk.com)	Identity and authentication for users of client platforms	For clients using Sagacity's Customer Intelligence Platform and creating user accounts, Clerk may process website visitor PII (i.e. usernames, emails, login events)	US	Clerk DPA. Certified under the EU-U.S. Data Privacy Framework; SCCs apply where required.
Google Analytics	Google Analytics tracks web usage analytics for purposes of site performance monitoring	For clients using Sagacity's Customer Intelligence Platform, Google Analytics may process website visitor PII such as pseudonymous identifiers (IP, cookies, device data)	US	Google DPA (incorporating SCCs). Data minimisation measures applied (e.g. IP anonymisation, retention controls). Requires valid cookie/consent compliance by controller.
HubSpot	CRM and marketing automation; registration and lead generation	Client employee PII (i.e. business contact details)	EEA	HubSpot DPA (incorporating SCCs). EEA data centre hosting, with ancillary transfers to US.
Acumatica (www.acumatica.com)	Accounting; used for billing, credit and collections	Client employee PII (i.e. finance contact details)	EEA	Acumatica DPA (incorporating SCCs).
Freshservice (www.freshworks.com)	IT service desk for managing support requests	Client employee PII (i.e. name, email, support query details)	EEA	Freshworks DPA (incorporating SCCs).
ClickUp (clickup.com)	Task management and collaboration; workflows may touch client servicing tasks	Client employee PII (i.e. support requestors contact details, email addresses, phone numbers)	US and EEA	ClickUp DPA (incorporating SCCs). Primarily US and EEA hosting.

Authorised Sub-Processor	Purpose of Processing	Data Type Processed	Processing Location(s)	Safeguards
PostHog	Product analytics, error tracking, performance monitoring, and system audit logging for “Sagacity’s Customer Intelligence Platform”.	For clients using Sagacity’s Customer Intelligence Platform and creating user accounts, PostHog may process website visitor PII (i.e. usernames, emails and end-user interaction metadata).	EEA	PostHog provides a DPA and supports GDPR compliance, including SCCs for any transfers outside the UK/EEA. EEA-only hosting and/or self-hosting options are available to restrict data residency. (Current hosting is set to EEA).
1Password	Secure File and Credential Sharing	Contains client employee PII (e.g. names, email addresses) and sensitive data relating to password and system credentials	UK/EEA and US	1Password DPA (including SCCs) and supports GDPR compliance.
Lead Forensics	Tracks web usage analytics for purposes of CRM and Lead Generation	For clients using Sagacity’s Customer Intelligence Platform, Lead Forensics may process website visitor PII such as pseudonymous identifiers (IP, cookies, device data)	UK	DPA and UK-based hosting.
Docusign	Contract and documents signage	Client employee PII (i.e. business contact details) may also process website visitor PII such as pseudonymous identifiers (IP, cookies, device data)	EEA	Docusign DPA (including SCCs).
Other sub-processors	As may be required for specific services and notified to client accordingly	Notified to client accordingly	Notified to client accordingly	Notified to client accordingly

By clicking the 'Accept' button, you are deemed to have accepted the terms and conditions above and you hereby confirm that you are authorised to enter into and form a binding contract on behalf of the End User.