

QAS LIMITED: AGREEMENT FOR PURCHASE FOR SERVICES

This Agreement is made between: -

	Experian QAS	Supplier
Full company name	QAS Limited	
Registered Office <i>(or, if applicable, principal place of business)</i>	Landmark House Experian Way NG2 Business Park Nottingham NG80 1ZZ	
Company number, if applicable	02582055	

This Agreement shall comprise the following:

- (i) this signature sheet;
- (ii) any Purchase Orders issued by Experian QAS pursuant to this Agreement; and
- (iii) The schedule entitled "Experian QAS Limited: Agreement for Purchase of Services Schedule" (the "Schedule"); and
- (iv) Experian QAS' Terms and Conditions of Purchase for Services 2009/1 (the "Terms and Conditions").

The Supplier acknowledges that it has read and understood the Terms and Conditions and agrees to be bound by them as varied by the Schedule attached.

	Experian QAS	Supplier
Signature of authorised signatory		
Name		
Position		
Date		

QAS LIMITED: TERMS AND CONDITIONS OF PURCHASE OF SERVICES 2009/1

1. APPLICATION OF THESE TERMS

- 1.1. The terms and conditions comprised in this Agreement are the only terms and conditions upon which Experian QAS is prepared to deal with the Supplier and they shall govern the Agreement to the entire exclusion of all other terms or conditions.
- 1.2. Each Purchase Order from Experian QAS to the Supplier shall be deemed an offer by Experian QAS to purchase the Services subject to the terms and conditions of this Agreement. No Purchase Order shall be accepted until the Supplier accepts the offer either expressly by giving notice of acceptance, or impliedly by fulfilling the Purchase Order (in whole or in part).
- 1.3. This Agreement shall be effective from the Commencement Date.

2. INTERPRETATION

- 2.1. In this Agreement:
 - 2.1.1. any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
 - 2.1.2. references to clauses and schedules are to the clauses of and the Schedule to this Agreement;
 - 2.1.3. references to any gender includes any other gender and the singular includes the plural and vice versa;
 - 2.1.4. the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
 - 2.1.5. words beginning with capital letters are intended to have the meaning given to them either in these Terms and Conditions or in the Schedule;
 - 2.1.6. where any matter is to be agreed, such agreement must be recorded in writing; and
 - 2.1.7. 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.
- 2.2. If there is any conflict or inconsistency between the various documents forming this Agreement, 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):
 - 2.2.1. the Schedule;
 - 2.2.2. these Terms and Conditions; and
 - 2.2.3. the Purchase Order.

3. MATERIALS

- 3.1. The Supplier shall, at its own expense, supply everything necessary for provision of the Services except as otherwise agreed in writing between the Supplier and Experian QAS.
- 3.2. All materials including any drawings, designs, patterns, samples, specifications and photographs (any of which may be in electronic form) made available by Experian QAS to the Supplier in connection with this Agreement shall be and remain the property of Experian QAS and the Supplier shall:
 - 3.2.1. keep those materials in good order and condition;
 - 3.2.2. use those materials only for the purposes of this Agreement; and
 - 3.2.3. return those materials upon Experian QAS' request at any time or, if no request is made, upon completion of this Agreement.

4. PERFORMANCE

- 4.1. The Supplier shall:
 - 4.1.1. provide the Services and Deliverables to Experian QAS pursuant to this Agreement; and

- 4.1.2. in carrying out the Services, comply with any reasonable instructions given by Experian QAS.

5. WARRANTIES

- 5.1. Without prejudice to any other right or remedy available to Experian QAS, the Supplier warrants, represents and undertakes to Experian QAS that:
 - 5.1.1. it has obtained and will continue to hold all necessary licences, consents, permits and agreements required for the provision of the Services and the exercise by Experian QAS of the rights granted by the Supplier to Experian QAS under this Agreement;
 - 5.1.2. the Services will be performed by appropriately qualified and trained personnel with all reasonable care and skill in accordance with Good Industry Practice and this Agreement;
 - 5.1.3. the Services and Deliverables will conform with all descriptions and specifications provided to Experian QAS by the Supplier including as set out in the Schedule;
 - 5.1.4. the Services and Deliverables will be provided in accordance with the Timetable and with all applicable legislation from time to time in force;
 - 5.1.5. any Deliverables provided shall be free from material defects in design, material and workmanship; and
 - 5.1.6. use of the Services and/or any Deliverables by Experian QAS will not infringe any Intellectual Property Rights of any third party.
- 5.2. Both parties warrant that they have the full power and authority to enter into this Agreement.

