

S I M U N I X

ORBIS Network - Terms & Conditions V2.0



Document Information

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The Service is offered to Customers in accordance with these Terms and Conditions together with any applicable Order Form, Call-Off Contract or Framework Agreement entered into between the Customer and Simunix.

Customers are recommended to read these Terms and Conditions carefully before entering into any agreement for the provision of the Service. The Customer's attention is particularly drawn to the provisions of clause 13 (Limitation of Liability).

1.0 Interpretation

1.1 Description

"Agreement"

means these Terms and Conditions together with any applicable Order Form, Call-Off Contract and/or Framework Agreement entered into between the Customer and Simunix for the provision of the Service.

"API"

means an application programming interface made available by Simunix, or via an approved third-party provider, enabling system-to-system access to certain elements of the Service where expressly enabled.

"Authorised Users"

means employees, officers or agents of the Customer who are authorised to access and use the Service and whose email address matches an approved organisational domain configured for the Customer.

"Bulk Processing"

means the submission of datasets by or on behalf of the Customer to the Service for the purposes of cleansing, verification, updating, matching or analysis.

"Charges"

means the fees payable by the Customer for access to the Service and any Optional Enhancements, as set out in the applicable Order Form, Call-Off Contract or Framework Agreement.

"Customer Data"

means any data submitted to the Service by or on behalf of the Customer, including datasets uploaded for Bulk Processing.

"Framework"

means the Crown Commercial Service G-Cloud 15 framework, or any successor framework.

“Optional Enhancements”

means services not included within the core ORBIS Network service and provided subject to separate agreement, including but not limited to:

- (a) SmartPath;
- (b) Bank Verification services;
- (c) Land Registry data access;
- (d) API access; and
- (e) onsite training, bespoke reporting or additional support services.

“ORBIS Network”

means the cloud-based software-as-a-service platform operated by Simunix providing access to UK data sources for investigation, verification and intelligence purposes.

“Service”

means ORBIS Network together with any Optional Enhancements expressly agreed in writing.

“Third-Party Data”

means data supplied to Simunix by third-party providers, including but not limited to BT, Royal Mail and other licensed data providers.

“Third-Party Providers”

means third parties that supply data, infrastructure or services to Simunix in connection with the delivery of the Service.

“Third-Party Cost Increase”

means any increase in charges imposed on Simunix by a Third-Party Provider in respect of Third-Party Data or services required to deliver the Service.

1.2 Interpretation Rules

In these Terms and Conditions:

- a) references to clauses are to clauses of these Terms and Conditions;
- b) headings are for convenience only and shall not affect interpretation;
- c) words in the singular include the plural and vice versa;
- d) references to legislation include any amendment or re-enactment of that legislation; and
- e) references to writing include email unless otherwise stated.

2.0 Simunix’s Obligations and Restrictions

2.1 Provision of the Service

Simunix shall provide the Service to the Customer in accordance with this Agreement and shall use reasonable skill and care in the provision of the Service.

2.2 Service Availability

Simunix shall use reasonable endeavours to make the Service available to the Customer. The Customer acknowledges that uninterrupted availability cannot be guaranteed and that access to the Service may be temporarily restricted due to maintenance, updates, third-party dependencies or circumstances outside Simunix's reasonable control.

2.3 Changes to the Service

Simunix reserves the right to update, modify or improve the Service from time to time, including changes to functionality, data sources, result formats or user interface, provided that such changes do not materially reduce the overall functionality of the Service.

2.4 Third-Party Data and Dependencies

The Customer acknowledges that the Service relies on Third-Party Data and services provided by Third-Party Providers. Simunix does not warrant the availability, completeness or accuracy of Third-Party Data and shall not be responsible for any interruption, change or withdrawal of Third-Party Data beyond its reasonable control.

2.5 Suspension of Access

Simunix may suspend access to the Service, in whole or in part, where necessary to:

- a) maintain the security or integrity of the Service;
- b) comply with applicable law or regulatory requirements;
- c) investigate suspected misuse or unauthorised access; or
- d) carry out essential maintenance or updates.

