

IBISWORLD Supplier Terms

**G Cloud 15
2026**

Prepared by:
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IN CONSIDERATION of the mutual promises in this Call-Off Contract entered into pursuant to the G-Cloud 14 Framework Agreement (RM1557.14), the Supplier and Buyer agree that the following terms ("**Supplier Terms**") shall apply to and form part of this Call-Off Contract and govern the Services which are the subject of the Order Form.

1. INTERPRETATION OF THESE SUPPLIER TERMS

- 1.1 Unless the context requires otherwise the capitalised expressions used in these Supplier Terms will have the meaning given to them in these Supplier Terms, or if not defined in these Supplier Terms, then the meaning given in the Call-Off Contract. References to the Call-Off Contract shall include a reference to these Supplier Terms (which form part of that Call-Off Contract) unless the context requires otherwise.
- 1.2 References to "clauses" in these Supplier Terms are to clauses of these Supplier Terms unless expressly stated otherwise.

2. DEFINITIONS

- 2.1 In these Supplier Terms, unless the context otherwise requires, capitalised terms shall have the following meaning:

"Charges" means the charges (including any applicable VAT or other taxes) for the applicable Services as set out or referred to in the Order Form;

"Content" means each element of information, text, statistics, data, material, graphics and software contained in the Licensed Product and the Supplier Website;

"Employee" means an employee of the Buyer who is located in the United Kingdom;

"Licensed Product" means the information reports (and the Content therein) published by Supplier as specified on the Order Form and as each such report is described in the Service Description;

"Online User Registration" means the online registration at the Supplier Website that enables Buyer's Employees to register to access the Licensed Product;

"Registered Users" means an Employee who has registered at the Supplier Website to access and use the Licensed Product;

"Service Description" means the description of the Supplier service offering as published on the Platform;

"Services" or "Service" means the services as set out in the relevant Service Description referenced in the Order Form and/or the Additional Services specified in the Order Form (as applicable);

"Supplier Terms" means this document, including the Order Form; and

"Supplier Website" means the website at the URL www.ibisworld.com.

3. LICENCE

- 3.1 Supplier grants to the Buyer and the Buyer accepts from Supplier a non-exclusive, non-transferable licence for the Call-Off Contract Term to access and use the Licensed Product solely as expressly stated in these Supplier Terms.
- 3.2 Access to the Licensed Product is restricted to the Registered Users who will be entitled to unlimited access to the Licensed Product in accordance with these Supplier Terms after completing the Online User Registration.
- 3.3 Registered Users will be given a user name and password which will provide each Registered User with direct access to the Licensed Product.

4. RESTRICTIONS

- 4.1 The Buyer must ensure that only Registered Users access and use the Licensed Product, such access and use is in accordance with these Supplier Terms, and that such access and use is only for the purpose of enabling the Buyer to carry on its business in the normal course.

4.2 Unless specifically agreed to in writing by Supplier or expressly stated otherwise in these Supplier Terms, the Licensed Product may not be reproduced, copied or resold in any format. The Buyer may reproduce non-material sections of the Licensed Product to carry on its usual business in the normal course. The Buyer agrees to take all necessary precautions to ensure that no unauthorised persons have access to the Licensed Product and that all Registered Users having access refrain from unauthorised disclosure, duplication or reproduction and do not pass on their password.

4.3 On expiry or termination the Buyer must cease using the Licensed Product (and all reports, data and other information produced or generated by the Buyer which are based on or include any of the Licensed Product) for any purpose and must destroy all copies (hard and electronic) of any Licensed Product or any such report, data or other information in the Buyer's possession, power or custody.

5. LICENCE FEE

5.1 All Charges are stated as exclusive of VAT, and shall be subject to VAT at the prevailing rate.

6. INTELLECTUAL PROPERTY

6.1 Buyer agrees that:

6.1.1 Except as explicitly stated in an Order Form the Services do not include the provision of any Project Specific IPRs; and

6.1.2 all Licensed Product is Supplier Background IPR.

