General Terms

Thank you for choosing GBG. We provide a range of Identity, Fraud and Location Services. These General Terms and our Data Processing Agreement apply to all our Services, with Product Terms covering unique elements of the Service. Sometimes, our Suppliers also require us to pass on Additional Terms.

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms the following definitions shall apply:

"Additional Terms" means the special terms and conditions relating to particular Dataset as updated from time to time, available at https://gbgplc.com/en/legal-and-regulatory/legal-additional-terms/.;

"**Agreement**" means collectively the General Terms, Product Terms, Additional Terms, DPA, Customer Registration Form and the Order Form;

"Applicable Data Protection Law" means all worldwide data protection and privacy laws and regulations applicable to the Customer Data (as defined below) including, as applicable, (I) Regulation 2016/679 (General Data Protection Regulation) (the "EU GDPR"); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); (iii) any and all applicable national law made under or pursuant to (i) or (ii); (iv) the EU GDPR as it is saved and incorporated into UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR"); and (v) the California Consumer Privacy Act of 2018 and its corresponding regulations, as amended by the California Privacy Rights Act (collectively the "CCPA"), the Virginia Consumer Data Protection Act, the Colorado Privacy Act, and any other comprehensive US state privacy laws; (vi) Biometric Information Privacy Act of Illinois ("BIPA"); and (vi) any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted, and any orders, guidelines, guidance and instructions issued under any of the above or by any other relevant national authorities;

"Authorised Signatory" means an individual duly authorised to sign documentation on behalf of a Party;

"Authorised User" means an individual that is entitled to use and/or receive the benefit of the Software and/or Service in accordance with the Licence and relevant Product Terms;

"Business Day" means an official working day in England, unless the country in which the GBG Entity that provides the Software and/or Services is based is different, in which case it shall be an official working day in the country of that GBG Entity (as shall be specified on the Order Form);

"Charges" means the charges set out in the relevant Order Form subject to any price variation provisions set out in the relevant Product Terms;

"Commencement Date" means the start date for these General Terms, specified on the Customer Registration Form;

"Confidential Information" means any information relating to the business of the disclosing Party which is not publicly available including, but not limited to, (i) data or information regarding the business, affairs, customers, suppliers, plans, forecasts, pricing, strategies, operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing Party; (ii) any information, findings, data or analysis derived from Confidential Information (including the Results where specified in the Additional Terms); (iii) the existence and terms of these General Terms and any Agreement; and (iv) any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing Party;

"Contract Start Date" means the start date for an Order, specified on the relevant Order Form;

"Customer" means the organisation, firm, company or public authority named on the Customer Registration Form, subject to the naming convention provisions at 2.3;

"Customer Billing Entity" means the Customer Group Company that is responsible for paying the Charges owed for the use of the Software and/or Services as stated on the Order Form. Where no alternative Customer Billing Entity is named, the Customer Entity shall assume this role;

"**Customer Data**" means any and all data provided to GBG by the Customer for processing in accordance with an Agreement including where relevant any Personal Data;

"Customer Entity" means any Customer Group Company named on a signed Order Form that receives or benefits from the Software and/or Service provided by GBG or the GBG Entity;

"Customer Registration Form" means the document signed by Authorised Signatories of the Parties that sets out the Customer's details and incorporates by reference these General Terms;

"Customer Use Case" means the purpose for which the Customer may use the Software, Service and/or Results as set out on the Order Form and described in the Product Terms, subject to any restrictions on the use of a particular Dataset as set out in the Additional Terms;

"Data Processing Agreement" or **"DPA**" means the data processing agreement (including its schedules) that sets out the privacy provisions that shall apply to all Orders executed by the Parties which is available at: https://www.gbgplc.com/en/legal-and-regulatory/data-processing-agreement/

"Datasets" means an individual data service included or delivered as part of the Software and/or Service and selected by the Customer and referenced on the Order Form. Where applicable, this may incorporate Supplier Data or Supplier Technology or utilise information derived from Supplier Data or Supplier Technology;

"Event of Force Majeure" means any one or more acts, events, omissions or accidents beyond the reasonable control of a Party, including but not limited to: strikes, lock-outs or other industrial disputes (other than those caused by acts and/or omissions of the affected Party); failure of a utility service, or transport network or information technology or telecommunications service; act of God (including without limitation fire, flood, earthquake, storm or other natural disaster); war, threat of war, riot, civil commotion or terrorist attack; malicious damage (including without limitation the acts of hackers that could not have been prevented by a Party acting reasonably); epidemic; pandemic; compliance with any change of law or governmental order, rule, regulation or direction; and/or default caused by an event of force majeure or the insolvency of suppliers or sub-contractors;

"Facilitation of Tax Evasion" means (a) being knowingly concerned in, or taking steps with a view to, Tax Evasion by another person; (b) aiding, abetting, counselling or procuring Tax Evasion by another person; and/or (c) any other actions which would be regarded as facilitation of Tax Evasion under applicable national, federal and/or state laws;

"GBG" means GB Group plc of The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB registered in England No 2415211;

"GBG Audit Trail" means a copy of the Customer Data and Results of a Service which is retained by GBG for 12 months for the sole purpose of responding to data subject rights;

"GBG Billing Entity" means GBG Group Company that is responsible for invoicing the Customer for the Charges owed for the use of the Software and/or Services as stated on the relevant Order Form. Where no alternative GBG Billing Entity is named, the GBG Entity shall assume this role;

"GBG Entity" means the GBG Group Company named on an Order Form as the contracting entity that provides the Software and/or Service to the Customer Entity;

"General Terms" means this framework agreement which sets out the general terms for the supply of Software and/or Services by a GBG Entity to a Customer Entity;

"Group Company" means in relation to a Party any entity that directly or indirectly controls, is controlled by or is under common control with, that Party;

"Initial Term" means the initial contractual period of an Order specified on the relevant Order Form starting on the Contract Start Date;

"Insights" means data that is created by GBG as part of the provision of the Service, from the collection, storage and analysis of any data relating to the Customer's use of the Service;

"Intellectual Property Rights" means (i) patents, rights to inventions, rights in designs, trademarks and trade names, copyright and related rights, rights in goodwill, database rights and know-how, whether registered or not; (ii) all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals to any such rights;

"Licence" means the scope of the licence granted to the Customer for the use of the Software and/or Service as specified in the relevant Order Form and within the relevant Product Terms;

"Order" means a binding commitment by a Customer Entity to purchase Software and/or Services from a GBG Entity as detailed in an Order Form;

"Order Form" means the electronic or physical form document (including any schedules, annexes and appendices) relating to an Order that sets out details of the Software and/or Services purchased by the relevant Customer Entity under these General Terms;

"Party" means a party to these General Terms and/or any Agreement and **"Parties"** shall be construed accordingly;

"Personal Data" shall have the meaning set out in the Applicable Data Protection Law and shall be applied to all data subjects being processed under the Agreement; provided however, where this term is not defined, it shall mean any information relating to a data subject; who can be identified directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"Persons Associated" means any employee, agent or representative of the relevant Party or other third-party who supplies services to, or on behalf of, the relevant Party;

"Preferential Pricing" means any or all Charges for the use of the Software and/or Services that are discounted from GBG's standard rates, as defined within the relevant Product Terms and/or any Special Conditions relating to charges and payment;

"Prepayment" means a prepayment of the Charges to be made by the Customer as indicated on the Order Form;

"Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, adaptation, or alteration, retrieval, consultation, use, modification, storage, disclosure, restriction, erasure, or destruction;

"Product Terms" means the specific terms and conditions relating to the Software and/or Service supplied under these General Terms as referenced in the Order Form;

"Renewal Term" means, if applicable to the Software and/or Services as specified in the Product Terms, either (a) each period of 12 months commencing on the expiry of the Initial Term and each anniversary thereafter or (b) the continuation of an Agreement on a rolling basis after the expiry of the Initial Term;

"**Results**" means all information provided to a Customer by GBG including the results of any enquiry or search, reports, or management information relating to the Customer's use of the Software and/or Service. This may, where relevant, include Supplier Data;

"**Sales Tax**" means any tax levied at the point of sale, collected and passed on to the relevant government agency by the GBG Billing Entity;

"**Service**" means the service provided by the GBG Entity, including any and all Datasets, provided to the Customer in accordance with an Agreement;

"**Software**" means the GBG product or solution, including any and all Datasets, provided to the Customer in accordance with an Agreement;

"**, and signed by** " means any variation or amendment to an Agreement agreed between the Parties, set out in writing and signed by Authorised Signatories;

"**Supplier**" means a third-party supplier that provides Supplier Data or Supplier Technology to GBG for use within GBG's Software and/or Services;

"**Supplier Data**" means any data provided to GBG and/or the Customer by the Supplier or used within GBG's Software and/or Services including, where relevant, any Personal Data;

"**Supplier Technology**" means any technology or solution provided to GBG and/or the Customer by a Supplier and/or used within GBG's Software and/or Services;

"**Tax Evasion**" means any fraudulent activity intended to divert funds from the public revenue of any government as well as any statutory tax evasion offence of any territory, where tax includes all taxes, levies and contributions imposed by governments in any territory;

"**Term**" means the term of each Agreement created by an Order, which shall include the Initial Term and any Renewal Term (if applicable);

"**Unauthorised User**" means an individual that uses, accesses or otherwise benefits from the Software and/or Service that is not entitled to use and/or receive the benefit of the Software and/or Service in accordance with the Licence and relevant Product Terms; and

"**User**" in the context of these General Terms means Authorised Users and Unauthorised Users of the Software and/or Service.

