

EXPERIAN QAS END-USER LICENCE AGREEMENT V1.2

BACKGROUND

- A. Experian Limited, has developed contact data management (CDM) solutions to improve data quality including, but not limited to, address capture (QAS Pro) and database cleansing (QAS Batch) software products (defined later as "Licensed Programs") and services which are used and sold together with embedded reference data provided by third party data providers, including the Postal Address File (PAF) data provided by the Royal Mail (defined collectively later in this EULA as the "Data Sets").
- B. This agreement or "EULA" (defined later as the "EULA") relates to the End-User's licence or right to use the Experian QAS software products and services and Data Sets (defined later as "Licensed Materials and Services") which it has received or purchased from an authorised Experian QAS reseller (defined later as "Authorised Reseller") for its internal business use, either as a standalone product or as an integrated element of a wider application or system, subject to any additional restrictions stipulated as part of Permitted Use (defined below).
- C. The End-User should refer to its own confidential agreement with the Authorised Reseller, but, it is important for the End-User to note that (unless otherwise agreed between the Authorised Reseller and Experian QAS):
- the End-User's licence, or right, to use the Licensed Materials and Services will expire unless renewed by the Authorised Reseller on an annual basis (or after the term agreed between the Authorised Reseller and Experian QAS (defined later as "Term").
 - the Authorised Reseller should inform the End-User of its licence period, initial and annual renewal fees payable, permitted users, permitted transactions, permitted location, application, equipment and/or operating environment or additional restrictions which applies to its Licensed Materials and/or Services (defined later as "Permitted Use").
 - there are restrictions relating to the Data Set known as Names Data which can only be used for marketing purposes as defined in the Data Set terms.
 - should the End-User wish to vary the Permitted Use, it will need to inform its Authorised Reseller in advance and any such variation will be recorded in a supplementary agreement, with additional charges, between Experian QAS and the Authorised Reseller.
 - any increase in the number of permitted users, or Data Sets purchased in addition to the Authorised Reseller's original purchase(s) for the End-User will not be renewable separately.
 - New Versions will be made available to the Authorised Reseller by agreement and unless otherwise agreed will be subject to an additional charge.
 - Experian QAS shall be entitled to notify the Authorised Reseller in writing at least 120 days before the renewal date of any increase to the End-User's renewal fee which shall be in accordance with any increase in royalties by a Data Set or Third Party Software provider, or an amount which does not exceed the percentage increase in
 - the Retail Prices Index published by the Central Statistical Office (in the case of all other fees);over the period of 12 months ending on 31st March prior to the renewal date.
 - the renewal fee payable by the Authorised Reseller shall be contingent upon the renewal of all Licensed Materials purchased in the previous twelve calendar month period from the Effective Date (or any anniversary of the Effective Date) exclusive of any development periods.
 - the End-User should inform the Authorised Reseller if it has a direct contractual relationship with a third party licensor of Experian QAS for a Data Set and royalties are therefore not payable to Experian QAS for the End-User use of that Data Set.
 - the End-User should inform the Authorised Reseller if it wishes to pay the Renewal Fee directly to allow Experian QAS to negotiate with the End-User and the Authorised Reseller in good faith to seek to conclude a novation to effect the transfer of Experian QAS' agreement with the Authorised Reseller to the End-User (on the Experian QAS Standard Terms and Conditions unless otherwise agreed). Experian QAS reserves the right to charge the End-User reasonable additional Renewal Fees or other fees related to the transfer.
 - Experian QAS shall be entitled to terminate its agreement with the Authorised Reseller if:
 - it loses the right to distribute any Data Set, or
 - (subject to giving the Authorised Reseller not less than 12 months' prior written notice) if it decides to discontinue the provision of any Data Set; or
 - by giving the Authorised Reseller not less than 90 days' prior written notice of termination to expire on the last day of the agreement between Experian and the Authorised Reseller in relation to this EULA (or any subsequent anniversary of that date).
- D. If the Authorised Reseller's agreement with Experian QAS terminates or expires for any reason then the Authorised Reseller shall either continue to perform its obligations under this EULA for the remainder of the Term or Experian QAS will perform the Authorised Reseller's obligations for the remainder of the Term and the Authorised Reseller shall provide all reasonable assistance to Experian QAS in relation to any handover to Experian QAS who will negotiate with the End-User in good faith to agree any required amendments to the EULA (including any new terms or fees applicable).