6. CHARGES

- 6.1. The price payable for the Services and Deliverables shall be as stated on the Purchase Order or in the Schedule, and unless otherwise stated shall be exclusive of any applicable value added tax (which shall be payable by Experian QAS subject to receipt of a VAT invoice).
- 6.2. Experian QAS shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase as customarily granted by the Supplier, unless otherwise agreed between the parties.
- 6.3. The Supplier shall provide Experian QAS with an invoice on completion of the Services and/or on delivery of the Deliverables (or as otherwise set out in the Schedule) together with such other documentation as Experian QAS may from time to time specify. In any event all invoices and correspondence (if appropriate) shall include all details required from time to time by HM Revenue and Customs for VAT purposes and in particular shall include those details as set out in the Schedule.

7. PAYMENT AND INVOICING

- 7.1. Experian QAS will pay for the Services and Deliverables no later than the last day of the month following the month in which it receives a correct invoice from the Supplier (the "Due Date"). For the avoidance of doubt, if the Supplier does not include in such invoice the information specified in the Schedule, or if the amount invoiced is otherwise inaccurate, then such an invoice will not be correct for the purpose of this Clause 7.1 and Experian QAS shall be under no obligation to pay the Supplier until the Supplier has provided such correct invoice.
- 7.2. Experian QAS reserves the right to deduct from or offset against any payment to the Supplier all monies due or becoming due to Experian QAS from the Supplier whether in connection with this Agreement or otherwise.
- 7.3. Failure to comply with the instructions set out in the Purchase Order or in the Schedule may delay payment.
- 7.4. Experian QAS shall not be obliged to pay any invoice which is received more than 90 days after performance of the Services to which it relates.

