

QAS Limited Licence Terms and Conditions



UK Version



SUMMARY OF QAS LICENCE TERMS

As part of our commitment to make our order documentation as user friendly as possible, we have summarised the effect of the main terms of our licence which forms part of this licence pack.

Under the QAS licence terms:-

YOU AGREE TO:

1. Purchase from us a licence sufficient to cover your intended number of users.
2. Report promptly and pay for any additional users.
3. Take and install generally released new releases to your QAS software: You are not obliged to take new versions but we cannot support versions which are more than two versions out of date.
4. Take and install data updates to any PAF or other data set which we provide to you.
5. Observe the terms set out in the relevant data provider's licence for the use of any PAF or other dataset which you have ordered.
6. Pay an annual licence fee covering the above.
7. Provide written notice of termination at least thirty (30) days prior to the next Renewal Date, should you wish to terminate this Agreement (or part of it in relation to a particular Licensed Product) effective on the next Renewal Date.

YOU AGREE NOT TO:

1. Interfere with our copyright or any of our other intellectual property rights.
2. Sell or otherwise deal in the products licensed to you.
3. Use our software or any PAF or other dataset on any unauthorised operating system or application or on any unauthorised computer, system or network.
4. Use our software in breach of the instructions contained in our user guides or in any other incorrect or abusive way.
5. Allow any third party to use our software or any PAF or other dataset unless you have first obtained our written consent.

WARRANTIES

We offer a generous level of warranty cover at an industry leading standard.

LIABILITY

We limit our liability under the licence to specified sums in particular circumstances. The level of these sums is reviewed regularly by us in order to maintain industry leading standards. We also maintain insurance cover at an appropriate level which we review regularly.

Please note that this is a summary of the terms of our end user licence. Please refer to the QAS Quotation and Licence Packs to view the full text of the terms that will apply to your use of the Licensed Products.

QAS TERMS AND CONDITIONS

CONTENTS

1. Licence
2. Term
3. Payment
4. Ownership
5. Delivery & risk
6. Installation
7. Restrictions on use
8. Back up or archival copies
9. Additional use
10. Transfer
11. Data Updates, New Releases and New Versions
12. Technical support
13. Warranties
14. Liability
15. Termination
16. Performance
17. Audit
18. Data Provider terms and conditions
19. Terms on Our Website
20. Special terms
21. Conflicting terms
22. Geographic scope
23. QAS Business Partners
24. Force Majeure
25. Assignment
26. Waiver
27. Governing law and jurisdiction
28. Data protection
29. Confidentiality
30. Survival of terms
31. Notices
32. Third party rights
33. Interpretation
34. Definitions

QAS LICENCE TERMS AND CONDITIONS

This licence Agreement is an agreement between the customer referred to in the Order Confirmation, and QAS Limited also specified in the Order Confirmation, and covers your licence for use of the Licensed Programs, Documentation and the Data we provide to you from time to time. Your use of the Data as well as other particular uses of the Licensed Products may be governed by third party Data Provider Licences and other terms and conditions which can be viewed on Our Website and which form part of this Licence Agreement.

1 Licence

By installing and using the Licensed Products, you acquire and agree to a non-exclusive licence to use the Licensed Products on the terms of this Agreement.

2 Term

Subject to the terms of this Agreement, this Agreement:

- (a) commences on the Effective Date and continues for the Initial Licence Period; and
- (b) will be automatically extended after the Initial Licence Period for an Additional Term (and thereafter, subsequent Additional Terms) unless terminated in accordance with **clause 15** of this Agreement.

3 Payment

- 3.1 In return for the licence to use the Licensed Products for the Initial Licence Period and the services we provide to you under this Agreement during the Initial Licence Period, you agree to pay to us the Initial Licence Fee in accordance with this Agreement.
- 3.2 In return for the licence to use the Licensed Products for an Additional Term and the services we provide to you under this Agreement during that Additional Term, you agree to pay to us the Renewal Fee in accordance with this Agreement.
- 3.3 We may increase the Renewal Fee in respect of an Additional Term by giving you notice in writing at least sixty (60) days prior to the commencement of that Additional Term:
 - (a) by an amount which represents the proportionate increase (if any) in the Retail Prices Index maintained by the Government of the United Kingdom during the most recent period of twelve months (for which the index provides figures) prior to the date of the notice; and/or
 - (b) by an amount which reflects any New Versions you have installed; and/or
 - (c) by an amount considered by us to be reasonable if we determine that the existing Renewal Fee does not give us an appropriate return when compared to returns from other of our customers, but in no event will any such increase be greater than ten (10) percent of the previous Renewal Fee; and/or
 - (d) by an amount sufficient to pass on any increase in the price of the Data notified to us by the relevant Data Provider.
- 3.4 Unless otherwise agreed in writing, all fees payable under or in relation to this Agreement are exclusive of all taxes, duties and government charges. We may add any new or increased tax, duty or government charge but not our corporate or personal income taxes and will give you as much notice as possible of the addition to our fees. The increased fee is payable within thirty (30) days of the date of invoice.
- 3.5 You must pay all relevant fees to us (including any tax or duty component) within thirty (30) days of the date of our invoice to you for the relevant fee. If you fail to pay the relevant fee by the due date, we reserve the right to charge interest on any unpaid fee at three (3) percent above the Minimum Lending Rate from time to time of the Bank of England.

4 Ownership

This Agreement does not pass to you any intellectual property or other ownership rights in the Licensed Products.

5 Delivery and risk

5.1 On or before the Effective Date we will deliver to you the agreed number of Licensed Products on the agreed media. Any Data Updates, New Releases and New Versions delivered to you will also be delivered on the agreed media.