Where reasonably practicable, Simunix shall provide advance notice of any suspension.

2.6 No Guaranteed Outcomes

The Service is provided to support investigation, verification and intelligence-led activities. Simunix does not guarantee that use of the Service will result in any particular outcome, result or decision, and the Customer remains responsible for how information obtained from the Service is used.

3.0 The Service

3.1 Access to the Service

Subject to the terms of this Agreement, Simunix grants the Customer a non-exclusive, non-transferable right to permit Authorised Users to access and use the Service during the Term for the Customer's internal business purposes.

3.2 User Registration and Access Controls

Authorised Users may register for access to the Service where their email address matches an approved organisational domain configured for the Customer. Domain restrictions are applied to prevent unauthorised registration.

Account lifecycle management, including account disablement and deletion, is managed by Simunix in coordination with the Customer's nominated point of contact. The Customer is responsible for promptly notifying Simunix where access should be amended or withdrawn.

3.3 User Credentials

Each Authorised User shall be issued with access credentials and shall be responsible for maintaining the confidentiality of those credentials. The Customer shall ensure that Authorised Users do not share credentials or permit access to the Service by unauthorised persons.

3.4 Scope of Use

The Service is provided to support investigation, verification, tracing and intelligence-led activities. The Customer shall ensure that the Service is used only for lawful purposes and in accordance with applicable legislation, regulatory requirements and internal policies.

3.5 Optional Enhancements

Optional Enhancements, including SmartPath, Bank Verification services, Land Registry data access and API access, are not included within the core Service unless expressly agreed in writing. Optional Enhancements may be subject to additional Charges, usage limits and terms.

3.6 Changes to Data Sources and Functionality

The Customer acknowledges that data sources, functionality and outputs may change from time to time due to changes imposed by Third-Party Providers or as part of service improvements. Simunix shall use reasonable endeavours to manage such changes in a manner that minimises disruption to the Service.

3.7 No Assignment of Rights

Nothing in this Agreement shall be deemed to assign or transfer any rights in Third-Party Data to the Customer. Access to Third-Party Data is provided solely for use through the Service and subject to the terms of this Agreement.

4.0 Customer Restrictions

4.1 Permitted Use

The Customer shall ensure that the Service is used solely by Authorised Users and only for the Customer's internal business purposes and lawful public sector activities.

4.2 Prohibited Activities

The Customer shall not, and shall ensure that Authorised Users do not:

- a) access, use or attempt to access the Service for any unlawful purpose or in breach of applicable legislation or regulatory requirements;
- b) permit access to the Service by any unauthorised third party;
- c) copy, scrape, harvest, extract or otherwise reproduce data obtained from the Service except as expressly permitted by this Agreement;
- d) attempt to circumvent any access controls, security measures or usage limits applied to the Service;
- e) interfere with or disrupt the integrity or performance of the Service or the data contained within it;
- or
- f) use the Service in a manner that could reasonably be expected to damage the reputation or operations of Simunix or its Third-Party Providers.

4.3 Data Export and Reproduction

The Service is provided as a query-based platform. The Customer shall not create or attempt to create standalone databases, datasets or derivative products from data obtained through the Service unless expressly permitted in writing by Simunix.

Any permitted exports, reports or outputs shall be subject to agreed usage, security and retention requirements.

4.4 Compliance with Third-Party Terms

The Customer acknowledges that access to Third-Party Data is subject to restrictions imposed by Third-Party Providers. The Customer shall comply with all applicable restrictions notified by Simunix from time to time.

4.5 Responsibility for Users

The Customer shall be responsible for the acts and omissions of its Authorised Users in connection with use of the Service and shall ensure that all Authorised Users are made aware of and comply with the terms of this Agreement.

5.0 Customer Data

5.1 Ownership of Customer Data

All right, title and interest in and to Customer Data shall remain with the Customer. Nothing in this Agreement shall operate to transfer ownership of Customer Data to Simunix.

5.2 Use of Customer Data

Simunix shall process Customer Data solely for the purposes of providing the Service, fulfilling its obligations under this Agreement and complying with applicable legal or regulatory requirements.