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- 7.5. No variation from the price set out in the Purchase Order or in the Schedule nor additional charges may be invoiced without the prior consent in writing of Experian QAS.
- 7.6. If any sum under this Agreement is not paid by the Due Date then, without prejudice to the parties other rights under this Agreement, interest shall become payable upon that sum from the Due Date until payment is made in full, at a rate of 2% above Barclays Bank base rate as set from time to time. The Supplier is not entitled to suspend any performance of the Services as a result of any sums being outstanding.
- 7.7. The Supplier shall be responsible for accounting to HM Revenue and Customs and all other authorities for all taxes, insurance contributions and other liability charges and dues for which the Supplier is responsible.
8. **CONFIDENTIALITY**
- 8.1. The Supplier shall keep in strictest confidence all Confidential Information disclosed to it by Experian QAS or its agents or otherwise understood or received by it pursuant to fulfilling its obligations under this Agreement and the Supplier shall restrict disclosure of such Confidential Information to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging its obligations to Experian QAS and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind it. At Experian QAS' request or, if no request is made, upon completion of this Agreement, the Supplier shall delete from its systems and return to Experian QAS all such Confidential Information.
- 8.2. The restrictions in Clause 8.1 do not apply to any information to the extent that it:
- 8.2.1. is or comes within the public domain other than through a breach of Clause 8.1; or
 - 8.2.2. is in the Supplier's possession (with full right to disclose) before disclosure is made under the terms of this Agreement; or
 - 8.2.3. is lawfully received from a third party (with full right to disclose); or
 - 8.2.4. is independently developed by the Supplier without access to or use of the Confidential Information; or
 - 8.2.5. is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body.
9. **PUBLICITY**
- 9.1. The Supplier shall not disclose the making of this Agreement in any journal/magazine/publication or other medium or otherwise use Experian QAS' name or logo or the name or logo of any of Experian QAS' customers in any of its advertising or publicity material (including without limitation in any press release or statement) without first receiving written consent from Experian QAS' Head of Procurement and/or Public Relations Director, which may be withheld or given in Experian QAS' absolute discretion.
10. **INTELLECTUAL PROPERTY & OPEN SOURCE SOFTWARE**
- 10.1. The Supplier shall acquire no rights or interests in any Intellectual Property Rights of Experian QAS by virtue of this Agreement.
- 10.2. The Supplier shall make no use whatsoever of any Intellectual Property Rights of Experian QAS unless authorised in advance in writing to do so by Experian QAS. If and to the extent that Experian QAS so authorises the Supplier, the Supplier warrants, represents and undertakes that it shall:
- 10.2.1. only use such Intellectual Property Rights as Experian QAS authorises, for the specified purposes that Experian QAS authorises and no other purposes whatsoever; and
 - 10.2.2. comply with the directions from time to time issued by Experian QAS about the use of Experian QAS' Intellectual Property Rights.
- 10.3. To the extent it does not vest in Experian QAS by operation of law or under this Agreement, the Supplier shall assign to Experian QAS all rights, title and interest with full title guarantee, free from any adverse rights or claims, in all present and future Intellectual Property Rights and all other rights in the products of the Services (including the Deliverables) produced by the Supplier in performance of the Services, which assignment shall include but shall not be limited to all rights of action for damages for Intellectual Property Rights infringement, all rights in any modifications or enhancements to existing software, whether owned by Experian QAS, the Supplier or a third party, and if necessary it shall procure the assignment to Experian QAS by the author or creator of such Intellectual Property Rights produced during the performance of the Services.
- 10.4. The Supplier shall:
- 10.4.1. immediately upon creation of any Intellectual Property Right in performance of the Services, disclose and deliver to Experian QAS all information and data in its possession, power or control necessary for a full understanding, application and, where applicable, registration of the Intellectual Property Right; and
 - 10.4.2. promptly, and at Experian QAS' request, do all such further acts and execute all such documents as Experian QAS may from time to time require for the purpose of securing for Experian QAS the full benefit of this Agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to Experian QAS in accordance with this Agreement, in any or all countries and free from any adverse rights or claims.
- 10.5. The Supplier shall irrevocably and unconditionally waive any and all moral rights to any Intellectual Property Rights produced by the Supplier pursuant to performance of the Services under the Copyright Design and Patents Act 1988 Chapter IV or any rights or a similar nature under any law in any other jurisdiction.
- 10.6. For the avoidance of doubt, the know-how, techniques or principles used which are the property of the Supplier at the start of the Services shall remain the property of the Supplier.
- 10.7. The Supplier shall indemnify and keep Experian QAS indemnified against any and all losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by Experian QAS (including legal expenses reasonably and properly incurred) arising out of any claim brought against Experian QAS by any third party alleging that its Intellectual Property Rights are infringed by the use by Experian QAS of the Services and/or the Deliverables provided that Experian QAS:
- 10.7.1. informs the Supplier of such claim;
 - 10.7.2. does not make any admissions that prejudice, or might prejudice the defence of such claim;
 - 10.7.3. allows the Supplier complete control over the defence of, and over all negotiations relating to, such claim; and
 - 10.7.4. provides the Supplier with all reasonable assistance as requested by the Supplier.
- 10.8. The Supplier shall
- 10.8.1. not, without the specific, prior, written consent of Experian QAS include any Open Source Software in any Deliverables which it is aware (or ought reasonably to be aware) will or may be incorporated within Experian QAS' products/services or provided by Experian QAS

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to third parties if the terms on which the Open Source Software is made available would require Experian QAS to disclose code in which it owns the Intellectual Property Rights to any third party.;

- 10.8.2. notify Experian QAS at Experian QAS' request from time to time of any Open Source Software which has been included within any other Deliverables.