1. PRIMARY OBLIGATIONS

- 1.1 Experian QAS shall:
 - 1.1.1 provide the Licensed Materials and Services in accordance with the Specification;;and
 - 1.1.2 use all reasonable care and skill in the performance of the Services.
 - 1.1.3 use all reasonable care and skill in the collection and collation of any data on which the Licensed Materials and/or Services are based or which is comprised within the Services;
 - 1.1.4 only use personnel in the provision of the relevant Services who are suitably qualified.

1.2 The End-User shall be responsible for installing the Licensed Materials (directly or via the Authorised Reseller, as applicable).

1.3 Each party warrants that:

- 1.3.1 it has obtained and will continue to hold all necessary licences, consents, permits and agreements required for it to comply with its obligations under this EULA and for the grant of rights to the other party under this EULA;
 - 1.3.2 the use by the other party as permitted by this EULA of any information, data, software, documentation, scorecards and/or services which it provides to the other party shall not infringe any third party Intellectual Property Rights.
- 1.4 The warranties expressly set out in this EULA are the only warranties that each party gives to the other in respect of the subject matter of this EULA. All other warranties, conditions, representations or terms of equivalent effect that might be implied by law are excluded to the extent permitted by law.

2. TERM

- 2.1 The End-User may use the Licensed Materials and Services provided to the End-User by the Authorised Reseller on a non-exclusive, non-transferable basis, for the Term (unless terminated earlier), in accordance with the terms of this EULA .
- 2.2 If this EULA relates to Agreed Units being made available to the End-User by the Authorised Reseller, the End-User's entitlement to use the Agreed Units shall expire on the last day of the Initial Term irrespective of whether all of the Agreed Units have been used and without any obligation on the part of Experian QAS to provide any refund for unused Agreed Units. If this EULA relates wholly to Agreed Units being made available to the End-User then (unless terminated earlier) this EULA shall end upon the first to occur of:
 - 2.2.1 all of the Agreed Units having been used by the End-User; and
 - 2.2.2 the last day of the Initial Term.

3. NATURE OF THE LICENSED MATERIALS AND SERVICES

- 3.1 Experian QAS Licensed Materials and Services are not intended to be used as the sole basis for any business decision, and are based upon data or Data Sets which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for Experian QAS to guarantee. Experian QAS are therefore not able to accept any liability, other than under Clause 1.1, for:
 - 3.1.1 any inaccuracy, incompleteness or other error in the Licensed Materials and/or the Services which arises as a result of data or Data Sets provided to Experian QAS by the Authorised Reseller, the End-User or any third party;
 - 3.1.2 any failure of the Licensed Materials and/or the Services to achieve any particular result for the End-User.
- 3.2 Experian QAS does not in any way warrant the accuracy or completeness of the data or any Data Sets and shall not be liable for any loss or damage (whether direct or indirect or consequential) howsoever arising out of or in connection with this EULA or its termination, except to the extent that such liability may not be lawfully excluded.
- 3.3 Experian QAS is not liable in any way in respect of any data, products or services provided by the Authorised Reseller to the End-User (even if the Products and/or Services provided to the End-User by Authorised Reseller are designated as Experian QAS approved) and Experian QAS does not in any way warrant that such data, products and/or services have been tested for use by any part or that such products and/or services will be suitable for or be capable of being used by any party.
- 3.4 Except as expressly set out herein, Experian QAS shall not be obliged in any circumstances to provide any data, products or services (including Licensed Materials or Services) direct to the End-User.
- 3.5 For the avoidance of doubt, neither party excludes liability for any personal injury or death which is caused by their negligence or for any other liability which may not be excluded by law.