1.1 The headings in these General Terms do not affect its interpretation.

1.2 References to clauses and sections are to clauses and sections of these General Terms.

1.3 A reference to a "**Party**" includes that Party's personal representatives, successors and permitted assigns.

1.4 A reference to a "**person**" includes a natural person, corporate or unincorporated body (in each case having separate legal personality or not) and that person's personal representatives, successors and permitted assigns.

1.5 Any words that follow "**include**", "**includes**", "**including**", "**in particular**" or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding or following those words.

1.6 A reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time.

1.7 Words in the singular include the plural and vice versa.

1.8 A reference to "**writing**" or "**written**" shall include electronic mail.

2. ORDERS

2.1 These General Terms enable a Customer Entity to purchase Software and/or Services from a GBG Entity by executing an Order as set out in this clause 2.

2.2 Each Order constitutes a separate and independent Agreement for the provision of the Software and/or Service between the GBG Entity and Customer Entity that executes it.

2.3 For the purposes of any Agreement, unless otherwise specified (a) "GBG" in such Agreement means the GBG Entity and/or GBG Billing Entity named on the relevant Order Form (as appropriate), (b) "Customer" in such Agreement means Customer Entity and/or Customer Billing Entity named on the Order Form (as appropriate), (c) "Party" means either GBG or the Customer, and (d) "Parties" shall mean both GBG and the Customer.

2.4 In respect of each Order, the Parties warrant that they shall comply with all applicable legislation, instructions and guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to:

(a) the Customer and its use of the Software/Service including those which relate to the provision of Customer Data; and

(b) to GBG and its provision of the Software/Service including those which relate to the provision of Results or, only to the extent relevant, receipt of Customer Data.

3. SECURITY

3.1 The Customer is responsible for the security and proper use of all User identities ("**User IDs**") and passwords used in connection with the Software and/or Service (including maintaining and enforcing a robust password policy) and compliance with any additional security requirements as outlined in the applicable Agreement.

3.2 The Customer shall take all necessary steps to ensure that User IDs are kept confidential, secure, are used properly by Authorised Users and are not disclosed to any unauthorised parties whether intentionally or otherwise.

3.3 The Customer must immediately inform GBG if there is any reason to believe that a User ID or password has, or is likely to, become known to an Unauthorised User, or is being, or is likely to be, used in an unauthorised way.

3.4 To maintain the security of the Software and/or Services, GBG reserves the right to:

(a) update User ID and security processes for the Software and/or Services from time to time; and

(b) suspend User ID and password access to its Software and/or Services if at any time GBG reasonably considers that there is, or there is likely to be, a breach of security, misuse of the Software and/or Service or access granted to an Unauthorised User and/or to require the Customer to change any or all of the passwords used by the Customer in connection with the Software and/or Service.

4. CHARGES AND PAYMENT

4.1 The Customer shall pay all invoices issued by GBG within twenty-eight (28) days from the date of the invoice and in accordance with the terms of this clause 4 or any additional payment terms set out in the Product Terms.

4.2 Charges will be invoiced and payable in the currency agreed on the Order Form. Where applicable, Sales Tax will be added to the Charges.

4.3 Where agreed in the Order Form that the Charges will be invoiced and paid in a currency other than the local currency of the GBG Billing Entity, GBG will base the pricing set out in this Order Form on the exchange rate as at the Contract Start Date of the relevant Order. The exchange rate will be the midmarket rate as shown by the XE Currency Converter, as shown at the following website www.xe.com. Notwithstanding this, if the exchange rate moves plus or minus 10% then either Party (acting reasonably) reserves the right to renegotiate the Charges within an Agreement in line with prevailing exchange rates.

4.4 If the Customer fails to pay any part of the Charges when due, it shall be liable to pay GBG interest on such part of the Charges from the due date for payment at the relevant statutory annual rate in the country in which the GBG Billing Entity is based. An annual rate of 10% will be applied in countries where there is no statutory rate.

4.5 The Customer shall make all payments due under an Agreement without any deduction whether by set-off, counterclaim, discount, abatement or otherwise.

4.6 Notwithstanding the provisions above, if specified on the relevant Order Form that:

(a) the Customer is to pay the Charges in advance or as a Prepayment, then such payments shall be made on, or before, the date specified on the relevant Order Form; and/or

(b) the Customer is to pay the Charges by automatic payment methods, then the necessary bank instructions shall be completed by the Customer on or before Contract Start Date and such payments shall be collected on the date agreed by the Parties.

4.7 GBG reserves the right to mandate that the Customer pays such Charges by way of automatic payment methods by providing the Customer with thirty (30) days' written notice. In such circumstance the Customer shall complete the necessary bank instructions and such payments shall be collected on the date agreed by the Parties.

4.8 GBG reserves the right to charge the Customer for all Charges associated with the use of the Software and/or Service, including where:

(c) There is overuse of the Software/Service (i.e., use in excess of the amount initially Licenced on the Order Form); and/or

(a) an Unauthorised User has gained access to the Software and/or Service as a result of the Customer's failure to take appropriate security precautions in accordance with clause 3.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 This clause 5 sets out the general position in relation to Intellectual Property Rights. Additional Software and/or Service specific provisions may also be set out in the relevant Product Terms.

5.2 GBG grants to the Customer a non-exclusive, non-transferable licence to the Customer for its Authorised Users to use, access and benefit from the Software/Service/Results during the Term in accordance with the terms of the Licence.

5.3 The Customer acknowledges that all Intellectual Property Rights in the Software, Service and/or Results belong and shall continue to belong to GBG and/or GBG's Suppliers. Consequently, the Customer may not use the Software, Service or Results outside of the terms of the Licence granted to it within the relevant Product Terms and/or Additional Terms.

5.4 The Customer further acknowledges that all Intellectual Property Rights in and to any Insights created by GBG belong and shall continue to belong to GBG.

5.5 GBG acknowledges that all Intellectual Property Rights in the Customer Data belong and shall continue to belong to the Customer. The Customer grants to GBG a non-transferable, non-exclusive, royalty free licence to use, disclose and copy the Customer Data to enable GBG to provide the Service and carry out its obligations under this Agreement.

5.6 If any third-party makes or threatens to make a claim against GBG, the Customer or one of GBG's Suppliers that the use of the Software, Service and/or Results or part thereof infringes any third-party's Intellectual Property Rights, GBG shall be entitled to do one or more of the following:

(a) suspend any part of the delivery of the Software, Service or Results that is subject to the infringement claim made by the third-party;

(b) modify the Software, Service, or Results, to avoid any alleged infringement, provided that the modification does not materially affect the performance of the Software and/or Service;

(c) if the remedies at 5.6(a) and/or (b) are not reasonably possible or commercially viable, terminate the Agreement or affected part of the Agreement upon written notice to the Customer and, subject to clause 6.2 below, provide a refund of any Prepayment made by the Customer which at the date of termination has not been and will not be credited against Charges due to GBG for the use of the relevant element of the Software and/or Service.