5.2 Risk in the media passes to you on delivery.

6 Installation

You are responsible for installing the Licensed Programs and Data on your equipment. We will assist you with installation in accordance with **clause 12** - Technical Support. You must install the Licensed Programs and Data in accordance with the Documentation.

7 Restrictions on use

7.1 You agree to:

- (a) use the Licensed Products strictly in accordance with the terms and conditions of this Agreement and in accordance with the Documentation and any reasonable procedures, instructions and guidelines issued by us;
- (b) use the Licensed Products solely in conjunction with the operating system and applications (if any) and solely on the equipment and at the location (if any) specified in the Order Confirmation;
- (c) use the Licensed Products only for your own internal business purposes and solely for the purpose of obtaining and managing addresses, postcodes and other elements of the Data. Where your internal business purpose extends to the use of the Licensed Products in a bureau arrangement, you must observe any restrictions (including any absolute bar) on the use of Data in Service Bureau arrangements set out in any Data Provider Licence or on Our Website;
- (d) ensure that you do not exceed your Authorised Use and that, subject to **clause 7.2(e)**, all persons who operate or access the Licensed Programs and Data are your employees (including temporary employees or individual independent contractors acting on your behalf) only, and are made aware of and abide by all relevant terms and conditions of this Agreement. You must have a reasonable mechanism in place to ensure that your access to the Licensed Programs and Data does not exceed the Authorised Use. You will be responsible for the acts of all persons in relation to the access or use of your copy of the Licensed Programs and Data;
- (e) keep the Licensed Products confidential and secure and to back up your data in accordance with reasonable industry practice;
- (f) only install and use the Licensed Products in, and access the Licensed Products from, those countries notified to you in the Order Confirmation or Special Terms;
- (g) comply with all relevant laws and regulations including the Data Protection Act 1998, in your use of the Licensed Products. We are not liable or responsible for your breach of these laws or regulations even if it occurs as a result of your use of the Licensed Products;
- (h) only use or install the Licensed Products on the internet, an extranet or upon any other similar type of electronic communications network only in accordance with any terms and conditions relating to such use that are specified in an Order Confirmation.

- (i) take all reasonable steps to prevent the occurrence of any of the events in **clause 7.2** and notify us immediately if you become aware of the happening of any of those events.

7.2 You agree not to:

- (a) without our prior written consent or save as permitted by law, copy, reproduce, translate or do any act which infringes the copyright in the Licensed Products;
- (b) create a derivative work from the Licensed Products by any means;
- (c) decompile, disassemble or reverse engineer the Licensed Programs or Data save as permitted by law;
- (d) give, lease, licence, rent, assign, transfer, disclose or otherwise make available the Licensed Products (in any form) to any other person without our prior written consent;
- (e) permit any other person or company (including your related or associated companies) to use the Licensed Products without our prior written consent; If you wish to outsource your information technology requirements and this involves a third party taking over the management of the Licensed Programs or Data, we will discuss with you the options to enable this to occur but at no time will the third party be permitted to use the Licensed Programs or Data other than for your own internal business requirements;
- (f) use the Licensed Products for the business purposes of any other person (either conventionally or on the internet, an intranet or an extranet);
- (g) do anything which adversely affects or damages our interests or the interests of our related or associated companies or of any of the Data Providers, including ownership interests in the Licensed Products. In particular, you will not do anything which will place us in breach of the Data Protection Act 1998 or which is contrary to the terms of our registration under that Act;
- (h) use those of the Licensed Programs which are interactive, either:
 - (i) as a batch tool; or
 - (ii) to build lists;
- (i) remove or alter any existing copyright, trade mark or proprietary notice on or attached to the Licensed Products, and you must ensure that all copyright, trade mark and/or proprietary notices contained in on or attached to the Licensed Products are reproduced on any copies or materials derived from any of the Licensed Products which you may receive.

8 Back up or archival copies

You may retain the copy of the Licensed Programs and Data provided to you solely for the purpose of back up and restoration.

9 Additional use

If you would like to increase your Authorised Use of the Licensed Programs and Data, you must first notify us, identifying the additional use required. We will respond by advising you of the applicable licence fee. Upon receiving confirmation that these fees are acceptable to you, we will send you an Order Confirmation and invoice you for the addition to your Authorised Use. Upon receipt by us of payment, this Agreement will be deemed to be amended to reflect the addition to your Authorised Use and revised fees. Fees charged pursuant to this clause will reflect your existing usage of the Licensed Products and will be dependent upon you renewing all those Users, Clicks or Servers (as applicable) for which you were previously licensed.

10 Transfer

If you wish to use the Licensed Programs and Data on equipment, at a location or in conjunction with applications or an operating system different from those specified in the Order Confirmation, you must first notify us, identifying the alternate equipment, location, application or operating system. We will respond by advising you of whether such different use is possible and, if so, the fees and other conditions associated with such different use including by way of conditions located on Our Website. Upon receiving confirmation that these fees and conditions are acceptable to you, we will send you an Order Confirmation and invoice you for the applicable fees. Upon receipt by us of payment, this Agreement will be deemed to be amended to reflect such different use and other conditions (if any).

11 Data Updates, New Releases and New Versions

11.1 We warrant that we will issue you with Data Updates as soon as possible after receiving them from the relevant Data Provider. If any particular Data Provider alters the interval for delivery of Data Updates, we will offer a matching alteration to the provision by us to you of the relevant Data Update.

You will be charged a reasonable additional fee to the Initial Licence Fee or Renewal Fee where:

- (a) you have opted to receive Data Updates electronically (“EDU”); or
- (b) you receive the relevant Data Update at a more frequent provision than available as standard;

provided that you are not obliged to either:

- (a) accept EDU, save where we are unable to provide you with Data Updates on any other media; or
- (b) accept a more frequent provision of Data Updates than that prevailing at the Commencement Date.