5.3 Uploaded Data and Bulk Processing

Where the Customer uploads data to the Service for the purposes of Bulk Processing, such data shall be processed within the controlled ORBIS Network environment and in accordance with agreed processing activities.

Uploaded Customer Data shall not be used for any purpose other than delivering the requested processing activity and supporting service delivery.

5.4 Data Retention

Customer Data shall be retained only for as long as necessary to provide the Service or complete the agreed processing activity, unless a longer retention period is required by law.

Uploaded datasets used for Bulk Processing shall be deleted or securely disposed of in accordance with Simunix data retention policies once processing is complete, unless otherwise agreed in writing.

5.5 Data Deletion and Access Management

Simunix shall manage the deletion or deactivation of user accounts and associated access in coordination with the Customer's nominated point of contact.

The Customer acknowledges that user access removal and data handling actions are managed by Simunix and are not self-service functions.

5.6 Compliance with Data Protection Law

Each party shall comply with its respective obligations under applicable data protection legislation in connection with the processing of Customer Data.

6.0 Charges

6.1 Charges and Payment

The Customer shall pay the Charges for the Service and any Optional Enhancements in accordance with the amounts and payment terms set out in the applicable Order Form, Call-Off Contract or Framework Agreement.

Charges are exclusive of value added tax (VAT), which shall be payable by the Customer at the applicable rate.

6.2 Scope of Charges

Unless expressly stated otherwise, Charges cover access to the core ORBIS Network service only. Optional Enhancements, including SmartPath, Bank Verification services, Land Registry data access, API access and onsite training, are not included within the core Service and are subject to separate agreement and additional Charges.

6.3 Changes to Charges

Simunix reserves the right to vary the Charges in the following circumstances:

- a) where the scope of the Service or Optional Enhancements is changed at the Customer's request;
- b) where additional functionality, datasets or usage is agreed; or
- c) where a Third-Party Cost Increase occurs.

In the event of a Third-Party Cost Increase, Simunix may increase the Charges by an amount proportionate to the increase imposed by the relevant Third-Party Provider. Simunix shall provide reasonable notice of any such increase.

6.4 Fair Usage

Access to the Service is subject to a fair usage policy. Where sustained or excessive usage is identified that may impact service performance or third-party licensing arrangements, Simunix reserves the right to discuss appropriate adjustments with the Customer, including changes to usage limits or Charges.

6.5 Invoicing

Invoices shall be issued in accordance with the applicable Order Form, Call-Off Contract or Framework Agreement. Unless otherwise agreed in writing, invoices shall be payable within thirty (30) days of the invoice date.

7.0 Fair Usage Policy

7.1 Fair Usage

Access to the Service is provided on a fair usage basis. Fair usage is intended to ensure that the Service remains available, reliable and performant for all customers and that use of the Service remains consistent with agreed licensing and third-party data arrangements.

7.2 Monitoring of Usage

Simunix may monitor usage of the Service at an organisational level to identify patterns of use that may reasonably be considered excessive, unusual or inconsistent with the intended use of the Service.

7.3 Excessive or Unusual Usage

Where Simunix identifies usage that may impact service performance, third-party licensing arrangements or the experience of other customers, Simunix shall notify the Customer and work collaboratively to agree appropriate steps. These may include, where appropriate:

- a) adjustments to usage patterns;
- b) enabling additional Optional Enhancements; or
- c) agreeing revised Charges or usage terms.

7.4 No Hard Usage Caps

Unless expressly stated in an Order Form, Call-Off Contract or Framework Agreement, the Service is not subject to fixed usage caps. Nothing in this clause shall prevent Simunix from taking reasonable steps to protect the integrity and availability of the Service.

8.0 Licence

8.1 Licence Grant

Subject to the terms of this Agreement and payment of the applicable Charges, Simunix grants the Customer a non-exclusive, non-transferable, revocable licence to permit its Authorised Users to access and use the Service during the Term for the Customer's internal business purposes only.