11. DATA PROTECTION, COMPLIANCE & INFORMATION SECURITY

- 11.1. Each party undertakes to the other that it will at all times pursuant to this Agreement comply with all applicable legislation, regulations, and other rules having equivalent force (including but not limited to the DPA) and any subordinate or associated regulations.
- 11.2. In relation to the DPA the parties shall in addition to the general obligations under Clause 11.1 and without prejudice to any other provisions of this Agreement:
 - 11.2.1. notify all relevant details of any processing of Personal Data to the Information Commissioner as set out in the DPA and only process such Personal Data in accordance with the terms of its registration under the DPA; and
 - 11.2.2. comply with the rights of the individuals to whom the provision of the Services relates as set out in the DPA.
- 11.3. Each party warrants that it has in place and undertakes to maintain throughout the duration of this Agreement appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to or disclosure of Personal Data.
- 11.4. The Supplier shall not process any Personal Data of Experian QAS other than as reasonably necessary for the provision of the Services or otherwise in accordance with the instructions of Experian QAS, and shall not without the prior written consent of Experian QAS export or process any Personal Data of Experian QAS outside the United Kingdom.
- 11.5. Information security is a strategically important issue to Experian QAS. The Supplier acknowledges that if it will handle or have access to, or is likely to handle or have access to, any data or other information of Experian QAS ("Experian QAS Information") it will have been required to complete an Experian QAS information security questionnaire ("Security Questionnaire") as part of Experian QAS' supplier selection and management process. If at any time the Supplier is handling or has access to Experian QAS Information and has not completed a Security Questionnaire, Experian QAS shall be entitled to terminate this Agreement by notice in writing to the Supplier (provided that if this is because of any act or omission of Experian QAS, Experian QAS shall give the Supplier a reasonable opportunity to complete a Security Questionnaire before exercising this right);
- 11.6. The Supplier warrants to Experian QAS that whilst this Agreement remains in force (and without prejudice to the provisions of Clauses 8 and 11.4) it will have and keep in place any information security measure which the Supplier has indicated to Experian QAS (either in its response to the Security Questionnaire, or otherwise in writing) that it has or will have in place;
- 11.7. The Supplier acknowledges that in deciding whether to place business under any agreement with a supplier, and/or whether to renew or extend any such agreement, Experian QAS will have regard to the principles and requirements of its "Supplier Security Requirements" document ("the Security Requirements") a copy of which will either have been provided to the Supplier, or which can

be made available on request. The Supplier will act reasonably in assisting Experian QAS in measuring its performance against, and achieving compliance with, the Security Requirements."

12. INSURANCE

- 12.1. The Supplier shall effect with a reputable insurance company and keep in effect for the term of this Agreement adequate public liability insurance, professional indemnity insurance and, in respect of the Deliverables, product liability insurance. Each policy shall be effected for no less than £1,000,000.
- 12.2. The Supplier shall on request from time to time provide Experian QAS with such evidence of insurance, and payment of premiums in connection with the policies as Experian QAS may reasonably require.

13. TERMINATION

- 13.1. Either party may terminate this Agreement immediately without liability to the other and without prejudice to its other rights at any time by giving notice in writing to the other party:
 - 13.1.1. if the other party is in material breach of any of the terms of this Agreement which is not capable of remedy;
 - 13.1.2. if the other party is in material breach of any of the terms of this Agreement and, where remedial, has failed to remedy that breach within 30 days of being notified in writing of it;
 - 13.1.3. if the other party enters into liquidation (apart from solvent liquidation for the purposes of amalgamation or reconstruction), is dissolved, is declared bankrupt, has a receiver, administrator or administrative receiver appointed over all or part of its assets, enters into an arrangement with its creditors, or takes or suffers any action similar to those set out above; or
 - 13.1.4. if the other party's financial position deteriorates to such an extent that in the reasonable opinion of the other party its capability to adequately fulfil its obligations hereunder has been placed in jeopardy.
- 13.2. Experian QAS shall be entitled to terminate this Agreement without liability to the Supplier and without prejudice to Experian QAS' other rights at any time by giving notice in writing to the Supplier if any of the following occurs:
 - 13.2.1. if the Supplier fails to deliver any part of the Services and/or the Deliverables in accordance with this Agreement; or
 - 13.2.2. if there is a change of control or change in the ownership of the Supplier.
- 13.3. Termination of this Agreement (or 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.
- 13.4. On termination for any reason the Supplier shall immediately deliver to Experian QAS all specifications, programs, materials and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not complete. All Intellectual Property Rights in such materials shall automatically pass to Experian QAS (save to the extent they have not already done so by virtue of Clauses 10.3 and 10.4). In the event the Supplier fails to deliver within 30 days of the date of termination, Experian QAS shall be entitled to enter the Supplier's premises to take possession of all such materials.

14. HEALTH AND SAFETY

- 14.1. The Supplier shall ensure that any Services and/or Deliverables supplied or installed under this Agreement comply with all legal requirements of the UK, the EU and any relevant international requirements and in particular

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the Supplier agrees before delivery to furnish Experian QAS with a list in writing of any harmful or potentially harmful properties or ingredients in the Services and/or Deliverables supplied.