11.2 We will issue you with New Releases from time to time in accordance with our policy on New Releases as may exist from time to time. Any such New Releases will form part of the Licensed Programs for the purposes of this Agreement and are subject to the terms and conditions of this Agreement as if they formed part of the original Licensed Programs.

11.3 You must install Data Updates and New Releases issued to you within one calendar month of receipt.

11.4 New Versions are not included in the Initial Licence Fee or Renewal Fee. We will advise you of the availability of New Versions from time to time and of the fees and any other conditions in respect of such New Versions. You are not obliged to take New Versions, however we reserve the right to discontinue the provision of Data Updates to you by at least twelve (12) months notice in writing if the following conditions are met:

- (i) either your version of the Licensed Programs has been superseded by more than two New Versions, or the media upon which your Data Updates is supplied is obsolete and you are unable to accept an alternative media; and
- (ii) a technically feasible upgrade path to our most recent New Version is available from us.

11.5 Unless otherwise agreed, this Agreement applies to New Versions which will be subject to the terms and conditions of this Agreement as if they were the original Licensed Programs.

12 Technical support

- 12.1 We will provide you with support services relating to the Licensed Products in accordance with our Support Services Policy as we may amend from time to time by giving you at least twelve (12) months written notice. You acknowledge that the provision of support services is conditional upon you complying with your responsibilities as set out in our Support Services Policy. Where you have obtained the Licensed Products through a QAS Business Partner, the QAS Business Partner will provide you with support services in the first instance unless we agree otherwise.
- 12.2 Charges for any services not included within this Agreement will be invoiced to you, payable within thirty (30) days of the date of invoice. These charges will be at our rates as may exist from time to time and which we will notify to you prior to the provision of the services.
- 12.3 We are not obliged to provide you with support services relating to versions of the Licensed Products which meet the conditions specified in **clauses 11.4(i)** and **11.4(ii)**.

13 Warranties

- 13.1 Subject to the terms and conditions of this Agreement, we warrant that:
- (a) the Licensed Programs will conform to the description specified in the Documentation provided that the Licensed Programs are properly used in accordance with the Documentation and on the appropriate operating system and provided also that you are in compliance with your responsibilities as set out in our Support Services Policy. Where the Licensed Programs do not so conform and you can identify to us the failure to conform we will replace the Licensed Programs with the Licensed Programs that do so conform. The replacement of the Licensed Programs with Licensed Programs which conform to the description specified in the Documentation will be our sole liability relating to a failure of the Licensed Programs to conform to the description specified in the Documentation notwithstanding any other provision of this Agreement;
 - (b) we have the right to licence the Licensed Products to you in accordance with this Agreement;
 - (c) the Licensed Programs do not infringe the copyright or breach the trade secrets of any person;
 - (d) any services we provide to you under this Agreement will be performed with reasonable skill and care;
- 13.2 Except as this Agreement expressly provides otherwise, we give no condition, warranty, undertaking or representation in relation to the condition, accuracy, suitability, quality of or title to the Licensed Products (or, in particular, in relation to the Data and any reports or items generated or produced by or with the aid of it), and all implied conditions and warranties are excluded to the fullest extent permitted by law.
- 13.3 We give no condition, warranty or undertaking as to the benefits which may accrue, including profitability, revenue or pricing benefits, from your use of the Licensed Products.
- 13.4 Our warranties in this Agreement are conditional upon:
- (a) you complying with your obligations under this Agreement;
 - (b) no alterations being made to the Licensed Products by any person other than us; and
 - (c) no incorrect use, abuse or corruption of the Licensed Products by you.
- 13.5 You warrant that you are authorised to enter into this Agreement and also that you have the consent of all relevant third persons for us to use and process your data and information for the purposes of this Agreement.

14 Liability

- 14.1 You acknowledge that in entering into this Agreement you have not relied in any way on our representations, descriptions, illustrations, specifications, skill or judgment except as expressly specified in this Agreement and that you have satisfied yourself as to the condition and suitability of the Licensed Products for your purposes. You acknowledge that the Licensed Products have not been developed to meet your particular requirements.
- 14.2 (a) Except as expressly set out in this Agreement we have no liabilities to you whatsoever.
- (b) We accept unlimited liability for our negligent acts or omissions resulting in personal injury or death.
- (c) We accept liability for our negligent acts or omissions resulting in damage to your tangible property subject to a limit of UK£250,000.
- (d) We accept liability for:
- (i) breach of our contractual obligations under this Agreement; and
 - (ii) our negligent acts or omissions (other than those specified in clauses **14.2(b)** and **14.2(c)** above)
- subject to a maximum aggregate liability of the value of the Initial Licence Fee which you pay us under this Agreement. If a number of events results in or contributes to substantially the same loss or damage, then they shall be treated as giving rise to only one claim.
- (e) Save for any liability under clause **14.4**, we exclude liability for all of the following
- (i) third-party claims against you for damages;
 - (ii) loss of or damage to, your records or data;
 - (iii) indirect or consequential loss; or
 - (iv) loss of profits, business, revenue, goodwill or anticipated savings.
- (f) Prior to making any claim against us for breach of this Agreement, negligence or any other action, you must give us a reasonable opportunity to remedy the defect or breach the subject of the claim. We will not be liable for any such defect or breach which we have remedied within a reasonable time.
- 14.3 You will indemnify us and keep us indemnified against all and any demands, claims, actions and proceedings whatsoever and howsoever arising made by any third person in connection with or arising out of:
- (a) your use of the Licensed Programs in combination with other programs, or items or any modification you make to the Licensed Programs, constituting an infringement of that person's intellectual property rights;
 - (b) any alleged mis-use by you of the Data;
 - (c) any breach by you of a Data Provider Licence, which for the avoidance of doubt includes payment or non-payment of fees in accordance with a Data Provider Licence (whether agreed between the parties or otherwise); and
 - (d) your continued use of the Licensed Programs in circumstances where you have been requested by us not to use the Licensed Programs due to an intellectual property infringement claim against us and you have been provided with a suitable alternative under **clause 14.4(e)**.