5.7 Except as expressly permitted under an Agreement or by law, the Customer warrants that it will not:

(a) use or exploit the Intellectual Property Rights in the Software, Service and/or Results or permit others to use or exploit the Intellectual Property Rights in the same outside of the terms of the Licence;

(b) use, copy, modify, exploit, adapt, or create derivative works from the Software, Service and/or Results;

(c) decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software and/or Services;

(d) attempt to circumvent or interfere with any security features of the Software and/or Services; and/or

(e) assign, sub-licence, lease, resell, or distribute the Software, Services and/or Results or in any other way enable or permit others to use, exploit or benefit from the Intellectual Property Rights in the Software, Service and/or Results;

5.8 The Customer further warrants that:

(a) GBG's compliance with any designs or specifications provided by the Customer or on the Customer's behalf will not infringe the rights of any third party; and

(b) the use by GBG of the Customer Data in accordance with the Customer's instructions, and in accordance with the terms of the Agreement, will not infringe any third party's Intellectual Property Rights.

6. INDEMNITY

6.1 GBG will indemnify the Customer against all liabilities, costs, expenses, damages and losses incurred by the Customer as a direct result of any third-party instituting any legal or court action against the Customer that the Customer's use of the Software, Service and/or Results, in accordance with the terms of an Agreement, infringes that third-party's Intellectual Property Rights (a **"Claim"**), provided that the Customer:

(a) notifies GBG promptly and in any event within 5 Business Days in writing of any Claim;

(b) makes no admission or compromise relating to the Claim or otherwise prejudices GBG's defence of such Claim;

(c) allows GBG to conduct all negotiations and proceedings in relation to the Claim;

(d) gives GBG all reasonable assistance in doing so (GBG will pay the Customer's reasonable expenses for such assistance); and

(e) takes all reasonable steps to mitigate its losses.

6.2 GBG shall not be liable to provide any refund, or meet any Claim under the indemnity at this clause 6, arising as a result of the use of the Software, Service and/or Results in breach of the Customer warranty within clause 5.7 or to Claims caused by designs or specifications made on the Customer's instructions.

7. CONFIDENTIALITY AND PUBLICITY

7.1 Each Party undertakes that it shall not at any time disclose the other Party's Confidential Information to any third-party except as permitted by clauses 7.4 and/or 7.6, or to the extent necessary for the proper performance of an Agreement.

7.2 Each Party warrants to the other that it shall apply the same security measures and degree of care to Confidential Information disclosed to it as it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own Confidential Information.

7.3 Neither Party shall use the other Party's Confidentia Information for any purpose other than to perform its obligations under these General Terms and/or an Agreement.

7.4 Each Party may disclose the other Party's Confidential Information:

(a) to its or its Group Companies' employees, officers, representatives, advisers and third-party suppliers who need to know such information to perform its obligations under these General Terms and/or an Agreement. Each Party shall ensure that its and its Group Companies' employees, officers, representatives, advisers and third-party suppliers to whom it discloses the other Party's Confidential Information comply with this clause 7.

(b) where the other Party agrees it may be disclosed;

(c) where disclosure is strictly necessary for the proper performance of an Agreement; and/or

(d) as may be required by law, court order or any governmental or regulatory authority,

provided that in the case of (a), (b) and/or (c), the relevant Party shall ensure that any person to whom it discloses the Party's Confidential Information complies with obligations no less protective of the Confidential Information than those contained within this clause 7.

7.5 For the purposes of this clause 7, Confidential Information shall not include information which:

(a) is or becomes generally available to the public (other than through a breach of these General Term and/or any Agreement);

(b) is lawfully in the possession of the other Party before the disclosure under these General Terms and/or any Agreement took place;
(c) is obtained from a third-party who is free to disclose it; and/or
(d) the Parties agree in writing is not confidential.

7.6 Notwithstanding the terms of this clause 7, once the Customer Registration Form and/or Order Form has been signed by both Parties, GBG may: (a) issue a press release relating to the Parties' entry into an Agreement; and/or (b) reference the Customer within GBG's marketing collateral by including the Customer's logo, a testimonial and/or case study.

8. DATA PROTECTION

8.1 Both Parties will comply with their respective obligations as set out in the DPA and/or any additional privacy provisions that relate to the use of certain Datasets and/or Results, as set out within the Additional Terms.

8.2 The Customer is responsible for identifying and communicating its Customer Use Both Case to GBG for each individual order and shall comply with the relevant provisions within the DPA.

9. LIABILITY

9.1 Neither Party excludes or limits its liability for any type of liability that cannot by law be excluded or limited; for fraud or fraudulent misrepresentation; wilful or deliberate misconduct or gross negligence.

9.2 Save as set out in clause 9.1 each Party's liability to the other Party under or in connection with an Order, in respect of clauses 3 (Security), 5 (Intellectual Property Rights) 6 (Indemnity); 7 (Confidentiality and Publicity) and 8 (Data Protection) shall be subject to a cap of £1,000,000 GBP (or equivalent in local currency) per breach.

9.3 Subject to clauses 9.1 and 9.2, each Party's aggregate liability to the other Party under or in connection with an Order, whether such liability arises in contract, tort (including, without limitation, negligence) misrepresentation or otherwise, shall be limited to either the Charges payable under that Order in the 12-month period preceding the breach, or £20,000 GBP (or equivalent in local currency) whichever is the greater.

9.4 Neither Party shall be liable for loss of profits, loss of business or anticipated savings, loss of or damage to reputation, loss of or damage to goodwill, any special, indirect or consequential loss or damage.

9.5 Due to GBG's reliance on Suppliers, and telecommunication services, over which GBG has no direct control, GBG cannot warrant:
(a) uninterrupted availability of the Service or Results; and
(b) that the use of the Software, Service and/or the Results will meet the Customer's business requirements and the Customer accepts that the Software/Service was not designed or produced to its individual requirements and that it was responsible for its selection;

consequently, the Customer agrees that except as expressly set out in an Agreement, all warranties, conditions and other terms relating to the Software, Service and/or Results and any Agreement whether express or implied by law, custom or otherwise are, to the fullest extent permitted by law, excluded from the Agreement. GBG shall not be responsible for the decisions that the Customer makes as a result of the information, Service, Results or data that GBG provides to the Customer under an Agreement (including its decision to onboard an individual as its customer).

10. TERM AND TERMINATION

10.1 Either Party may terminate an individual Agreement:
(a) by providing at least 90 days' notice prior to the end of the Initial Term or any Renewal Term; or
(b) on immediate notice in writing to the other if any of the following applies:
(i) the other Party commits a material or persistent breach of an Agreement, which is capable of remedy, and it fails to remedy the breach within ten (10) Business Days of a written notice to do so. A breach shall be capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance;
(ii) the other Party commits a material or persistent breach of an Agreement which cannot be remedied; and/or
(iii) if one Party's financial position deteriorates to such an extent that in the other Party's reasonable opinion its capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
(c) in accordance with any other termination rights expressly stated within in the Agreement.

10.2 Suspension**.** GBG may suspend all or part of the Service in the event that the Customer breaches or GBG acting reasonably suspects that the Customer has committed a material breach of an Agreement. In the event of such suspension GBG shall, where practicable, use commercially reasonable efforts to:
(a) provide the Customer with notice and an opportunity to remedy the issue; and
(b) remove the suspension as quickly as reasonably practicable.

10.3 Effect of Termination**.** Upon termination of these General Terms and/or an individual Agreement (or part thereof):
(a) the Customer will: (i) cease using the Software and/or Service (ii) where applicable, remove any Software installed within the Customer's own environment and (iii) promptly pay any Charges due; and
(b) GBG will cease providing the Software/Services.

10.4 For the avoidance of doubt, if GBG terminates an Agreement following a breach by the Customer, the Customer agrees to pay GBG the Charges due (including any Prepayments), if any, for the remaining part of the Initial Term or Renewal Term (as applicable).

10.5 The termination of these General Terms or an individual Agreement does not affect the accrued rights, remedies and obligations or liabilities of the Parties existing at termination, nor shall it affect the continuation in force of any provision of an Agreement that is expressly or by implication intended to continue in force after termination.

11. AUDIT, INSPECTIONS AND RECORDS

11.1 The Parties acknowledge and accept that, due to the nature of the Software and/or Services provided, a mutual right to carry out an audit and/or inspection is required for each Party to be able to verify and monitor the other Party's compliance with its material obligations under the Agreement. The following provisions of this clause 11 are to give effect to that requirement.

11.2 The Auditing Party shall:
(a) be entitled to conduct an on-site audit or to appoint a third-party auditor, subject to the Auditing Party and/or its third-party auditor's agreement to reasonable and appropriate confidentiality undertakings.