4. SOFTWARE WARRANTY AND SUPPORT

- 4.1 Experian QAS will provide the End-User with technical support services in relation to the any Licensed Materials in accordance with Experian QAS' published Worldwide Support Policy from time to time, provided that:
 - 4.1.1 the Authorised Reseller shall be responsible for providing first line support (as described in the Worldwide Support Policy);
 - 4.1.2 if any such software is proprietary Third Party Software, Experian QAS shall not be liable for any failure to provide support in accordance with the Worldwide Support Policy to the extent that this is caused by any failure of the relevant third party;
 - 4.1.3 when the Licensed Materials have had a "Last Ship Date" set, as defined in the End Of Service Life Policy, technical support services shall be provided in line with the End of Service Life policy.
- 4.2 Experian QAS warrants that the Licensed Programs will conform to any description specified in the Documentation, subject to the Licensed Programs being used in accordance with this EULA and the Documentation. If the End-User notifies us, directly or via an Authorised Reseller, that any Licensed Program has failed to comply with this warranty, Experian QAS will (as the End-User sole remedy in respect of such failure) as soon as reasonably practicable replace the relevant Licensed Programs with software programs which do comply.

5. COMPLIANCE AND AUDIT

- 5.1. Each party shall in connection with the provision or use of the Licensed Materials and/or the Services (as appropriate) comply with all legislation, regulations, and other rules having equivalent force which are applicable to that party, including, but not limited to, the Data Protection Act 1998.
- 5.2. Each party shall permit the other or their nominated third party auditor (on reasonable notice and during normal working hours) to audit the first party's compliance with its obligations under this EULA in relation to the use of any software, data or other materials. The party carrying out the audit shall:
 - 5.2.1. observe the other party's procedures relating to the protection of confidential information about any Customers or customers of the other party; and
 - 5.2.2. take all reasonable steps to minimise disruption to the other party's business during such audit; and
 - 5.2.3. be responsible for the costs of conducting such audit, save where the other party is found to be non-compliant with its obligations under this EULA , in which case the first party may charge the other party for its reasonable costs in conducting the audit.

6. CONFIDENTIALITY

- 6.1. Each party shall, in respect of the Confidential Information for which it is the recipient:
 - 6.1.1. keep the Confidential Information strictly confidential and not disclose any part of such Confidential Information to any person except as permitted by or as required for the performance of the recipient's obligations under this EULA; and
 - 6.1.2. take all reasonable steps to prevent unauthorised access to the Confidential Information.
- 6.2. Each party may disclose Confidential Information to, and allow its use in accordance with this EULA by, the following provided that it shall procure that any party to whom it discloses Confidential Information shall observe the restrictions in this Clause 6:
 - 6.2.1. employees and officers of the recipient who require it for the recipient to perform its obligations under this EULA;
 - 6.2.2. the recipient's auditors and professional advisors solely for the purposes of providing professional advice;
 - 6.2.3. if Experian QAS is the recipient, to Experian QAS Group Companies and to Experian QAS' agents and sub-contractors and those of Experian QAS Group Companies, involved in performing Experian QAS' obligations under this EULA.
- 6.3. The restrictions in Clause 6.1 do not apply to any information to the extent that it:
 - 6.3.1. is or comes within the public domain other than through a breach of Clause 6.1; or
 - 6.3.2. is in the recipient's possession (with full right to disclose) before receipt from the other party; or
 - 6.3.3. is lawfully received from a third party (with full right to disclose); or
 - 6.3.4. is independently developed by the recipient without access to or use of the Confidential Information; or

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

7. INTELLECTUAL PROPERTY RIGHTS

7.1. All Intellectual Property Rights in the Licensed Materials and Services will remain vested in Experian QAS (or Experian QAS' relevant licensors).

7.2. If the Authorised Reseller advises the End-User that any Licensed Materials and/or Services are to be available for a development period, the End-User shall not use (or allow use of) those Licensed Materials and/or Services for any commercial purposes during that period, and shall not allow use of those Licensed Materials and/or Services by more than the permitted number of users during that period.