- 14.4 We will indemnify you and keep you indemnified against all and any demands, claims, actions and proceedings (“Claims”) whatsoever and howsoever arising made by any third person in connection with a breach by us of the warranty in **clause 13.1(c)** provided that:
- (a) you must advise us in writing immediately you become aware of any Claims against you that such use infringes the third party’s intellectual property rights;
 - (b) you give us immediate and complete control of such Claims;
 - (c) you give us all reasonable assistance in relation to such Claims;
 - (d) the Claims do not arise as a result of your use of the Licensed Programs or Documentation in conjunction with other programs or items we have not approved; and
 - (e) you allow us to replace or modify the Licensed Programs and Documentation so as to remove such infringement where possible provided that the replacement or modification offers equivalent functionality.

The above indemnity states our entire liability in respect of the infringement of the intellectual property rights of any third party. This indemnity will not apply to the Data.

15 Termination

- 15.1 We may immediately terminate this Agreement (or part of it in respect of a particular Licensed Product) by notice in writing to you if:
- (a) you breach any material term or condition of this Agreement which is capable of remedy and fail to remedy that breach within thirty (30) days of being notified of the breach in writing;
 - (b) you breach any material term or condition of this Agreement which is incapable of remedy;
 - (c) you fail to pay any fee payable under this Agreement within thirty (30) days of the due date;
 - (d) our right to distribute any of the Data is terminated for any reason or expires;
 - (e) we decide, for any reason, not to continue distributing any of the Data and give you at least twelve (12) months notice in writing of such discontinuance; or
 - (f) you become bankrupt or subject to any form of insolvency administration including, if you are a company, the appointment of a receiver, liquidator or agent in possession or the passing of a resolution for winding up (otherwise than for the purpose of amalgamation or reconstruction).
- 15.2 You may terminate this Agreement (or part of it in relation to a particular Licensed Product) by notice in writing to us if:
- (a) we breach any material term or condition of this Agreement which is capable of remedy and fail to remedy that breach within thirty (30) days of being notified of the breach in writing;
 - (b) we breach any material term or condition of this Agreement which is incapable of remedy;
 - (c) we become bankrupt or subject to any form of insolvency administration, including the appointment of a receiver, liquidator or agent in possession or the passing of a resolution for winding up (otherwise than for the purpose of amalgamation or reconstruction); or
 - (d) you give us written notice of termination at least thirty (30) days prior to the next Renewal Date, in which case such termination will be effective on the next Renewal Date.

- 15.3 If this Agreement (or part of it in relation to a particular Licensed Product) is terminated, you must immediately stop using the relevant Licensed Products, permanently erase the Licensed Programs, Data and, all related files from your computer and, at your cost, immediately return all copies of the Licensed Products to us and certify to us that you have complied fully with this clause **15.3**. If only part of this Agreement is terminated, this clause applies to the Licensed Products relevant to such termination.
- 15.4 If this Agreement (or part of it) is terminated by us because our right to distribute the Data is terminated or expires or because we decide, for any reason, not to continue distributing the Data, we will refund to you the proportionate amount of the relevant Licence Fees you have paid to us to use the relevant Data referable to the balance of the relevant period.
- 15.5 Termination of this Agreement (or part thereof) is without prejudice to any rights which may have accrued prior to termination.

16 Performance

We may perform our obligations under this Agreement through third parties who will perform those obligations on our behalf. We remain liable to you in respect of those obligations at all times.

17 Audit

You agree, upon reasonable notice from us, to permit us to enter any of your premises and to allow and assist us to access any of your equipment at any time during your normal business hours (and irrespective of whether we have terminated this Agreement or not), in order to verify that your use and/or possession of the Licensed Products is in accordance with this Agreement. We agree to keep confidential any confidential information obtained by us in the course of such an inspection, save for the purpose of legal proceedings or obtaining legal advice.

18 Data Provider terms and conditions

- 18.1 You agree to comply with the terms and conditions of any Data Provider Licence. Data Provider Licences are the specific terms and conditions of a Data Provider relating to the use of that Data Provider's Data. Data Provider Licences will form part of this Agreement and you acknowledge that we are entitled to enforce any Data Provider Licence directly against you.
- 18.2 You acknowledge that Data Provider Licences are subject to change from time to time by Data Providers and that the terms upon which we provide Data which is not the subject of an express Data Provider Licence may also be changed by Data Providers. We will give you as much notice as we can of any such changes. If you find such changes unacceptable, you may terminate the relevant Data Provider Licence. If such termination occurs prior to a Renewal Date we will refund to you the proportionate amount of the relevant licence fees you have paid to use the relevant Data referable to the balance of the relevant period.

19 Terms on Our Website

Under this Agreement, additional or varied terms and conditions to those of this document may apply to your use of the Licensed Products in certain circumstances, for example:

- (a) Use as part of a Service Bureau; and
- (b) Terms and conditions in Data Provider Licences.

These additional or varied terms will be located on Our Website. We may amend these terms from time to time. You agree that placement on Our Website is sufficient notice of these terms and conditions to you and that you will be bound by them.

20 Special terms

You agree to comply with any Special Terms. Special Terms are any terms and conditions additional to the terms set out in this document and specified in the Order Confirmation. The Special Terms (if any) will form part of this Agreement.

21 Conflicting terms

In the event of conflicts arising between the terms of this Agreement and any other terms and conditions mentioned in this Agreement or any Data Provider Licence, the following ascending order of priority (with (1) having the highest priority and (4) having the least) will prevail:

- (1) Data Provider Licence;
- (2) Special Terms and conditions;
- (3) Terms and conditions located on Our Website; and
- (4) The main body of this Agreement.