(b) at a Data Supplier's request and as defined in GBG's Additional Terms, may be accompanied by their representatives during the Audit.
(c) conduct audits in a manner that does not materially disrupt, delay or interfere with business
(d) be entitled to take copies of any relevant records, information, documents or data obtained as may be reasonably required.
(e) provide reasonable prior notice of any such audit, save where:
(i) the Auditing Party reasonably believes that the Audited Party is in breach of its obligations under the Agreement; and
(ii) such notice is likely to prejudice or unreasonably delay the investigation of such breach, for example in the case of a Data Breach (as defined in the DPA) or security incident involving Personal Data.

11.3 Audits shall not be carried out on more than one occasion per year of an Agreement unless the Auditing Party reasonably believes that the Audited Party is in material breach of the Agreement.

11.4 If any audit undertaken in accordance with this clause 11 identifies a breach of the Agreement by the Audited Party, then without prejudice to any rights and/or remedies the Auditing Party may have the Audited Party shall take the necessary steps to comply with its obligations.

11.5 The provisions of this clause 11 shall survive termination or expiry of the Agreement for a period of 12 months.

12. DISPUTE RESOLUTION

12.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a "**Dispute**") then the Parties shall follow the procedure set out in this clause 12, specifically:
(a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, authorised representatives of GBG and the Customer shall attempt in good faith to resolve the Dispute;
(b) if the authorised representatives of GBG and the Customer are, for any reason, unable to resolve the Dispute within 10 Business Days of service of the Dispute Notice, the Dispute shall be escalated, appropriately in the circumstances, within GBG and the Customer in an attempt in good faith to resolve the matter; and
(c) if, following escalation of the Dispute as described in clause 12.1(b) above, GBG and the Customer are for any reason unable to resolve the Dispute within thirty (30) Business Days of it being escalated, then the Parties may attempt to settle it by way of mediation. Should the Parties fail to reach a settlement within 25 Business Days from the date of engaging in such mediation, the Parties shall be entitled to refer the Dispute to the courts in accordance with clause 17.2.

12.2 Notwithstanding clause 12.1 above, the Parties acknowledge that damages alone may not always be an adequate remedy for a breach by the other Party of the terms of an Agreement. Without prejudice to any other rights and remedies it may have, the injured Party shall be entitled to seek specific performance and/or injunctive or other equitable relief at any point should that Party deem it necessary to protect the legitimate business interests of that Party.

13. EVENT OF FORCE MAJEURE

13.1 Neither Party shall be in breach of an Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under an Agreement if such delay or failure results from an Event of Force Majeure. In such circumstances, the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for thirty (30) days, the Party not affected may terminate the affected Agreement immediately by giving written notice to the affected Party.

14. NOTICES

14.1 Notices required to be given under an Agreement must be in writing and may be delivered by email, hand or by courier, or sent by first class post to the following addresses:
(a) to GBG:
(i) at its registered office address and marked for the attention of the Head of Legal; and
(ii) by email to legal@gbgplc.com or other email address as notified from time to time; and
(b) to the Customer:
(i) at the address listed on the relevant Order Form or the Customer's registered office address (in the case of a corporate body); or
(ii) by email to the address specified by the Customer as its legal notice email address on the relevant Order Form or if not provided or undeliverable, to such other Customer contract email address as set out on the Order Form and updated from time to time.

14.2 Any notice shall be deemed to have been duly received:
(a) if delivered by hand or by courier, when left at the address referred to in clause 14.1 or if sent by first class post, two Business Days after the date of posting.
(b) if delivered by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.2(b) business hours means 9.00am to 5.00pm on Business Days.

14.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

15. BRIBERY, TAX EVASION AND ETHICAL TRADING

15.1 Both GBG and the Customer undertake:
(a) not to engage in Tax Evasion or the Facilitation of Tax Evasion of any kind in any territory;
(b) to implement reasonable procedures to prevent the Facilitation of Tax Evasion by Persons Associated with the relevant Party;
(c) to take such steps as may be required to ensure compliance with all applicable laws relating to anti-bribery, anti-corruption, modern-slavery and human trafficking (the "**Compliance Requirements**");
(d) to implement, maintain and, where appropriate, enforce its own policies and procedures as required to comply with the Compliance Requirements throughout the term of these General Terms and any Agreement;
(e) not to do, or omit to do, any act that will cause the other Party to be in breach of the Compliance Requirements;
(f) to promptly provide the other Party with such information as it may request in order to comply with its own reporting obligations under the Compliance Requirements; and
(g) to promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by that Party in connection with the performance of an Agreement.

15.2 Each Party shall promptly and without undue delay, notify the other as soon as it becomes aware of a breach of any of the requirements in this clause 15.

16. MISCELLANEOUS

16.1 The Parties acknowledge and accept that GBG may be required to make changes to an Agreement from time to time. In such circumstances the process outlined in this clause 16.1 shall apply. Specifically:

(a) GBG shall be entitled to make changes to the Additional Terms as required to reflect a change to the Dataset or Supplier Data change, a change in Supplier, a change to the licencing terms imposed on GBG by the relevant Supplier and/or a change in regulation, law or guidance. In such circumstances, GBG will promptly notify the Customer of the change;

(b) GBG shall be entitled to make changes to the Agreement as required to reflect either: (i) a change in regulation, law or guidance and (ii) to add in new countries not previously covered by the DPA schedules. Where a change to the Agreement is considered by GBG (acting reasonably) to be material and/or negatively impacts the delivery of the Software and/or Service, GBG will promptly notify the Customer of the change.

16.2 Save as set out in clause 16.1, all changes to an Agreement must be recorded in writing and signed by both Parties.

16.3 Further to clauses 16.1 and 16.2, the Parties acknowledge and accept that GBG Entity and Customer Entity named on the Customer Registration Form may agree to vary these General Terms without the consent of any other GBG Entities or Customer Entities and that such amendment will be binding upon all active Agreements from the effective date of such change.

16.4 The Customer may not assign or transfer (in whole or in part) any of its rights or obligations under an Agreement, without the other Party's prior written consent (such consent not to be unreasonably withheld or delayed).

16.5 GBG will grant consent to a Customer assignment provided that, the assignment would not:

(a) put GBG in breach of regulatory requirements including Applicable Data Protection Laws;

(b) put GBG in breach of its contractual obligations to its Suppliers;

(c) conflict with the provisions set out in the Additional Terms; or

(d) be to a competitor of GBG.

16.6 GBG may assign its rights and obligations to a GBG Group Company or a potential purchaser in a mergers and acquisition transaction without consent.

16.7 Save where expressly stated in an Agreement, no term of an Agreement is intended to confer any benefit on or be enforceable by any third-party whether automatically granted by any applicable legislation or otherwise.

16.8 An Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter.

16.9 The Parties agree that:

(a) neither Party has been induced to enter into an Agreement by any representation, warranty or other assurance not expressly incorporated into it; and

(b) its only rights and remedies in relation to any representation, warranty or other assurance are for breach of contract and that all other rights and remedies are excluded, except in the case of fraud.

16.10 In the event of a conflict in respect of the provisions of an Agreement the Special Conditions (if applicable) and the Additional Terms shall take precedence.

16.11 If any provision of an Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of that Agreement, and the validity and enforceability of the other provisions of that Agreement shall not be affected.

16.12 An Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of an Agreement, but all counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

16.13 No failure or delay by a Party to exercise any right or remedy under these General Terms and/or any Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other remedy.

16.14 Unless otherwise stated herein, the rights and remedies provided under any Agreement are in addition to, and not exclusive of, any other rights or remedies provided by law.

17. GOVERNING LAW AND JURISDICTION

17.1 The Parties warrant that they each have the authority and capacity to enter into an Agreement.

17.2 Each Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws and jurisdiction of England and Wales, unless otherwise agreed within the relevant Order Form ("**Governing Law and Jurisdiction**"), save where the DPA specifies that certain provisions must be subject to local governing laws ("**Local Governing Law and Jurisdiction**").

17.3 Both Parties submit to the exclusive jurisdiction of the courts of the relevant Governing Law and Jurisdiction, save that either Party may elect to bring:

(a) proceedings against the other Party in the courts of any Local Governing Law and Jurisdiction where required to by the DPA; and/or

(b) enforcement proceedings against the other Party in the courts of any jurisdiction where such Party or such Party's property or assets may be found or located.