7.3. The End-User agrees that it will:-

7.3.1 use the Services and the Licensed Materials for the Permitted Purpose only and in accordance with the Documentation and ensure that all personnel who use the Licensed Materials are its employees, temporary employees or individual contractors;

7.3.2 if use of the Licensed Materials is restricted to certain of its products applications and/or business divisions and/or territories (as should be specified to it by the Authorised Reseller), only use the Licensed Materials in connection with those products and/ or applications and/or within those divisions and/or territories;

7.3.3 only use any software comprised within the Licensed Materials on computer equipment complying with such minimum specification as may be specified by the Authorised Reseller;

7.3.4 not sell, transfer, sub-licence, distribute, commercially exploit or otherwise make available to, or allow use of for the benefit of, any third party any of the Licensed Materials and/or Services, save as permitted in clause 7.3.1;

7.3.5 not copy, adapt, alter, modify, reverse engineer, decompile or otherwise interfere with the Licensed Materials or combine the same with other materials without Experian QAS' prior written consent except as permitted by law and provided that the End-User is permitted to retain a copy of the Licensed Materials for the purposes of load balancing, back up and disaster recovery only;

7.3.6 only use any software comprised within the Licensed Materials on equipment owned, operated or controlled by the End-User at premises owned and/or used by the End-User, or on such other site as may be agreed by the parties (directly or via the Authorised Reseller) from time to time in writing;

7.3.7 not allow any third party to amend, modify or otherwise alter the Licensed Materials without Experian QAS' prior written consent (directly or via the Authorised Reseller);

8. TERMINATION

8.1 Either party shall be entitled to terminate this EULA (or part of it in respect of a particular part of the Licensed Materials) immediately by serving written notice on the other party in the following circumstances:

8.1.1 if the other party commits a material breach of any of its obligations under this EULA which is not capable of remedy;

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

8.1.3 if the other party has passed a resolution for its winding up (save for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is subject to a petition presented to any court for its winding-up (save for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any person, or is the subject of a notice to strike off the register at Companies House, or is dissolved or declared bankrupt, or has a receiver, administrator or administrative receiver appointed over all or part of its assets, or enters into an arrangement with its creditors, or is unable to pay its debts within the

meaning of section 123 Insolvency Act 1986, or ceases to trade or takes or suffers any similar action.

8.2 Termination of this EULA (or of any element of it) shall not affect any rights, obligations or liabilities of either party which have accrued before termination or which are intended to continue to have effect beyond termination. The End-User's entitlement to use the Licensed Materials and/or the Services shall cease on termination of this EULA.

9. TRANSFER

9.1 In the event that Experian QAS' agreement with the Authorised Reseller terminates, the Authorised Reseller will continue to perform its obligations to the End-User under this EULA until the end of the Term. Experian QAS shall notify the End-User in writing, as soon as reasonably practicable, in the event of such termination and negotiate with the End-User in good faith to agree whether this EULA shall terminate at the end of the Term or what fees are payable for an additional term.

10. DATA SET UPDATES AND THIRD PARTY TERMS

10.1 Experian QAS will provide the End-User with Data Set Updates of Data Sets and New Releases of the Licensed Programs (which do not include upgrades to Licensed Programs which Experian QAS identifies as New Versions) in accordance with Experian QAS' policy in relation to the same from time to time and the End of Service Life Policy. The End-User shall install all such Data Set Updates and New Releases as soon as reasonably practicable (directly or via the Authorised Reseller) in order to not affect Experian QAS' ability to offer technical support services as specified in Clause 4.1.

10.2 New Versions, New Releases and Data Set Updates made available to the End-User by the Authorised Reseller shall (unless otherwise agreed) be subject to the provisions of this EULA as if they formed part of the original Licensed Materials. For the avoidance of doubt, this EULA does not affect Experian QAS' ability to charge the Authorised Reseller additional costs in relation to New Versions it provides to the Authorised Reseller.