22 Geographic scope

Use by you of the Licensed Products outside any countries referred to in the Order Confirmation (including in any Special Terms) could breach the terms of applicable Data Provider Licences and you would not be entitled to technical support services in non-agreed countries.

23 QAS Business Partners

We have agreements with QAS Business Partners. When you order Licensed Products marketed to you by a QAS Business Partner, we confirm that we are responsible for providing the Licensed Products to you as required by this Agreement. The QAS Business Partner is responsible for providing support services to you in the first instance unless we agree otherwise. The Support Services Policy specifies the support services that QAS offers to QAS Business Partners. You acknowledge that the terms of this Agreement apply to the Licensed Products so ordered by you. We are not responsible for:

- (a) the actions, statements or representations of QAS Business Partners;
- (b) any additional obligations they have to you;
- (c) any products or services which they supply to you under their arrangements with you.

24 Force Majeure

- 24.1 Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure (being any of the following: act of government or state, civil commotion, epidemic, fire, flood, industrial action or organised protests by third parties, natural disaster, war, and any event beyond the reasonable control of the party claiming to be excused from performance of its obligations).
- 24.2 If Force Majeure occurs, the delaying party shall be entitled to an extension of time for so long as the Force Majeure persists on condition that:
- (a) it promptly notifies the other party ("unaffected party") of the occurrence of the Force Majeure; and
 - (b) it discusses with the unaffected party possible action to be taken to overcome the effect of the Force Majeure; and
 - (c) it uses all reasonable endeavours to overcome the Force Majeure.

24.3 If the Force Majeure persists for a period of 28 days or more, the unaffected party may give notice to the other to terminate this Agreement with effect from a date specified in the notice without penalty or other liability (except for any liability to pay any outstanding Initial Licence Fee or Renewal Fee).

25 Assignment

You may not assign, novate, transfer, encumber, mortgage or licence all or any part of this Agreement or any of your rights, benefits or obligations under it in any way without our prior written consent which consent will not be unreasonably withheld. We may assign or novate any of our rights, benefits or obligations under this Agreement to any other person. We will give you written notice of any such assignment or novation.

26 Waiver

Failure or neglect by either party to enforce at any time any of the provisions of this Agreement is not to be construed or deemed to be a waiver of that party's rights under this Agreement.

27 Governing law and jurisdiction

27.1 This Agreement is governed by and to be construed in accordance with the laws of England. Any disputes concerning this agreement are to be resolved by the courts or other tribunals or processes of England.

27.2 Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

28 Data protection

You agree that we may use or process Customer Data for the purposes of this Agreement and/or for our business purposes generally. Such use or processing may include transferring Customer Data to other companies or branches within our group world-wide and/or its storage in a centralised database.

29 Confidentiality

29.1 Where any Confidential Information is provided under this Agreement, the recipient agrees that:

- (a) they will not divulge such Confidential Information to any third party without the prior written consent of the disclosing party;
- (b) they will only divulge the Confidential Information to those employees who are directly involved in the purposes for which it was provided; and
- (c) that they will ensure that such employees are aware of and comply with the terms of this clause.

29.2 The provisions of clause 29.1 will not apply to:

- (a) Information in the public domain otherwise than by breach of this Agreement;
- (b) Information obtained from a third party who is free to divulge that information; and
- (c) Information demonstrated to be already within the knowledge of the recipient at the time of disclosure

30 Survival of terms

Notwithstanding any other provision in this Agreement, the following clauses will expressly survive termination or expiry of this Agreement – **clauses 14** (Liability), **15** (Termination), **17** (Audit) and **18** (Data Provider terms and conditions).

31 Notices

Any notice to be given under this Agreement is to be delivered by ordinary post, hand delivery, or facsimile (such facsimile to be confirmed by letter posted within twelve (12) hours of the facsimile being sent) to the address of the other party as set out in the Order Confirmation (or such other address as may be notified). Such notice will be deemed to have been given or served upon the expiration of twenty-four (24) hours after posting by ordinary post, at the time of delivery if by hand delivery, and upon the expiration of twelve (12) hours if by facsimile. If a notice is received by a party after 5pm (that party's time) or on a day when that party is not ordinarily open for business, the notice will be deemed to have been given at 9am on the next day when that party is ordinarily open for business.

32 Third party rights

Save in respect of any rights reserved by our Data Providers under any Data Provider Licence, the parties agree that nothing in this Agreement shall be construed as creating a right which is enforceable by any person who is not a party to this Agreement or a permitted assignee of such a party.

33 Interpretation

- (a) This Agreement contains the entire understanding between the parties as to the licence of the Licensed Products. This Agreement supersedes any terms and conditions in any way related to the Licensed Products set forth in any purchase order or other document, including any purchase order you may subsequently provide to us. Such terms and conditions will be null and void.
- (b) Every provision of this Agreement is severable from the others and the severance of a provision will not affect any other provision.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body.
- (d) A reference to the singular includes the plural and vice versa. A reference to one gender includes a reference to the other genders.
- (e) A reference to any Act or regulation including a reference to that Act or regulation as amended, updated or consolidated from time to time and any replacement or substituted Act or regulation.

34 Definitions

"Additional Term" means a twelve (12) month period.

"Agreement" means the terms and conditions of this document, the Order Confirmation, any Data Provider Licence and any document incorporated by specific reference including any terms and conditions located on Our Website.

"Authorised Use" means the number of Users, Clicks or Servers (as applicable) within your organisation which are authorised to use the Licensed Products, such number to be specified in the Order Confirmation.

"Click" means the display of a record or part of a record in response to the entry of a query to the Licensed Products.