7. IBISWORLD WARRANTY

7.1 Supplier warrants that during the term of this Licence it will use its commercially reasonable endeavours to:

7.1.1 ensure the Supplier Website is available no less than 95% of the time, excluding planned maintenance; and

7.1.2 ensure that the information in the Licensed Product is kept up to date.

7.2 Except as set out in the Call-Off Contract, to the maximum extent permitted by applicable law no other warranties, representations, conditions or terms of any kind, whether express, implied, statutory or otherwise, including without limitation warranties of satisfactory quality, fitness for a particular purpose or conformance with description apply to the Services or the Licensed Product supplied by Supplier under the Call-Off Contract. Without prejudice to the generality of the foregoing, Supplier does not warrant, represent or otherwise promise that the use or operation of the Services, Supplier Website or Licensed Product will be error-free or uninterrupted, or that the Licensed Product will be accurate or complete.

7.3 Buyer acknowledges and agrees that: (i) other than the acceptance criteria defined in the Order Form the Services have not been developed to meet Buyer's individual requirements and (ii) it is the Buyer's responsibility to ensure that the Services as described in the Service Description meet its requirements.

8. INDEMNIFICATION

8.1 Supplier shall not be liable to Buyer for any Losses or liability (including under the indemnity at clause 11.5 of the Call-Off Contract) to the extent they arise as a result of:

8.1.1 the use of the Services or rights granted under the Call-Off Contract other than in accordance with the terms of the Call-Off Contract;

8.1.2 the Buyer's combination or use of the Services, Licensed Product or Supplier Website provided under the Call-Off Contract with software, services, content, data or products developed by the Buyer or third parties, if the claim would have been avoided by non-combined or independent use;

8.1.3 modification of the Services, Licensed Product or Supplier Website by anyone other than Supplier, if the third party claim would have been avoided by use of the unmodified Services, Licensed Product or Supplier Website

8.1.4 the Buyer's continuation of the allegedly infringing activity after being notified thereof or after being provided with modifications that would have avoided the alleged infringement;

- 8.1.5 Supplier's performance of the Services in accordance with Buyer's instructions; and/or
- 8.1.6 Buyer failing to comply with clause 8.5 and such failure increases the Losses incurred or liability of Supplier.
- 8.2 The Buyer shall indemnify Supplier from and against all liabilities, damages, and costs (including settlement costs and reasonable legal fees) arising out of: (a) a third party claim made against Supplier for infringement of the third party's Intellectual Property Rights based on conduct by the Buyer as described in Clause 8.1; (b) the Buyer's failure to obtain all necessary rights and consents in respect of any Buyer Data provided to Supplier; or (c) any unauthorised access or use of the Licensed Product.
- 8.3 The indemnity at Clause 8.2 shall not be subject to any limitation or exclusion of liability.
- 8.4 Infringement Remedies. If Supplier determines that the options in clause 11.6 of the Call-Off Contract are not commercially reasonable, Supplier may terminate the provision of the impacted part of the Services and shall provide a pro-rata refund of the paid but unearned Charges applicable to the period following the Services termination.
- 8.5 The party seeking indemnification under the Call-Off Contract ("Indemnified Party") in relation to a third party claim shall: (i) notify the other party ("Indemnifying Party") in writing of the claim immediately on becoming aware of it (provided that the Indemnifying Party shall not be relieved of its indemnification obligations as a result of any delay by the Indemnified Party in giving such notice except to the extent that the Indemnifying Party has suffered actual prejudice as a result of such delay); (ii) allow the Indemnifying Party to have sole conduct of any proceedings and/or to settle any negotiations in relation to the claim; (iii) not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Indemnifying Party; (iv) (at the Indemnifying Party's cost) give the Indemnifying Party all reasonable assistance including giving the Indemnifying Party complete and accurate information and full assistance to enable the Indemnifying Party to settle and/or defend the claim; and (v) mitigate its losses to the maximum extent practicable in the circumstances.
- 8.6 Supplier is not required to verify the Buyer Data supplied by Buyer (if any).
- 9. GENERAL**
- 9.1 All clauses set forth in these Supplier Terms that could reasonably be construed as surviving the termination of the Licence, including but not limited to those set forth in clauses 3, 4, 6, and 8 shall survive termination of the Licence.