8.2 Licence Restrictions

Except as expressly permitted under this Agreement, the Customer shall not, and shall ensure that Authorised Users do not:

- a) sublicense, assign, sell, lease or otherwise make the Service available to any third party;
- b) reverse engineer, decompile or attempt to derive the source code of the Service;
- c) copy or reproduce the Service or any part of it except as necessary for permitted use; or
- d) use the Service in a manner inconsistent with this Agreement.

8.3 No Transfer of Intellectual Property

Nothing in this Agreement shall operate to transfer ownership of any intellectual property rights in the Service, ORBIS Network or any Optional Enhancements to the Customer. All such rights shall remain vested in Simunix or its licensors.

8.4 Third-Party Data

The Customer acknowledges that access to Third-Party Data is provided solely through the Service and subject to the terms of this Agreement. No rights in Third-Party Data are granted to the Customer other than the right to access such data through the Service during the Term.

8.5 Termination of Licence

Upon termination or expiry of this Agreement for any reason, the licence granted under this clause shall automatically terminate and the Customer's right to access and use the Service shall cease.

9.0 Confidentiality

9.1 Confidential Information

Each party undertakes that it shall not at any time during this Agreement, and for a period of five (5) years after termination or expiry, disclose to any third party any confidential information belonging to or relating to the other party, its business, affairs, customers, clients or suppliers ("Confidential Information"), except as permitted by this clause.

9.2 Permitted Disclosure

Each party may disclose the other party's Confidential Information:

- a) to its employees, officers, representatives, contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under this

Agreement, provided that such persons are subject to confidentiality obligations no less protective than those set out in this Agreement; or
b) as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.

9.3 Exclusions

Confidential Information shall not include information that:

- a) is or becomes generally available to the public other than as a result of a breach of this Agreement;
- b) was lawfully in the receiving party's possession before disclosure;
- c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- d) is independently developed by the receiving party without reference to the disclosing party's Confidential Information.

9.4 Use of Confidential Information

Each party shall use the other party's Confidential Information only for the purposes of performing its obligations or exercising its rights under this Agreement.

9.5 Survival

The provisions of this clause shall survive termination or expiry of this Agreement.

10.0 Security

10.1 Security Measures

Simunix shall implement appropriate technical and organisational measures to protect the Service and Customer Data against unauthorised or unlawful processing and against accidental loss, destruction or damage.

10.2 Hosting and Infrastructure Security

The Service is hosted within UK-based cloud infrastructure. Simunix uses reputable third-party hosting providers and applies controls to restrict physical and logical access to systems used to deliver the Service.

10.3 Data Protection in Transit and at Rest

Data transmitted between users and the Service is protected using secure communications protocols, including Transport Layer Security (TLS) version 1.2 or above. Customer Data stored within the Service is protected using appropriate encryption and access controls.

10.4 Access Controls

Access to the Service is restricted to Authorised Users and Simunix personnel with a legitimate business need. Access rights are managed in accordance with Simunix access control procedures.

10.5 Security Incidents

Simunix shall maintain processes for identifying, managing and responding to security incidents affecting the Service. Where a security incident involves Customer Data and triggers a legal or regulatory notification requirement, Simunix shall notify the Customer without undue delay.

10.6 Customer Responsibilities

The Customer shall ensure that Authorised Users comply with the security requirements set out in this Agreement and take reasonable steps to protect access credentials from unauthorised use.

11.0 Intellectual Property Rights

11.1 Customer Responsibilities

All intellectual property rights in and to the Service, ORBIS Network, any Optional Enhancements, documentation, software, processes and materials provided by Simunix shall remain the property of Simunix or its licensors.

11.2 No Transfer of Rights

Nothing in this Agreement shall operate to assign, transfer or otherwise grant the Customer any intellectual property rights in the Service, ORBIS Network or any Optional Enhancements, except for the limited licence expressly granted under Clause 8.

11.3 Third-Party Intellectual Property

The Customer acknowledges that elements of the Service include Third-Party Data and materials licensed to Simunix by Third-Party Providers. All intellectual property rights in such Third-Party Data remain vested in the relevant Third-Party Providers.