- 14.2. Experian QAS will rely on the supply of information from the Supplier under Clause 14.1 in order to satisfy its own obligations under the Health and Safe at Work etc Act 1974 (as amended and updated) and the Health and Safety at Work Regulations 1992 (Display Screen Equipment).

15. ETHICAL STANDARDS AND STAFF VETTING

- 15.1. The Supplier warrants, undertakes and represents that it:
- 15.1.1. shall not employ or use any person below the age of 14 or 15 (depending on country) or below the legal minimum age (where this is higher) in all countries in which it operates or sources goods or services;
 - 15.1.2. shall not use forced labour in any form (prison, indentured, bonded or otherwise) and staff are not required to lodge papers or deposits on starting work;
 - 15.1.3. shall comply with all applicable local environmental, safety and health regulations and shall provide a safe and healthy workplace, presenting no immediate hazards to its staff;
 - 15.1.4. within the customs and practices of the countries in which the supplier operates, shall not discriminate against any worker on any grounds (including race, religion, disability, age or gender);
 - 15.1.5. shall not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse;
 - 15.1.6. shall pay each employee at least the minimum wage, or the prevailing industry wage, (whichever is higher) and provides each employee with all legally mandated benefits;
 - 15.1.7. shall comply with the laws on working hours and employment rights in the countries in which it operates;
 - 15.1.8. shall comply with all relevant environmental legislation in the regions in which it operates; and
 - 15.1.9. has identified all the hazardous or toxic waste that it or its contractors or agents produce and that it is confident that all waste is disposed of by competent bodies via authorised disposal routes; and
 - 15.1.10. supports the rights of workers to form or join trade unions which are free to meet without hindrance.
- 15.2. The Supplier shall at its own cost comply with Experian QAS' generic requirements from time to time relating to the vetting of individuals employed in sensitive roles as set out in the Schedule or as communicated separately to the Supplier from time to time. Experian QAS shall not be liable to the Supplier for any revenue which the Supplier fails to earn as a result of any delay by the Supplier in complying with these requirements.

16. FORCE MAJEURE

- 16.1. 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.
- 16.2. 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 it promptly notifies the other party ("unaffected party") of the event of Force Majeure and discusses with it possible action to be taken to overcome the effect of Force Majeure and provided it uses all reasonable endeavours to overcome the event of Force Majeure.

- 16.3. If the Force Majeure persists for a period of 28 days or longer, 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 on the Supplier to pay any refund to Experian QAS).

17. GENERAL PROVISIONS

- 17.1. This Agreement and all documents referred to in it constitutes the parties' complete agreement relating to its subject matter and supersedes any previous agreements or arrangements between the parties relating to the same subject matter and, save for fraudulent misrepresentations, neither of the parties shall be bound by, or liable to the other party for, any representation, promise or inducement made by any agent or person on behalf of such party that is not contained in this Agreement.
- 17.2. No amendment or variation of this Agreement shall be valid or binding unless:
- 17.2.1. it is made in writing and signed by an authorized representative for each party to this Agreement; or
 - 17.2.2. it is an electronic communication from Experian QAS' electronic procurement system with the sender identified as purchasing.admin@uk.Experian.QAS.com and expressly states such communication to be contractually binding.
- 17.3. Both parties intend and agree that the legal relationship created by this Agreement is one of the provision of independent specialist services. Nothing in this Agreement shall give rise to the presumption that the Supplier is an employee of Experian QAS.
- 17.4. Where the Supplier is an agency providing consultants to Experian QAS; if for any reason any member or members of the Supplier's personnel (including but not limited to employees, contractors and/or agency workers) is adjudged by a court or tribunal or statutory or administrative body or other authority of competent jurisdiction to be an Experian QAS employee for employment, tax or other purposes ("a Claim"), the Supplier shall indemnify (and keep indemnified) Experian QAS against any and all losses, damages, liabilities, claims, demands, compensatory awards, taxes, fines and expenses suffered or incurred by Experian QAS (including legal expenses reasonably and properly incurred) arising out of or in connection with such Claim.
- 17.5. The Supplier may not assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of these things, or subcontract any or all of its obligations under this Agreement without the prior written consent of Experian QAS. Experian QAS may assign, transfer, charge, sub-license or deal in any other manner with this Agreement or any of its rights under it to its Group Companies without the prior written consent of the Supplier.
- 17.6. If either party fails to exercise a right or remedy that it has or which arises in relation to this Agreement, such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.
- 17.7. A waiver of any breach or provision of this Agreement 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 Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Agreement.
- 17.8. If any part of this Agreement is found to be invalid or unenforceable by any Court or other competent body, such invalidity or unenforceability shall not affect the other

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provisions of this Agreement and such other provisions shall remain in full force and effect.