"Confidential Information" means any and all information relating to the affairs and/or business of either you or us and/or our respective customers, suppliers, clients or group companies in or on any medium or format, including trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, employee lists, customer lists, prospective customer lists, market opportunities and transactions.

“Customer Data” means any data or information provided by you in connection with this Agreement, including personal data such as an individual’s contact details.

“Data” means the information or data provided as part of or in conjunction with the Licensed Programs, which information or data is ordered by you as specified in the Order Confirmation. The information or data includes any Data Updates.

“Data Provider” means the owner of the Data or the person who has the right to licence or provide the Data for use by third parties.

“Data Provider Licence” means the specific terms and conditions of a Data Provider relating to the use of that Data Provider’s Data, as set out on Our Website.

“Data Update” means an update to the Data supplied to you under this Agreement and included in the Initial Licence Fee and Renewal Fee.

“Documentation” means the user guide, operational manual and any other materials relating to the use or operation of the Licensed Programs as provided to you.

“Effective Date” means the date of commencement of your right to use the Licensed Products, as specified in the Order Confirmation.

“Initial Licence Fee” means the fee specified as such in the Order Confirmation.

“Initial Licence Period” means the period specified as such in the Order Confirmation and commencing on the Effective Date.

“Licensed Products” means the Licensed Programs, the Documentation and the Data.

“Licensed Programs” means the object or executable code of the “QAS” computer programs ordered by you and as specified in the Order Confirmation, including any New Release.

“New Release” means any maintenance release relating to the Licensed Programs including error fixes, minor upgrades and patches (but not including New Versions), which we make available to you under this Agreement or otherwise and which are included in the Initial Licence Fee and Renewal Fee.

“New Version” means a new version (as determined by us) of the Licensed Products (or part thereof) which we make available to you under this Agreement or otherwise but which is not included in the Initial Licence Fee or Renewal Fee.

“Order Confirmation” means the completed form entitled “Software Order Confirmation”.

“Our Website” means www.qas.com/legal or such other URL as notified to you.

“QAS Business Partner” means an organisation authorised by us to market certain of the Licensed Products.

“Renewal Date” means the date of expiry of the Initial Licence Period or of any subsequent Additional Term.

“Renewal Fee” means the fee specified as such in the Order Confirmation (as increased from time to time in accordance with this Agreement).

“Server” means a server version of the Licensed Programs.

“Service Bureau” means a business which processes data for or on behalf of third parties, including through the use of the internet or other electronic based services.

“Special Terms” means any terms or conditions specified as such in the Order Confirmation.

“Support Services Policy” means our support services policy located on Our Website, which sets out the terms and conditions on which we will provide technical support services to you.

“User” means a personal computer, workstation, terminal or peripheral device within your organisation which can access either directly or indirectly any of the Licensed Programs or any part of the Data.

“we” or **“us”** or **“our”** means the QAS company specified in the Order Confirmation.

“you” or **“your”** means the name of the customer specified in the Order Confirmation.

QAS Technical Support

QAS Worldwide Support Service Policy

Document Preliminaries

Table of Contents

1. Purpose.....	22
2. Technical support structure	22
3. Our obligation to provide technical support	22
4. Technical Support Calls	23
5. Error Correction Calls	23
6. Your responsibilities.....	25
7. Appendix I - Support Call Log Form	26
8. Appendix II - Support Locations and Hours of Business.....	27

Change History

<u>Date</u>	<u>Edition</u>
June 2001	2.0
March 2004	3.0
July 2005	4.0
January 2007	5.0

This Policy will be reviewed from time to time.

Copyright

© 2007 QAS Ltd. All rights reserved.

1. Purpose

This Worldwide Support Service Policy ("Policy") should be read in conjunction with the QAS Licence Terms and Conditions ("The QAS Licence Terms") entered into between QAS and your organisation. This Policy is the Support Service Policy referred to in the QAS Licence Terms. Its purpose is to describe our duties and responsibilities in providing you with technical support for the Licensed Products ("Technical Support"). It also lays out your duties and responsibilities. Certain of the terms used in this Policy are defined in the QAS Licence Terms.

This Policy does not apply to the support and maintenance of any bespoke work undertaken by us on your behalf ("Integrated Product").

2. Technical Support structure

Technical Support is generally provided by the Technical Support Department within the Country of Operation (ie the country in which the relevant system is located upon which the Licensed Products are installed).

In circumstances where the Technical Support Department within the Country of Operation is unable to deal with the support call (or where there is no Technical Support Department in your Country of Operation), we will, where possible, utilise our global operations to ensure that the support call is forwarded for resolution to the most appropriate technical support team either within or outside the Country of Operation.

In some cases, especially where the Licensed Products are initially purchased by you, in whole or in part, through third party channels ("QAS Business Partners"), Technical Support is provided by the QAS Business Partner. In such cases, your terms for Technical Support are those agreed between you and the QAS Business Partner.

3. Our obligation to provide Technical Support

Under the terms of this Policy and the QAS Licence Terms:

We will provide Technical Support as specified in this Policy in response to your reasonable request (in accordance with the criteria below) during the hours of business specified against the Country of Operation in Appendix II. If you require Technical Support outside those normal hours of business, we are prepared to discuss with you charges and other terms for the provision of this additional Technical Support.

- Your request for Technical Support will be treated as reasonable if:
 - the request is for operational advice by telephone, fax, e-mail, remote access (eg Webex) or the support website for the purpose of resolving your difficulties and queries in using the Licensed Products or relating to a fault which you believe is attributable to the Licensed Products originally supplied by us; and
 - the version of the Licensed Products for which you are requesting support shall not, at the time of your request, have been superseded by more than two New Versions which have been made available to you; and
 - the request conforms with the operating procedures and requirements set out in this Policy as updated from time to time; and
 - no Initial Licence Fees or Renewal Fees payable by you shall be overdue and unpaid at the time of the request.