11.4 Feedback

Where the Customer provides feedback, suggestions or recommendations relating to the Service, Simunix may use such feedback without restriction and without obligation to the Customer, provided that such use does not disclose the Customer's Confidential Information.

11.5 Customer Materials

The Customer warrants that it has the right to submit any Customer Data to the Service and that such submission does not infringe the intellectual property rights or other rights of any third party.

12.0 Warranties and Disclaimers

12.1 Mutual Warranties

Each party warrants that it has the full right, power and authority to enter into this Agreement and to perform its obligations under it.

12.2 Service Warranty

Simunix warrants that it shall provide the Service using reasonable skill and care and in accordance with

this Agreement.

12.3 No Warranty as to Data Accuracy or Completeness

The Customer acknowledges that the Service relies on Third-Party Data and information obtained from multiple sources. Simunix does not warrant that data accessed through the Service will be accurate, complete, current or error-free.

12.4 No Guaranteed Outcomes

The Service is provided to support investigation, verification and intelligence-led activities. Simunix does not warrant or represent that use of the Service will achieve any particular outcome, decision or result.

12.5 Disclaimer of Other Warranties

Except as expressly stated in this Agreement, all warranties, representations, conditions and other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

12.6 Customer Responsibility

The Customer remains responsible for determining the suitability of the Service for its purposes and for how information obtained through the Service is used, including compliance with applicable legislation, policies and procedures

13.0 Limitation of Liability

13.1 Unlimited Liability

Nothing in this Agreement shall limit or exclude either party's liability for:

- a) death or personal injury caused by its negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any other liability which cannot be limited or excluded by law.

13.2 Excluded Losses

Subject to clause 13.1, neither party shall be liable to the other for any indirect or consequential loss, including (without limitation) loss of profit, loss of revenue, loss of business, loss of goodwill or loss of anticipated savings, whether arising in contract, tort (including negligence) or otherwise.

13.3 Liability Cap

Subject to clauses 13.1 and 13.2, Simunix's total aggregate liability to the Customer arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall be limited to the total Charges paid or payable by the Customer to Simunix under the applicable Order Form, Call-Off Contract or Framework Agreement in the twelve (12) months preceding the event giving rise to the claim.

13.4 Third-Party Data and Dependencies

Simunix shall not be liable for any loss or damage arising from:

- a) the accuracy, completeness or availability of Third-Party Data; or
- b) the acts or omissions of Third-Party Providers beyond Simunix's reasonable control.

13.5 Use of the Service

The Customer acknowledges that the Service provides information to support investigation and decision making and that Simunix shall not be liable for any decisions made or actions taken by the Customer or its Authorised Users based on information obtained through the Service.

14.0 Term and Termination

14.1 Term

This Agreement shall commence on the start date specified in the applicable Order Form, Call-Off Contract or Framework Agreement and shall continue for the term specified therein, unless terminated earlier in accordance with this Agreement ("Term").

14.2 Termination for Convenience

Either party may terminate this Agreement for convenience by providing written notice to the other party in accordance with the termination provisions set out in the applicable Order Form, Call-Off Contract or Framework Agreement.

14.3 Termination for Cause

Either party may terminate this Agreement immediately by written notice if the other party:

- a) commits a material breach of this Agreement which is incapable of remedy or, where capable of remedy, is not remedied within thirty (30) days of receipt of written notice requiring remedy; or
- b) becomes insolvent, enters into administration or liquidation, or ceases or threatens to cease carrying on business.

14.4 Effect of Termination

Upon termination or expiry of this Agreement for any reason:

- a) all rights granted to the Customer under this Agreement shall cease and access to the Service shall be disabled;
- b) outstanding Charges shall become immediately due and payable; and
- c) each party shall return or securely destroy the other party's Confidential Information in accordance with this Agreement, subject to any legal retention requirements.

14.5 Exit Assistance

Where reasonably requested by the Customer, Simunix shall provide reasonable assistance to support an orderly exit from the Service, subject to applicable data protection requirements. Any additional exit assistance or bespoke support shall be provided at additional cost unless otherwise agreed.