- 17.9. Nothing in this Agreement is intended to, or shall, operate to:
- 17.9.1. create a partnership or joint venture of any kind between the Supplier and Experian QAS;
 - 17.9.2. authorise either party to act as agent for the other party; or
 - 17.9.3. authorise either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.
- 17.10. 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 Agreement.
- 17.11. Any notices to be sent by one party to the other in connection with this Agreement except for the service of Court proceedings shall be in writing and shall be delivered personally or sent by special delivery post (or equivalent service offered by the postal service from time to time) or fax to the addresses of each party as set out on the signature page to this Agreement or as otherwise notified in accordance with the provisions of this Clause.
- 17.12. Notices shall be deemed to have been duly given as follows:
- 17.12.1. If delivered personally, upon delivery;
 - 17.12.2. If sent by post, two clear days after the date of posting;
 - 17.12.3. 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.
- 17.13. If either party notifies the other party of a change to its details for the purposes of Clause 17.11, such notification shall only be effective on the date specified in such notice or seven days after notice is given, whichever is later.
- 17.14. If the address for service of notices under Clause 17.11 is outside the United Kingdom, the Supplier elects the person or organisation named in the Schedule for the purposes of accepting service of notices within the United Kingdom on the Supplier's behalf. Any notices sent to the Supplier in accordance with this Clause 17.14 are deemed given in accordance with Clause 17.12.
- 17.15. Persons who are not a party to this Agreement shall not have any rights under this Agreement and for the avoidance of doubt 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.
- 17.16. This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.
18. **DEFINITIONS**
- 18.1. "**Agreement**" is as defined on the signature sheet;
 - 18.2. "**Commencement Date**" means the earlier of the date of the second signature to the signature sheet of this Agreement or the date of the first Purchase Order.
 - 18.3. "**Confidential Information**" means 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, clients or Group Companies in or on any medium or format.
 - 18.4. "**Deliverables**" means all documents, products and materials developed and/or supplied by the Supplier in accordance with the Services, or as otherwise supplied by the Supplier to Experian QAS under or in connection with this Agreement, as may be set out in the Schedule or in a Purchase Order and as may be updated by agreement between the parties from time to time.
 - 18.5. "**DPA**" means the Data Protection Act 1998 and any subordinate legislation having effect in England.
 - 18.6. "**Force Majeure**" means 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.
 - 18.7. "**Good Industry Practice**" means the exercise of that degree of care, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator seeking in good faith to comply with all relevant laws and engaged in the provision of the same type of services as the Services under the same or similar circumstances and conditions as set out in the Agreement;
 - 18.8. "**Group Companies**" shall mean and include any company which in relation to either party is 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 (as amended).
 - 18.9. "**Intellectual Property Rights**" means copyright, database rights, 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.
 - 18.10. "**Open Source Licence**" means any licence meeting the Open Source Definition (as issued by the Open Source Initiative and stated on such organisation's website located at www.opensource.org) or the Free Software Definition (as issued by the Free Software Foundation and stated on such organisation's website located at www.fsf.org) or any substantially similar licence. Open Source Licences include the following: the GNU General Public License; the GNU Lesser General Public License; the Mozilla Public License; and the Common Development and Distribution License;
 - 18.11. "**Open Source Software**" means any software that is subject to an Open Source Licence
 - 18.12. "**Personal Data**" shall have the meaning specified in the DPA.
 - 18.13. "**Purchase Order**" means each of Experian QAS' purchase orders issued to the Supplier in accordance with this Agreement.
 - 18.14. "**Schedule**" means the schedule attached to this Agreement.
 - 18.15. "**Services**" means the services as specified in the Schedule and/or any Purchase Order and all other services supplied by the Supplier to Experian QAS under or in connection with this Agreement.
 - 18.16. "**Timetable**" means any timetable expressly set out or referred to in this Schedule or otherwise agreed between the parties from time to time and relating to the performance of the Services and/or delivery of any Deliverables.