Product Terms
Loqate

These Product Terms are supplementary to the General Terms agreed by the Parties and referenced in the Order Form and together shall apply to the Loqate Services indicated on the Order Form. Additional Terms may also apply depending on the specific Service and/or Datasets purchased from GBG. These Additional Terms shall form part of the Agreement where the relevant Datasets are selected on the Order Form.

Further Product Terms applicable to the Data Maintenance Service only are set out in Schedule 1 below.

1 DEFINITIONS AND INTERPRETATION

1.1 In these Product Terms the following definitions shall apply in addition to those contained within the General Terms:

"**Additional Terms**" means the special terms and conditions relating to particular Datasets and/or aspects of the Service as updated from time to time which are available, for the Loqate Capture service at: https://www.gbgplc.com/en/legal-and-regulatory/legal-additional-terms/loqate-capture, for the Loqate Verify SaaS and Loqate Verify Local Install services at: https://www.gbgplc.com/en/legal-and-regulatory/legal-additional-terms/loqate-verify-saas-c, for the Data Maintenance Service at: https://gbgplc.com/en/legal-and-regulatory/legal-additional-terms/Data-Maintenance and for the Storefinder Service at https://www.gbgplc.com/en/legal-and-regulatory/legal-additional-terms/loqate-verify-saas-c.These Additional Terms will apply if the Customer has selected the relevant Dataset or particular aspect of the Service on the Order Form.

"Batch Licence" means a Licence authorising the Customer to carry out Batch Processing in accordance with the terms of this Agreement, subject to any restrictions (such as but not limited to the number of Instances and/or number of Transactions which may be carried out under the Batch Licence).

"Batch Processing" means the automated processing of multiple existing records of Customer Data belonging to the Customer using the Verify SaaS Service or Verify Local Install Service.

"**Credit Pack**" means prepaid credits that may be purchased by the Customer as a Prepayment for use of the Service on a Transactional Model and / or for the use of Per Click Datasets in addition to a Licence Fee for a Per Named User Model or Per Domain Model.

"Current Version" means the latest Version or Versions of the Software and/or Service as set out on the relevant Product Page.

"Data Maintenance Service" means the Data Maintenance Service which allows the Customer to process Input Files on an ongoing basis during the Term together with the Standard Support Services as described on the Product Page together with any ancillary services provided by GBG to the Customer pursuant to the Agreement.

"De-Identified Data" means an action by GBG to remove identifying characteristics from Customer Data necessary for compliance with Applicable Data Protection Laws;

"Discontinued Version" means a Version or Versions of the Software and/or Service that that will be retired as part of GBG's ongoing product lifecycle management programme**.**

"**Domain**" means a website, application or other remotely enabled means of a Customer communicating with its consumers regarding the sale of goods or services as more particularly set out in the Licence Guide.

"Evaluation" means the use of the Service for the purpose of evaluating the performance of the Service and/or quality of Results generated via the Service during the Evaluation Term.

"Evaluation Term" means the duration of an Evaluation as defined in clause 3.1.

"Evaluation Value Limit" means the total value of Transactions that may be carried out by the Customer using Per Click Datasets without Charge during an Evaluation Term.

"Fair Usage Buffer" means an overdraft facility which may be agreed by GBG (if set out in the Order Form) which allows Customers who have purchased Services on a Transactional Model with a Transactional Cap to exceed the number of permitted Transactions by up to 20% of the total number of Transactions purchased as set out in the Order Form.

"**File Format**" means the format in which Input Files are provided to GBG for processing (for example: Surname, First Name, Address). The File Format is determined by the Customer and must be communicated to GBG prior to submitting any Input File for processing and may be subject to a Set-up Fee;

"**Geocoding API Results**" means the Results produced from the Customer's use of any of the geocoding APIs as part of the Storefinder Service.

"**Helpdesk**" means the helpdesk facility provided by GBG to handle enquiries and administration for the Service.

"Input File" means a file of Customer Data that GBG will process and enhance upon request from the Customer as part of the Data Maintenance Service and in accordance with the relevant terms of the Agreement;

"Instance" any active integration of the Verify Local Install Service in the Customer's environment, regardless of whether such environment is physical or virtual (including but not limited to container environments).

"**Licence**" means the scope of the licence granted to the Customer for use of the Software or Service as specified in the relevant Order Form. Charges may be calculated on a Transactional Model basis and/or as a set Licence Fee as more particularly described in the Licence Guide.

"**Licence Guide**" means the guidance document which sets out the detailed scope and terms of the Licence

options available for the Service set out on the relevant Product Page (updated from time to time).

"**Licence Fee**" means the annual licence Charge for the use of the Service if the Customer purchases a Batch Licence, Per Named User Model, a Per Domain Model, a Per Domain Model with a Transaction Cap or a Transactional Model with a Transactional Cap or the set Charge owed for a Testing and Development Licence as specified on the Order Form.

"Loqate Data Network" means the separate individual data pool that consists of information generated in accordance with clause 6.2;

"**Per Click Datasets**" means the Datasets licenced to the Customer and listed on the Order Form that are not included as part of any Per Named User Model or Per Domain Model and are charged separately on a per-click basis for each Transaction.

"Per Domain Model" means a Licence based on the number of Domains a Customer is permitted to incorporate the Service on, in accordance with the terms of this Agreement, subject to any restrictions (such as but not limited to the number of Domains) as set out in the Order Form.

"Per Domain Model with a Transactional Cap" means a Per Domain Model Licence that is subject to a permitted number of Transactions per specific Domain. The number of permitted Transactions set out in the Order Form is valid for use of the Service in the 12-month period to which they apply and cannot be carried forward into subsequent years."

"Per Named User Model" means a Licence based on the number of permitted named Authorised Users who have access to the Service in accordance with the terms of this Agreement, subject to any restrictions (such as but not limited to the number of named Authorised Users) set out in the Order Form.

"Premium Support Services" means the premium support services provided in accordance with the terms found on the relevant Product Page (as updated from time to time) if detailed on the Order Form and in consideration of the Charges set out in the Order Form.

"**Product Page**" means, in respect of the Service listed on the Order Form, the dedicated webpage that includes relevant information about that Service, including details, Customer Use Case, relevant legal notices, Standard Support Services, Premium Support Services (if available for the relevant Product), Licence Guide and Helpdesk, available, for the relevant service at: https://www.gbgplc.com/en/legal-and-regulatory/products-v5/

"**Set Up and Data Processing Guide**" means the document provided to the Customer by GBG detailing instructions that may be required to support the Customer accessing the Data Maintenance Service, together with details of how Input Files should be formatted, retention periods and other supporting information;

"**Service**" means the particular Loqate service(s) identified on the Order Form, being Capture, Verify SaaS, Verify Local Install, Storefinder and/or Data Maintenance, each as are described in more detail on their respective Product Pages each, together with the associated Standard Support Services or Premium Support Services as selected on the Order Form and described on the relevant Product Page together with any other ancillary services provided by GBG to the Customer pursuant to the Agreement.

"**Standard Support Services**" means the standard support services provided as part of the Service in accordance with the terms found on the relevant Product Page as updated from time to time.

"**Supported Version**" means the Current Version and previous Version or Versions of the Software and/or Service that continue to be supported by GBG, as set out on the relevant Product Page.

"**System Administrator**" means the individual Authorised User responsible for acting as the first point of contact for all Authorised Users of the Service or their replacement(s) as notified to GBG by the Customer, who is familiar with the use of the Service.

"**Testing and Development Licence**" means a specific Licence for the use of the Service for Testing and Development Activity as is more particularly described in clause 4 and the Licence Guide.

"**Transaction**" means a single search, click, check or any other means of obtaining Results from the Service, as outlined within the Order Form.

"Transactional Model" means the charging model whereby the Customer pays a transactional rate for the use of the Service and Per Click Datasets where selected on the relevant Order Form.

"Transactional Model with a Transactional Cap" means a Licence based on the number of permitted Transactions that may be carried out by the Customer using the Service, subject to any restrictions set out on the Order Form and up to a maximum specified as the Transactional Cap. Where relevant (if set out in the Order Form) this may include a Fair Usage Buffer, or an agreed overage rate to enable the Customer to continue to use the Service in the event that the Customer needs to exceed the specified number of permitted Transactions. Under this model, the number of permitted Transactions is valid for use of the Service in the 12-month (or other stated) period to which a Transactional Cap applies and cannot be carried forward into subsequent years

"**Update**" means any improvements, updates, variations, modifications, alterations, additions, error connections, bug-fixes, enhancements, functional changes or other changes to the Software and/or Service that do not constitute an Upgrade.