15.0 Data Protection

15.1 Data Protection Compliance

Each party shall comply with its respective obligations under applicable data protection legislation, including the UK General Data Protection Regulation (“UK GDPR”) and the Data Protection Act 2018, in connection with the processing of personal data under this Agreement.

15.2 Roles of the Parties

For the purposes of applicable data protection legislation, the Customer shall act as the data controller in respect of personal data submitted to the Service, and Simunix shall act as a data processor, except where Simunix acts as a data controller in respect of personal data processed for its own business purposes, such as account management and service administration.

15.3 Processing of Personal Data

Simunix shall process personal data only on the documented instructions of the Customer and for the purposes of providing the Service, complying with its obligations under this Agreement, or as otherwise required by law.

15.4 Security Measures

Simunix shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage, in accordance with Clause 10 (Security).

15.5 Sub-processors

The Customer acknowledges that Simunix may engage third-party sub-processors, including hosting and data providers, to assist in the delivery of the Service. Simunix shall ensure that any such sub-processors are subject to data protection obligations no less protective than those set out in this Agreement.

15.6 Data Subject Rights and Cooperation

Taking into account the nature of the processing, Simunix shall provide reasonable assistance to the Customer to enable it to respond to requests from data subjects exercising their rights under applicable data protection legislation.

15.7 Personal Data Breaches

Simunix shall notify the Customer without undue delay upon becoming aware of a personal data breach affecting Customer Data where notification is required under applicable data protection legislation.

15.8 International Transfers

Simunix shall not transfer personal data outside the United Kingdom unless appropriate safeguards are in place in accordance with applicable data protection legislation.

15.9 Survival

This clause shall survive termination or expiry of this Agreement.

16.0 General

16.1 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labour disputes, pandemics, government action or failure of utilities or networks ("Force Majeure Event").

16.2 Assignment and Subcontracting

The Customer shall not assign, transfer or otherwise dispose of its rights or obligations under this Agreement without the prior written consent of Simunix.

Simunix may subcontract or assign its obligations under this Agreement to third parties, including hosting providers and data suppliers, provided that this does not materially reduce the level of service provided.

16.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings or arrangements relating to its subject matter.

16.4 Variations

No variation of this Agreement shall be effective unless agreed in writing by authorised representatives of both parties.

16.5 Waiver

No failure or delay by either party to exercise any right or remedy under this Agreement shall constitute a waiver of that right or remedy.

16.6 Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

16.7 Third Party Rights

Nothing in this Agreement shall confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999.

16.8 Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1 - Additional Obligations Relating to Third-Party Data (BT and Royal Mail)

1. Royal Mail Data

- 1.1 By using the Service, the Customer may receive, is receiving, or has received information which is derived from databases (or parts or extracts thereof) owned, created or licensed by Royal Mail ("RM Data").
- 1.2 Royal Mail owns or is the licensee of all intellectual property rights which subsist in or relate to the RM Data from time to time.
- 1.3 The Customer acknowledges that no rights in the RM Data are granted other than the right to access such data through the Service in accordance with this Agreement.

2. BT Data

- 2.1 Where the Service provides access to data derived from databases owned, created or licensed by BT ("BT Data"), the Customer shall, in all its dealings with or relating to such data:
 - a) comply with all applicable laws, regulations and codes of practice, including Data Protection Legislation; and
 - b) comply with the Code of Practice on Telecommunications Directory Information Covering the Fair Processing of Personal Data (21 December 1998), as updated or replaced from time to time.

3. Complaints and Cooperation

- 3.1 If any complaint is made relating to the Customer's use of BT Data or RM Data, the Customer shall:
 - a) promptly notify Simunix upon becoming aware of such complaint;
 - b) provide reasonable assistance to Simunix and the relevant Third-Party Provider in investigating the complaint; and
 - c) take such steps as are reasonably necessary to remedy the complaint as soon as practicable.

4. Precedence

- 4.1 This Schedule forms part of the Agreement and applies in addition to the Terms and Conditions. In the event of any conflict, this Schedule shall take precedence in respect of obligations relating specifically to BT Data and RM Data.