10.3 The End-User shall comply with any relevant Data Set licence or Third Party Software terms imposed on Experian QAS by a third party licensor in relation to a Data Set or Third Party Software as notified to the End-User by Experian QAS or as made available on Experian QAS' website at www.qas.com/legal (or such other url as Experian QAS inform the End-User of from time to time). If at any time during the term of this EULA, any such Data Set licence or Third Party Software terms change, Experian QAS will notify the End-User, and the End-User shall be entitled to terminate the use of any Data Set or Third Party Software materially and adversely affected by the change by notice in writing to Experian QAS.

10.4 If any Outsource Agent is to have access to or manage any of the Licensed Materials and/or Services on the End-User's behalf the following terms shall apply:

10.4.1 the Outsource Agent shall have access to the relevant Licensed Materials and/or Services on the End-User's behalf only and for no other purpose;

10.4.2 any employees, temporary employees or individual contractors of the Outsource Agent making use of the Services and/or the Licensed Materials shall count as the End-User's users for licensing purposes;

10.4.3 the End-User shall procure that the Outsource Agent and its employees, temporary employees or individual contractors comply with all relevant provisions of this EULA.

11. GENERAL

11.1 Any notices that Experian QAS is required to serve on the End-User in accordance with Clause 9, shall be sent to the End-User address provided to Experian QAS by the Authorised Reseller.

11.2 Notices shall be deemed to have been duly given: if delivered personally, upon delivery; if sent by post, two clear days after the date of posting; if sent by fax, when transmitted provided that a confirmatory copy is sent by special delivery by the end of the next business day after transmission.

11.3 Except as provided in Clause 11.4 neither party may assign, transfer, charge or deal in any other manner with this EULA or any of its rights under it without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), save that Experian QAS may assign or transfer any or all of Experian QAS' obligations under this EULA to any Experian QAS Group Company without consent.

11.4 Experian QAS shall be entitled to sub-contract any or all of Experian QAS' obligations under this EULA to a sub-contractor but by doing so Experian QAS shall be responsible for the acts and omissions of the sub-contractor to the same extent as if Experian QAS had carried out the obligations ourselves pursuant to this EULA.

11.5 If any part of this EULA is found to be invalid or unenforceable by any Court or other competent body, such invalidity or