"**Upgrade**" means a new release of the Software and/or Service that constitutes a significant change, for example, a release of a new Version that introduces new features and/or additional functionality. An upgrade can also refer to a product change that requires the Customer to migrate across from one Version of Software and/or Services, to a new or alternative GBG product that has the same general function and purpose but enhanced or upgraded features.

"**User Account**" means where relevant to the delivery of the Service, the specific configuration of the Service,

File Format and / or Datasets created for the Customer as detailed on the Order Form.

"**Version**" means a particular release of the Software and/or Service as indicated by its version number. Version numbers are used to distinguish each new release of the Software and/or Service from the previous versions, all of which have the same general function but may have been improved, upgraded or customised as part of an Update or Upgrade.

1.2 The headings in these Product Terms do not affect its interpretation.

2 TERM OF THE AGREEMENT

2.1 Save where an Order is for an Evaluation as set out in clause 3 below, the Agreement will start on the Contract Start Date and will continue for the Initial Term and thereafter shall automatically renew for further 12-month Renewal Terms unless terminated earlier in accordance with the Agreement.

3 EVALUATION

3.1 Where the Order Form states that an Order is for an Evaluation, the Evaluation Term shall begin on the Contract Start Date and continue for the Initial Term specified unless the Evaluation is terminated earlier as a result of the Customer reaching the Evaluation Value Limit as detailed below at clause 3.3.

3.2 The Parties agree that, during the Evaluation Term the Customer shall be entitled to use the Service to carry out Transactions without Charge up to the Evaluation Value Limit specified on the Order Form.

3.3 If the Customer exceeds the Evaluation Value Limit during the Initial Term, GBG will notify the Customer and the Evaluation Term and Agreement will terminate early. If the Evaluation Value Limit is not reached during the Initial Term this Agreement will automatically expire at the end of the Initial Term.

3.4 On expiry or termination of an Agreement for an Evaluation, GBG will revoke the Customer's access to the Service, unless the Customer has subsequently purchased a full licence to use the Service beyond the Evaluation Term. In such circumstances, the subsequent Order and Order Form shall replace the prior Evaluation Agreement.

3.5 For the avoidance of doubt clauses 8.3 to 8.7 (inclusive) shall not apply during an Evaluation Period.

4 TESTING AND DEVELOPMENT LICENCES

4.1 In the event that the Customer wishes to use the Service for the purpose of developing or testing an API integration or carrying out any other development activity or testing that affects the Customer's production environment and / or configuration of the Service ("**Testing and Development Activity**") the Customer must comply with the following provisions:

4.1.1 such proposed Testing and Development Activity must be reported to GBG via the System Administrator in writing prior to such Testing and Development Activity taking place;

4.1.2 any use of the Service in a test, development or staging environment must at all times, be licensed appropriately following the issue of a dedicated Testing and Development Licence;

4.1.3 the Customer must adhere to all applicable usage restrictions as per the Testing and Development Licence set out in the Order Form;

4.1.4 if any Testing or Development Activity takes place prior to GBG being notified and or prior to the issuance of a Testing and Development Licence, any such usage will be charged in accordance with the Customer's standard Licence as set out in the Order Form, and the Customer shall be liable for all Charges owed for such usage including, where applicable, any over-usage.

5 LICENCE GRANT AND PROVISION OF THE SERVICE

5.1 GBG grants to the Customer:

5.1.1 a perpetual licence to use the individual Results (including any Supplier Data received as part of the Results) of each Transaction providing that it does so in accordance with all Applicable Data Protection Laws and relevant licence provisions set out in the Additional Terms; and

5.1.2 where relevant, a temporary licence to use the Geocoding API Results whilst being used as part of the Storefinder Service.

5.2 GBG will provide the Customer with the Service detailed in the Order Form in accordance with the terms set out in the Agreement.

5.3 GBG will use reasonable endeavours to provide the Service in accordance with any timetable agreed with the Customer. However, the Customer acknowledges and accepts that any dates given by GBG are estimates only and that delivery of the Service will be dependent upon the Customer's timely cooperation with GBG as well as other factors outside of GBG's reasonable control.

5.4 Where relevant to the Service being provided, the Customer acknowledges and accepts that occasionally GBG, in providing the Service, may be required to:

5.4.1 change the technical specification of the Service for operational reasons, to comply with applicable laws or regulations or to reflect changes to Supplier Data used within the Service. Where a change is made for operational reasons, GBG will ensure that any such change does not materially reduce or detrimentally impact the performance of the Service;

5.4.2 give the Customer instructions which it reasonably believes are necessary to enhance or maintain the quality of any Service provided by GBG and GBG shall not be responsible for any errors in the Service resulting from the Customer's non-compliance with such instructions; and

5.4.3 suspend the Service for operational reasons such as repair, maintenance or improvement or because of an emergency, in which case

GBG will give the Customer as much on-line, written or oral notice as possible and shall ensure that the Service is restored as soon as possible following suspension.

5.5 The Customer shall be responsible for:

5.5.1 ensuring that it has a minimum of one System Administrator;

5.5.2 informing GBG of any changes to the System Administrator's contact details without undue delay;

5.5.3 providing the telecommunications and network services and correctly configured hardware and other equipment needed to connect to the Service; and

5.5.4 the configuration and management of access to the Service including configuration of the Customer's network, firewall, DNS, routers, personal computers and if applicable User Account.

5.6 The Customer must inform GBG, without undue delay, of any changes to the information which the Customer supplied within the Order Form.

6 DATA NETWORK

6.1 Where the GBG Data Network Dataset is included on the Order Form, clause 6 of the DPA shall apply. Capitalised terms used in this clause 6 shall have the meaning given to them in the DPA unless expressly stated otherwise in these Product Terms.

6.2 Where the Loqate Data Network Dataset is included on the Order Form, clauses 6.1 and 6.3 of the DPA shall apply but references to the Data Network shall be read instead as references to the Loqate Data Network and GBG confirms that information held in the Loqate Data Network that is generated by Loqate Capture and Verify address solutions, will be created by GBG from De-Identified Data rather than directly from Customer Data and shall be used for the purposes of address validation and verification.

7 USE OF THE SERVICE

7.1 The Customer shall comply with the terms of the Agreement.

7.2 Where relevant, the Customer must ensure that any software, equipment and materials which are used in conjunction with the Service:

7.2.1 are connected and used in accordance with any instructions and security procedures specified by GBG or other relevant third-party licensor; and

7.2.2 are technically compatible with the Service and meet any minimum technical specifications detailed on the Order Form or set out in any supporting documentation.

7.3 Use of the Service is subject to the limitations of the Licence as set out in the Order Form, and in this clause 7. Specifically, should the Customer need to increase the number of named Authorised Users, the number of licensed Domains, and / or the number of Batch Licences set out in the Order Form, the Customer shall inform GBG in writing promptly and if required, purchase additional licences from GBG.

7.4 Unless stated otherwise in the Order Form, data in Datasets may only be used with the Service.

7.5 Batch Processing is only permitted under a Batch Licence and/or where expressly authorised on the Order Form.

7.6 Where the Customer has purchased the Services on the basis of licence model that is subject to a Transactional Cap (as specified on the Order Form), and exceeds or considers it may need to exceed the permitted number of Transactions:

7.6.1 the Customer shall notify GBG and if required purchase an upgrade to the Licence to increase the total number of permitted Transactions; and

7.6.2 in the event that a Fair Usage Buffer has been agreed and is specified in the Order Form, the Customer may continue to use the Service up to the limit of the Fair Usage Buffer provided that: (i) the Customer pays for all Fair Usage Buffer Transactions in accordance with the Charges indicated on the Order Form; and (ii) the Customer purchases an upgrade to the Licence to increase the total number of permitted Transactions to cover anticipated future use during the remainder of the Initial Term or Renewal Term (as relevant) within 30 days of entering into the Fair Usage Buffer; or

7.6.3 in the event that overage has been agreed and is specified in the Order Form, the Customer may continue to use the Service provided that (i) the Customer pays for each additional Transaction in accordance with the Charges specified in the Order Form; and (ii) within 30 days of exceeding its Transactional Cap, the Customer purchases an upgrade to the Licence to increase the total number of permitted Transactions to cover anticipated future use during the remainder of the Initial Term or Renewal Term (as relevant).