We do not provide Technical Support for the following:

- The systems (software or hardware) on which the Licensed Products are running.
- Any other software, hardware or data interacting with the Licensed Products.
- Any modifications made to the Licensed Products, other than those made by us.

4. Technical Support Calls

4.1 Description

A Technical Support Call is a request logged by you with our technical support department for operational advice for the purpose of resolving your difficulties and queries in using the Licensed Products.

4.2 Procedure

Where possible, all Technical Support Calls are taken through to resolution at the time they are placed. In circumstances where all technical support analysts are busy, Technical Support Calls will be placed in a queue and dealt with by the first available analyst.

Technical Support Call details are entered by us into a HelpDesk system that automatically generates a log number. You should ask for and note the log number for future reference.

4.3 Call Resolution

We will endeavour to resolve Technical Support Calls within 1 working day.

5. Error Correction Calls

5.1 Description

An Error Correction Call is a Call logged by you with our Technical Support Department relating to a fault which you believe is attributable to the Licensed Products originally supplied by us. Support for the purpose of Error Correction can only be provided if you have a support and maintenance agreement with the manufacturer(s) of the hardware and operating system that the Licensed Product is installed onto, and for any software applications that the Licensed Product interacts with.

5.2 Procedure

Error Correction Call details are entered by us into a HelpDesk system that automatically generates a log number. You should ask for and note the log number for future reference. At the same time, we shall prioritise the Error Correction Call with you as explained below.

5.3 Call prioritisation

When logging an Error Correction Call, you must ensure that the Call is prioritised and that the priority is agreed with us at the time of placing the Error Correction Call. Call priorities have the following definitions:

Priority	Priority Description
Priority 1	A problem with the Licensed Product has caused your system to be unavailable to all users and the inability to use that system critically impacts your operations.
Priority 2	A problem with the Licensed Product has caused the Licensed Product to be unavailable to all users or a problem with the Licensed Product has caused a business critical component of your system to be unavailable to all users and the inability to use the Licensed Product or that component critically impacts your operations.
Priority 3	A problem with the Licensed Product has resulted in one particular individual being unable to carry out his or her operations.

5.4 Call resolution

If the Error Correction Call is capable of resolution by telephone, e-mail, fax or remote access (eg Webex), then the solution will be provided as follows:

Priority	Resolution
Priority 1	Within 4 working hours
Priority 2	Within 2 working days
Priority 3	Within 7 working days

If we determine that the Error Correction Call is not capable of resolution as above, we will agree with you a course of action to ensure that the Error Correction Call is resolved as quickly as possible. Possible courses of action include upgrading to a later release or version of the Licensed Product, installing the latest version of applicable data, work arounds or replacement software or media.

5.5 Site visit criteria

Where QAS has a technical support department in your Country of Operation, we will make a site visit within two working days of you requesting one, at no additional charge, if the following criteria are satisfied:

- you notify us that there is a fault with one of the Licensed Products; and
- such fault can reasonably be attributed to such Licensed Products originally supplied by us; and
- telephone, email and remote access support has failed or is unlikely to rectify the fault so notified; and
- it is likely that the fault can be rectified by a site visit.

Where we make a site visit which does not satisfy such criteria or where your acts or omissions have caused any such failure or where such failure is due to third party software, hardware or data not being part of the Licensed Products, we shall have the right to levy a reasonable charge for the site visit, in accordance with our then current daily rates.

5.6 Escalation

When resolution of the Error Correction Call exceeds or is likely to exceed the time scales identified in this section, the Error Correction Call is escalated by us to the appropriate level within QAS. At each stage of the escalation process, you will be kept advised as to progress. Should you wish to escalate an Error Correction Call yourself, you may do so at any time by contacting the Support Services Manager.

6. Your responsibilities

These responsibilities have been listed to help both you and ourselves to progress calls as effectively as possible. You should ensure that:

- The Licensed Product has been installed and configured following the guidelines provided in the relevant Licensed Product documentation.
- Users are properly trained in the use of the Licensed Product and associated user applications (eg database) together with the operating system being used.
- A nominated user has been appointed to act as the contact for all communications relating to support between your organisation and us.
- You are safely backing up, and are capable of restoring, configuration files, source code, executables and other variable data. Backups should be made prior to undertaking any changes to the system.
- For Integrated Product, you should ensure that source code, development documentation and trained staff are available to you so that you can implement any changes that may be required. Where an accreditation process is available, you should ensure that your integration meets the accreditation criteria.
- For Integrated Product, you should ensure that the Licensed Product has been integrated in such a way that its failure does not cause the application it has been integrated into to become inoperative.
- The latest version of all licensed data supplied by us has been installed and is operational.
- The version of the Licensed Product which you are using is not more than two versions old.
- Available New Releases for the Licensed Products have been implemented by you.
- New Versions and New Releases of the Licensed Products are tested to your satisfaction in a suitable test environment prior to being implemented in your 'live' or 'production' environment.
- All reasonable instructions provided by us are implemented.
- Appropriate equipment (such as modem, internet access, communication software and e-mail account) is available for remote access where this facility is requested by us.
- We have been provided with reasonable notice of any changes to your systems that may affect the provision of these services.

At the time of placing calls, you should ensure that:

- Details identified on the support call log form attached as Appendix I are available.
- The Licensed Product installation media are available.
- All required access rights and passwords are available and the location of the data and program files is known to the user placing the Technical Support or Error Correction Call.