	unenforceability shall not affect the other provisions of this EULA and such other provisions shall remain in full force and effect.	Confidential Information	Any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, customers or group companies in or on any medium or format;
11.6	Neither party will be liable for any delay or failure in the performance of its obligations under this EULA if such delay or failure is due to an event of Force Majeure.		
11.7	If either party fails to exercise a right or remedy that it has or which arises in relation to this EULA, such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.		
11.8	A waiver of any breach or provision of this EULA shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provision. Any waiver of a breach of any term of this EULA shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this EULA.	Data Set Data Set Updates Documentation	Any data set forming part of the Licensed Materials; Means any update to a Data Set supplied to the End-User under this EULA Any or all of the Specification, user documentation, product documentation, technical documentation including guidelines relating to data security and access and/or statements of functionality;
11.9	This EULA and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England. The English courts shall have non-exclusive jurisdiction over any claim or matter which may arise out of or in connection with this EULA.	Effective Date	The date specified as such in the End-User's agreement with the Authorised Reseller;
11.10	Variations of this EULA shall not be effective unless recorded in writing signed by the parties; variations in electronic form shall not count as variations recorded in writing.	End Of Service Life Policy	The End Of Service Life Policy available on Experian QAS' website;
11.11	This EULA sets out all the terms agreed between the parties relating to the subject matter of this EULA and supersedes any previous agreement between the parties relating to the same subject matter. It is a condition of this EULA that neither of the parties shall be bound by, or liable to the other party for, any representation, promise or inducement (other than fraudulent misrepresentations) made by it or by any agent or person on its behalf which is not expressly contained in this EULA.	End-User End-User's Data	The end user customer using the Licensed Materials and Services for the Permitted Purpose; Any data owned by the End-User and provided to Experian QAS in connection with this EULA;
11.12	Subject to any contrary provision in any Data Set licence or Third Party Software terms referred to in Clause 11.4, the parties hereby agree that nothing in this EULA shall be construed as creating a right which is enforceable by any person who is not a party to this EULA or a permitted assignee of such a party.	EULA	The End-User Licence Agreement comprising the terms and conditions contained herein and the Data Set and Third Party Software terms;
11.13	Each party shall, at the reasonable request and cost of the other party, do whatever is reasonably required to give the other party the full benefit of all the provisions of this EULA.	Experian QAS	Experian Limited (Company Registration Number 653331);
11.14	Nothing in this EULA is intended to, or shall, operate to:	Force Majeure	Any act of government or state, civil commotion, epidemic, fire, flood, industrial action or organised protests by third parties, natural disaster, war, failure of payment systems, or any event beyond the reasonable control of the party claiming to be excused from performance of its obligations;
11.14.1	create a partnership or joint venture of any kind between the End-User and Experian QAS;		
11.14.2	authorise either party to act as agent for the other party;		
11.14.3	authorise either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.		
11.15	In this EULA:	Group Company	any company which is from time to time in relation to Experian QAS a subsidiary, holding company or subsidiary of a holding company as the terms "subsidiary" and "holding company" are defined by section 1159 of the Companies Act 2006
11.15.1	any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;	Initial Term	The period specified as such in the End-User's agreement with the Authorised Reseller;
11.15.2	references to clauses and schedules are to the Clauses of and the Schedule to this EULA ;	Intellectual Property Rights	Copyright, database right, domain names, patents, registered and unregistered design rights, registered and unregistered trade marks, and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same;
11.15.3	the singular includes the plural and vice versa;		
11.15.4	the headings are for ease of reference only and shall not affect the construction or interpretation of this EULA;	Licensed Materials	The Licensed Programs and/or any other software, data or related documentation made available by the Authorised Reseller to the End-User under this EULA;
11.15.5	where any matter is to be agreed, such agreement must be recorded in writing;	Licensed Programs	Any Experian QAS proprietary software made available by the Authorised Reseller to the End-User under the terms of this EULA;
11.15.6	wherever the words "including", "include", "includes" or "included" are used they shall be deemed to be followed by the words "without limitation" unless the context otherwise requires.	New Releases	any maintenance release relating to the Licensed Materials including, but not limited to, error fixes, minor upgrades and patches (but not including New Versions). included within the fee for the Licensed Materials;
11.16	If there is any conflict or inconsistency between the various documents forming this EULA, the following order of precedence shall apply to the extent of any conflict or inconsistency (the first mentioned documents prevailing over the later mentioned documents):-	New Version	A new version of the Licensed Materials not included within the fee for the Licensed Materials;
11.16.1	the Data Set and Third Party Software terms;	Outsource Agent	A third party service provider of the End-Users;
11.16.2	the EULA.		
12. DEFINITIONS			
In this EULA the following words and expressions shall have the following meanings:			
Agreed Units	An agreed number of consumable units (such as professional services days and/or transactional clicks);		
Authorised Reseller	The party who has sold or provided the Licensed Materials and Services to the End-User;		

Permitted Purpose	Unless otherwise stated in the End-User's agreement with the Authorised Reseller, the End-User's internal business purposes;
Permitted Use	Usage in accordance with the EULA and as set out in the End-User's agreement with the Authorised Reseller;
Services	The services specified in the agreement between the End-User and the Authorised Reseller;
Term	The period agreed between the Authorised Reseller and the End-User;
Specification	Any document agreed between the Authorised Reseller and Experian QAS that sets out (i) details of the agreed functionality to be provided and/or (ii) the description of any Licensed Materials and/or Services (as such document is updated by agreement between the parties from time to time);
Third Party Software	Any third party software forming part of the Licensed Materials;
Worldwide Support Policy	The Experian QAS worldwide support policy available on Experian QAS' website and as detailed in Clause 4.2 of the EULA;

SPECIAL TERMS AND CONDITIONS

[Intentionally left blank.]