7.7 GBG shall be entitled to suspend the Service or terminate the Agreement until the Customer has paid all Charges arising from the Fair Usage Buffer or overage Transactions and or any upgrade as referenced at clauses 7.6.1 to 7.6.3 above.

7.8 The Customer shall maintain accurate and up to date records regarding its use of the Service, the environments in which it is integrated and/or deployed, including (as applicable) the number of Instances and / or Authorised Users that access the Services, Domains that the Service is incorporated on, and where the Customer has purchased on the basis of a licence model subject to a Transactional Cap, the number of Transactions used. On receipt of GBG's reasonable request and on the anniversary of the Contract Start Date during the Initial Term or annually prior to the commencement of any Renewal Term, the Customer shall provide GBG with a fully completed licence declaration form confirming the details of its use of the Service. In the event that the licence declaration form reveals that the Customer has

exceeded the limitations or restrictions set out in the Licence, GBG shall be entitled to Charge for over-usage and/or additional licences (as appropriate).

7.9 It is acknowledged by the Customer that pursuant to clause 7.13 of these Product Terms, the use of the Service is for the Customer's own internal use. In the event that any third party or Group Company has accessed or benefited from the Service or if the Service is used on a Domain or Instance which is not owned or controlled by the Customer (which includes white labelling of websites for business customers, partners, affiliates or other Group Companies of the Customer as more particularly detailed in the Licence Guide) the Customer must detail such usage to GBG when returning the Licence Registration Form.

7.10 GBG reserves the right to audit the Customer's use of the Service to check compliance with the terms of the Licence in accordance with the General Terms. In the event that such audit reveals that the Customer has exceeded the scope of the Licence, GBG shall be entitled to (i) recover the full cost of the audit; and (ii) Charge for any over-usage.

7.11 The Customer shall only access the Service as permitted by GBG and shall not attempt at any time to circumvent system security or access the source software or compiled code.

7.12 Where the Customer uses the Storefinder service, the Customer will not pre-fetch, index, or store the Geocoding API Results and may not cache the Geocoding API Results for longer than 4 hours.

7.13 The Service is provided solely for the Customer's own internal use. The Customer must not resell or attempt to resell) or sub-licence (or attempt to sub-licence) transfer (or purport to transfer) the Service (or any part or facility of it, including the Results) to any third party, without first entering into an appropriate agreement signed by an Authorised Signatory of GBG.

7.14 The Customer shall be responsible for the completeness of all Customer Data provided to GBG as part of its use of the Service in accordance with Applicable Data Protection Laws and shall retain back-up copies of all Customer Data provided to GBG.

7.15 The Customer is responsible for the acts and omissions of all Users of the Service and is liable for any failure by a User to perform or observe the terms and conditions of the Agreement including without limitation the provisions set out in the Additional Terms and any instructions issued under clauses 5.4.2 and / or 7.2.1.

7.16 Where the Customer has purchased the Capture, Verify SaaS and/or Storefinder services, and the Customers use of the relevant Service exceeds a sustained 100 Transactions per second for 2 minutes or more without GBG's prior written consent, GBG shall be entitled to take reasonable steps in order to protect GBG's infrastructure and other Customers of GBG, including without limitation throttling or blocking the Customers use of the Service.

7.17 Where relevant, GBG may in its sole discretion, refuse to carry out or complete any aspect of the Services if in the reasonable opinion of GBG undertaking such action would cause GBG to breach any relevant laws (including but not limited to any Applicable Data Protection Laws). If GBG exercises its right to refuse to carry out or complete any Services on these grounds, it shall inform the Customer and the Customer shall not be required to pay the associated Charges for the particular part of the Service that GBG has been unable to carry out or complete provided that the Customer shall reimburse GBG for any reasonable costs or expenses incurred by GBG up to the date of refusal upon reasonable proof of such costs.

8 CHARGES AND PAYMENT

8.1 Charges specified in the Order Form shall apply during the Initial Term.

8.2 Save as set out at clause 8.3, 8.4, and 8.8, on renewal, all Charges shall renew automatically in line with the Customers existing Licence Fee and any Prepayments and GBG shall invoice the Customer for the Licence Fee and any Prepayment applicable to the Renewal Term.

8.3 Notwithstanding clause 8.2, upon the expiry of the Initial Term or applicable Renewal Term, GBG shall be entitled to increase the Licence Fee and any other Charges in line with market rate increases.

8.4 In the event that during the Initial Term or applicable Renewal Term the Customer has increased the number of named Authorised Users, the number of Domains or Instances or if the Customer has purchased on the basis of a Transactional Model with a Transactional Cap or a Per Domain Model with a Transactional Cap and the Customer has increased the number of permitted Transactions set out in the Order Form, GBG may require the Customer to purchase additional licences from GBG as set out at clause 7.3 and/or increase the Charges to accommodate the Customer's continued use of the Service.

8.5 Customers paying for the Service on the basis of a Transactional Model and / or using Per Click Datasets must purchase a prepaid Credit Pack to cover such usage as a Prepayment. Prepayments are valid for use of the Service in the 12-month period to which they apply and may not be carried over into subsequent years.

8.6 All Charges for the use of the Service on a Transactional Model and the use of Per-Click Datasets will be deducted from the Prepayment on a monthly basis until the Prepayment is used up. At such point the Customer must purchase an additional Credit Pack to cover its usage for the remainder of the Term to continue to use the Per Click Datasets and / or to use the Service on the basis of the Transactional Model. GBG shall be entitled to Charge for any over-usage at the transactional rate specified in the Order Form.

8.7 GBG may charge the Customer a platform or hosting Charge where GBG provides hosting services or processing engine support for the Customer as set out in the Order Form.

8.8 Notwithstanding anything else in this clause 8, after the expiry of the Initial Term or applicable Renewal Term, GBG shall be entitled to increase the Charges, the

Licence Fee or the Charges for the Per Click Datasets under an Order by giving the Customer not less than 30 days' notice of the change. For the avoidance of doubt, GBG will not revise the Charges before the end of the Initial Term or Renewal Term.

8.9 Where the Customer uses the Service on the basis of the Transactional Model or under a Licence capped by a specified number of Transactions and exceeds a high usage threshold of 10 million Transactions in any 12-month period, GBG shall charge an additional high usage threshold fee (in addition to the Licence Fee) at the same rate as the Licence Fee.

9 UPDATES AND UPGRADES

9.1 As part of GBG's ongoing product lifecycle management programme, GBG will, from time to time, carry out Updates to the Service and/or to specific Datasets. In such circumstances where:

9.1.1 the Customer takes the relevant Service via API and the Update is made automatically to the live Service without the need for action on the part of the Customer, GBG shall notify the Customer of such Updates via its Service Status Page available at gbgstatus.com;

9.1.2 the Customer takes the Verify Local Install service and the Update is made to one or more Dataset, GBG shall notify the Customer of such Updates via email and/or via www.support.loqate.com; and

9.1.3 the Customer is required to take steps to install the Update and/or transition to the latest Version, GBG will inform the Customer in writing of such Update and advise them of the steps they need to take.

The Customer will, as soon as reasonably possible, carry out the necessary steps detailed in the notice.

9.2 After releasing a new Version of the Service that requires installation by the Customer, GBG will continue to support the previous Version or Versions of the product for a reasonable period of time to allow the customer to transition to the Current Version. All Supported Versions of the Service will be listed on the relevant Product Page.

9.3 The cost of Updates to the Service are included in the Licence Fee payable by the Customer. If additional Training is required by the Customer in connection with an Update, GBG reserves the right to quote for such support separately.

9.4 From time to time, GBG may release Upgrades to the Service. Unless otherwise agreed in writing, the Customer shall not be entitled to receive Upgrades under this Agreement. Consequently, the Parties acknowledge and accept that to receive the benefit of an Upgrade the Customer may be required to pay additional Charges and/or sign up to new terms and conditions.

9.5 Where GBG is no longer able to support a Version of the Service or a Dataset, GBG shall provide the Customer with reasonable prior notice of its intention to withdraw support for the Discontinued Version or Dataset. Such notice shall include details of:

9.5.1 the date on which the Discontinued Version or Dataset will cease to be available to the Customer;

9.5.2 the action required by the Customer to implement, install, integrate or move to the Current Version of the Service or alternative Dataset as part of an Update or Upgrade; and

9.5.3 the support available from GBG to assist the Customer with the transition to the Current Version or alternative Dataset as part of any Update or Upgrade.