7. Appendix I - Support Call Log Form

QAS SUPPORT CALL LOG FORM					v1.1
Call Log Number				<i>Please request this from the Support Analyst.</i>	
Date of Call		Time of Call		Call Priority	

Your Company and Contact Details

Company Name			Account Ref		
Your Name					
Telephone Number			Fax Number		
Email Address					

QAS Software Details (Use Help About or your system information screen)

QAS Software					
Version					
Installation and latest Data Media Available?			PAF Version		
Is Product Integrated?			Integrator		
Application integrated into					

Workstation Details (from your IT department)

Hardware Platform			Operating System		
Additional Information					

Network/Server Details (from your IT department)

Hardware Platform			Operating System		
Additional Information					

Underlying Application¹ Details (from your IT department)

--	--	--	--	--	--

Support Call Details

¹ The Underlying Application is the software application the Licensed Product communicates with to exchange QAS data (eg addresses)

8. Appendix II - Support Locations and Hours of Business

All times are local unless otherwise stated. Telephone, fax and email contact details may be found in the manuals or other delivery documentation accompanying the Licensed Products or as advised to you from time to time.

Country of Operation	Support Locations and Hours of Business
Australia and Singapore	<p>Between 08:30 and 18:00 Monday to Friday except public holidays in the State in which the relevant QAS office is located (including the afternoons of the working days preceding Christmas Day and New Years Day).</p> <p>Technical Support is provided from our offices in Sydney, New South Wales and Melbourne, Victoria.</p>
United Kingdom, France and the Netherlands	<p>Between 08:30 and 18:00 Monday to Friday except public holidays in England and Wales, and the afternoons of the working days preceding Christmas Day and New Years Day.</p> <p>Technical Support is provided from our offices in London.</p>
USA and Canada	<p>Technical Support is provided from our offices in Boston, Massachusetts, between 08:30 and 18:00 (Eastern Time) Monday to Friday except State of Massachusetts public holidays.</p> <p>Technical Support is provided from our offices in San Francisco, California, between 08:30 and 18:00 (Pacific Time) Monday to Friday except State of California public holidays.</p>
All Others	<p>Technical Support is provided, in English, from our offices in London during the United Kingdom hours of business.</p>

Global Headquarters

Experian QAS
George West House
2-3 Clapham Common North Side
London
SW4 0QL
T +44 (0)20 7498 7777
F +44 (0)20 7498 0303
E info@qas.com



Europe

Edinburgh Office

Experian QAS
Orchard Brae House
30 Queensferry Road
Edinburgh
EH4 2HS
T +44 (0)131 311 4600
F +44 (0)131 311 4601
E info@qas.com

Manchester Office

Experian QAS
Suite 2.3
8 Exchange Quay
Salford Manchester
M5 3EJ
T +44 (0)161 877 3345
F +44 (0)161 877 3773
E info@qas.com

Amsterdam Office

Experian QAS
Gustav Mahlerplein 60
1082 MA
Amsterdam
T +31 (0)20 504 00 40
F +31 (0)20 504 00 44
E info@qas.nl

Bordeaux Office

Experian QAS
Centre d'affaires de Bagatelle
11 Rue Gutenberg
33700 Merignac
T +33 (0) 5 57 29 02 19
F +33 (0) 1 70 39 43 21
E info@qas.fr

Paris Office

Experian QAS
38 Avenue des Champs Elysees
75008 Paris
T +33 (0) 1 70 39 43 20
F +33 (0) 1 70 39 43 21
E info@qas.fr

Lyon Office

Experian QAS
Immeuble Le Bonnel
20 Rue de la Villette
69328 Lyon Cedex 03
T +33 (0) 4 26 68 50 77
F +33 (0) 1 70 39 43 21
E info@qas.fr

Asia Pacific

Singapore Office

Experian QAS
5 Shenton Way
#14-08 UIC Building
Singapore
068808
T +65 6248 4771
F +65 6248 4531
E sg.info@qas.com

Perth Office

Experian QAS
Central Park
L 18 152-158 St Georges Tce
Perth
WA 6000
T +61 (0) 8 9288 4524
F +61 (0) 8 9288 4400
E au.info@qas.com

Sydney Office

Experian QAS
L 23 111 Pacific Highway
North Sydney
NSW 2060
T +61 (0) 2 9922 4422
F +61 (0) 2 9922 3522
E au.info@qas.com

Melbourne Office

Experian QAS
L 11 580 St Kilda Rd
Melbourne
VIC 3004
T +61 (0) 3 9600 3434
F +61 (0) 3 9600 4676
E au.info@qas.com

Auckland Office

Experian QAS
Level 20 ASB Bank Centre
135 Albert Street
Auckland 1010
T +64 (9) 358 7330
F +64 (9) 358 7340
E nz.info@qas.com

North America

Chicago Office

Experian QAS
515 N State St
Ste 2340
Chicago
IL 60610-4322
T +1 (312) 777-6000
F +1 (312) 777-6006
E us.info@qas.com

San Francisco Office

Experian QAS
221 Main St
Ste 1310
San Francisco
CA 94105-1931
T +1 (415) 293-8700
F +1 (415) 293-8787
E us.info@qas.com

New York Office

Experian QAS
10 Exchange Pl Fl 14
Jersey City
NJ 07302-3928
T +1 (201) 748-8010
F +1 (201) 748-8110
E us.info@qas.com

Washington DC Office

Experian QAS
2350 Corporate Park Drive
Suite 400
Herndon VA 20171-4851
T +1 (571) 434 4340
F +1 (703) 889 1372
E us.info@qas.com

Boston Office

Experian QAS
125 Summer St Ste 1910
Boston
MA 02110-1615
T +1 (888) 322-6201
F +1 (888) 882-7082
E us.info@qas.com

© 2008 QAS Limited.

QAS Limited. Registered in England.
No. 2582055. Talbot House, Talbot Street,
Nottingham NG8 1TH.

The words 'Experian' and 'QAS' are
registered trade marks in the EU and other
countries and are owned by Experian
Limited and/or its associated companies.

All rights reserved.