9.6 If the Customer fails to transition to the Current Version of the Service within the specified time period in accordance with clause 9.5 above, GBG may, at its sole discretion from the date specified on the notice given in accordance with clause 9.5:

9.6.1 cease to provide Standard Support Services to the Customer in relation to the Discontinued Version; or

9.6.2 terminate this Agreement.

10 TERMINATION

10.1 Either Party may terminate the Agreement by giving at least 90 days' prior written notice to the other of such termination to take effect on the expiry of the Initial Term or on the expiry of a Renewal Term.

11 POST TERMINATION

11.1 Upon termination or expiry of this Agreement:

11.1.1 with the exception of the Geocoding API Results, the Customer may continue to use the individual Results generated by its use of the Service subject to any conditions set out in these Product Terms and/or relevant Additional Terms; and

11.1.2 where relevant, the Customer shall remove any software and/or Datasets provided by GBG as part of the Service installed within the Customer's own environment and, on the written request of GBG, shall provide written confirmation that it has complied with this clause.

Product Terms
Loqate

Schedule 1 - Further Product Terms applicable to the Data Maintenance Service only

1 INTERPRETATION

1.1 In these further Product Terms, the following definitions shall apply in addition to those contained within the General Terms and the Product Terms:

"Annual Commitment" where selected on the Order Form, means a commitment by the Customer to pay to GBG Charges for Transactions, carried out using the Data Maintenance Service, that are equal to or greater than the sum specified on the Order Form during each contractual year of the Initial Term or applicable Renewal Term;

"Default Matching Rule" means the strictest Matching Rule set by GBG that will be applied as the Matching Rule unless varied by the Customer upon request in accordance with clause 2.1;

"**File Format**" means the format in which Input Files are provided to GBG for processing (for example: Surname, First Name, Address). The File Format is determined by the Customer and must be communicated to GBG prior to submitting any Input File for processing and may be subject to a Set-up Fee;

"Input File" means a file of Customer Data that GBG will process and enhance upon request from the Customer as part of the Data Maintenance Service and in accordance with the relevant terms of the Agreement;

"**Matched Record**" means a Transaction processed by GBG that has resulted in a positive match against a record held in the Supplier Data;

"**Matching Rules**" means the basis on which a positive match is determined as set out in the Additional Terms for the applicable Dataset or the Order Form where a Variable Matching Rule is selected. For example, whether a Transaction will generate a Matched Record against a Dataset at forename, initial, surname or address level;

"**Minimum Batch Value**" means the minimum Charge that will be applied to each Input File submitted for processing, as specified on the Order Form;

"**Processed Record**" means a Transaction processed by GBG regardless of whether or not the Transaction generated a positive match against the Supplier Data;

"**Set Up and Data Processing Guide**" means the document provided to the Customer by GBG detailing instructions that may be required to support the Customer accessing the Data Maintenance Service, together with details of how Input Files should be formatted, retention periods and other supporting information;

"**Set-up Fee**" means the Charges payable for the setup of the User Accounts and File Format, as specified on the Order Form;

"**Standard Matching Rule**" means the strictest Matching Rule set at Dataset level that cannot be varied by the Customer. Datasets that cannot be varied will be identified in the Additional Terms as having Standard Matching Rules;

"**Variable Matching Rule**" means the a Matching Rule that is different to the has been agreed by GBG to be varied from the Default Matching Rule for a particular by the Customer at Dataset as agreed by GBG and the Customer in accordance with clause 3.1 and specified in the Order Form. Where Variable Matching Rule is available for a particular Dataset it will be set out in the Additional Terms. If no Variable Matching Rule is selected the Default Matching Rule for the relevant Dataset will apply

1.2 In these further Product Terms, the following provisions shall apply in addition to those contained within the General Terms and the Product Terms where the Customer takes the Data Maintenance Service. References to clauses are to clauses of this Schedule unless expressly stated otherwise.

2 PROVISION OF THE SERVICE

2.1 Where relevant to the Customer the following shall apply:

2.1.1 the Customer shall be responsible for delivering all necessary Input Files to GBG at the specified location in a readable condition, in accordance with the Set Up and Data Processing Guide, within the delivery timescales agreed and in the manner, quantity and form agreed in the Order Form;

2.1.2 Input Files may be scanned for viruses and malware. Any Input Files that are found to contain such items will not be processed and the Customer will be notified;

2.1.3 reprocessing of any Customer Data required due to any fault on the part of GBG or its employees to exercise reasonable skill and care shall be made at GBG's expense, subject to the Customer making available any information or Input Files necessary for such reprocessing;

2.1.4 reprocessing of any Customer Data required as a result of a failure by the Customer to fulfil any of its delivery obligations set out in clause 2.1.1 shall be carried out at the Customer's expense; and

2.1.5 GBG shall not be liable for deletion or destruction of or for damage to the Input Files and the Customer should retain duplicates of all Customer Data and Input Files supplied

2.1.6 GBG reserves the right to refuse to process any Input Files if, in its reasonable opinion, (i) the Input Files do not align with the agreed File Format for the relevant User Account; (ii) such Input Files are provided by the Customer contrary to any obligations or agreed terms contained within the Agreement, (iii) processing such Input Files would put either Party in breach of applicable laws or regulations, and / or (iv) the reasons for

processing do not match the Customer's selected Customer Use Case.

2.2 As part of the provision of the Data Maintenance Service, GBG will collect, store and analyse information about how our Customers use the Service, including any Results generated, in order to improve our solution and identify future opportunities. This may include assessing Dataset match rates, population coverage, Service uptime and customer experience.

3 USE OF THE SERVICE

3.1 The Customer acknowledges and accepts that as standard GBG uses the strictest Matching Rule available for each Dataset. The Standard Matching Rules and Default Matching Rules will be set out in the Additional Terms and will always be applied to any processing carried out by GBG, save as set out in clause 3.2 set out below.

3.2 Notwithstanding clause 3.1, the Customer may request that GBG applies a Variable Matching Rule to a Dataset where available. Before GBG permits the use of a Variable Matching Rule, the Customer must provide notice and justification for such request, which shall include details of why such request is being made and how the Results will be used. GBG reserves the right to refuse to process against a Variable Matching Rule at its sole discretion. Variable Matching Rule requests must be documented and included on the Order Form or in a variation to the Agreement as applicable.

4 CHARGES AND PAYMENT

4.1 In respect of each Input File, where the Order Form states that the Customer will be charged on a Matched Record basis, GBG shall invoice the Customer only for Transactions resulting in a Matched Record in accordance with the Matching Rules applicable to the relevant Dataset, or if greater, the Minimum Batch Value.

4.2 In respect of each Input File, where the Order Form states that the Customer will be charged on a Processed Record basis, GBG shall invoice the Customer for all Transactions processed regardless of whether or not the Transaction generated a positive match against the Supplier Data, or if greater, the Minimum Batch Value.

4.3 Where indicated on the Order Form that a Set-up Fee applies, the Set-up Fee will be invoiced on the Contract Start Date. The Set-up Fee must be received prior to any processing being carried out. In the event the Customer wishes to make a change to a File Format and or User Account during the Agreement, a further Set-up Fee may be applied.

4.4 Prepayments are valid for use of the Data Maintenance Service in the 12-month period to which they apply and may not be carried over into subsequent years. Any Transactions exceeding the Prepayment will be charged per Transaction and invoiced monthly in arrears.

4.5 Where the Customer has agreed to an Annual Commitment, GBG shall monitor and invoice for the number of Transactions carried out by the Customer during the Initial Term (or if relevant, Renewal Term). In the event that the Charges paid or payable by a Customer in relation to the Transactions carried out via the Data Maintenance Service are less than the Annual Commitment in total, then the Customer agrees to pay to GBG (within 14 days of receipt of GBG's invoice) the outstanding balance to ensure that the Annual Commitment is met.

4.6 Save as set out in clause 4.7 on renewal, all Charges shall renew automatically in line with the Customer's existing Prepayment or Annual Commitment. Where applicable, on renewal, GBG shall invoice the Customer for the Prepayment applicable to that Renewal Term.

4.7 Notwithstanding clause 4.6, upon the expiry of the Initial Term or applicable Renewal Term, GBG shall be entitled to increase Charges by 2.9% in line with market rate increases.