

## Enterprise Hardware, Software and Web Service Agreement

### GENERAL TERMS AND CONDITIONS

These General Terms shall apply to all use of GBG Enterprise Hardware, Software and Service.

Additional leasing terms may apply depending on whether Hardware or Software is leased via a financing arrangement. The finance terms ("Finance Terms") are attached to the Agreement as in Schedule 3 and shall form part of the Agreement where selected on the relevant Order Form.

Additional Terms may also apply depending on the specific Service purchased from GBG. Such Additional Terms shall form part of the Agreement where the relevant Service and/or Datasets are selected on the Order Form.

#### 1 DEFINITIONS AND INTERPRETATION

1.1. In these General Terms the following definitions shall apply:

**"Additional Terms"** means the special terms and conditions relating to particular Datasets and/or aspects of the Service as updated from time to time which are available at <https://www.gbtplc.com/uk/additionalterms>. These Additional Terms will apply if the Client has selected the relevant Dataset or particular aspect of the Service on the Order Form.

**"Agreement"** means the Additional Terms, these General Terms, the Finance Terms, the Schedules, the Order Form and the Technical Specification, which in the case of conflict rank in the order of precedence set out above.

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

**"Batch Service"** means the processing and enhancement of Input Materials by GBG using the Software and the delivery of Output Materials to the Client.

**"Bluestone"** means Bluestone Leasing Limited (Company No: 02519389) whose registered office is Lakeside House, Navigation Court, Wakefield, WF2 7BL.

**"Business Day"** means Monday to Friday (excluding public and bank holidays in England).

**"Charges"** means all charges for the Hardware, Software and Service as set out in the Order Form during the Initial Period and thereafter shall mean GBG's standard pricing.

**"Client"** means the organisation, firm, company or public authority named on the Order Form that receives the Hardware, Software and/or the Service provided by GBG.

**"Client App"** means the mobile application created and/or released by the Client, which utilises component(s) from the Software, including any new version or updated version of such mobile application.

**"Client Backend Service"** means any server based service or application that already exists or is to be created to support the overall functionality and utilises component(s) from the Software.

**"Client Data"** means any data provided to GBG by the Client for processing in accordance with the terms of the Agreement including where relevant any Personal Data together with any data created or captured by or for the Client using the Service but excluding the Supplier Data.

**"Client Information"** means Client Data and any other materials provided or otherwise made available to GBG by or on behalf of the Client (including Input Materials).

**"Client Website"** means the web-based application created and/or released by the Client, which utilises component(s) from the Software, including any new version or updated version of such website.

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

**"Controller"** means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data where the purposes and means of processing are determined by EU or Member State laws, the Controller (or the criteria for nominating the Controller) may be designated by those laws or the equivalent or corresponding definition under any applicable Privacy and Data Protection Requirements.

**"Contract Start Date"** means the date specified as the contract start date on the Order Form.

**"Dataset"** means the different data files provided to GBG and/or the Client by the Data Supplier or used within the Service in accordance with the terms of the Agreement as more particularly described on the Order Form and in the Additional Terms.

**"Data Subject"** means an identifiable natural person about whom a Controller holds Personal Data. For the purposes of the Agreement, this may include an individual whose details are provided to GBG by the Client as part of the Client Data or whose details are contained within the Supplier Data.

**"Data Supplier"** means GBG's third party data suppliers that provide Supplier Data for use in the Service.

**"Documentation"** means any operating manuals, user instructions and technical literature related to the operation or use of the Software provided to the Client by GBG.

**"Document Library"** means the template documents that the Service are trained to recognise and process as updated from time to time. This shall include all Identity Documents supported within the Service unless otherwise specified in the Technical Specification.

**"EEA"** shall have the same meaning as given to it in clause 11.6.

**"EU Model Clauses"** has the meaning given to it by the European Commission.

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

**"Facilitation of Tax Evasion"** means (a) being knowingly concerned in, or taking steps with a view to, Tax Evasion by another person (b) aiding, abetting, counselling or procuring Tax Evasion by another

person (c) any other actions which would be regarded as facilitation of tax evasion under Part 3 of the Criminal Finances Act 2017 or the equivalent or corresponding legislation which applies to the Client.

**"Finance Terms"** means the special terms and conditions that apply where Hardware or Software has been purchased by the Financier through Bluestone and leased to the Client in accordance with Schedule 3.

**"Financier"** means any of the financial institutions from which Bluestone secures funds for a Client.

**"Forensic Document Checking Service"** means the review of an Identity Document by a Forensic Document Examiner and the provision of additional advice and guidance in relation to that Identity Document in accordance with the terms of Clause 8 of Schedule 2. This is an additional Professional Service and may be added as an optional component on the Order Form.

**"Forensic Document Examiner"** means a person trained to detect signs of forgery in images of Identity Documents.

**"GBG"** means GB Group plc of The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB registered in England No 2415211 or its Group Companies as indicated on the Order Form.

**"GDPR"** means General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by GDPR and laws implementing or supplementing GDPR.

**"Group Company"** means in relation to a Party, that Party, or another company if that other company:

- (a) holds a majority of the voting rights in it;
- (b) is a member of it and has the right to appoint or remove a majority of its board of directors;
- (c) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it; or
- (d) if it is a subsidiary of a company that is itself a subsidiary of that other company

**"Hardware"** means the equipment provided to the Client by GBG as detailed on the Order Form.

**"Helpdesk"** means the helpdesk facility provided by GBG to handle enquiries regarding the Hardware, Software and Service and for the Client to use to communicate with GBG support team members regarding an incident logged via the Support Ticketing System as more particularly described in Schedule 1.

**"Identity Document"** means a document processed via the Service, which may be used to prove a person's identity or address. For example, a passport, driving licence, National Identity card, utility bill or bank statement.

**"IDscan Autofill"** means the simple extraction of information from Identity Documents to fill form fields automatically without any user interaction.

**"IDscan Enterprise Digital Journey"** means the mobile or web technology software that captures, identifies and classifies end user identity documents for the purposes of the Service.

**"IDscan Enterprise Fraud Prevention"** means the software provided as part of the Service that identifies genuine ID documents and may be used in conjunction with the Hardware or as part of the Client's own systems.

**"IDscan Turkey"** has the meaning given to it in clause 11.18.

**"Initial Period"** means the period specified on the Order Form starting on the Contract Start Date.

**"Input Materials"** means the data, which is provided by the Client that GBG will process and enhance in accordance with the relevant terms of the Agreement.

**"Instance"** means a copy of the Local Install Solution that is installed or made available or ready for use. Instances are counted

individually based on the number of applications that are active on the environment. Instances running on virtual machines or in containers are counted in the same way as physical installations.

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

**"LED"** means the Law Enforcement Directive (*Directive* (EU) 2016/680) (as transposed into domestic legislation of each Member State) as may be applicable with regard to the processing of Personal Data by a competent authority (as defined in the LED) for the purposes of prevention, investigation, detection or prosecution of criminal offences or execution of criminal penalties.

**"Licence"** means the licence to use the Software and/or Service set out in clause 4.1 of these General Terms, subject to the scope of the Licence Package specified in the Order Form.

**"Licence Package"** means the scope of the Licence granted to the Client for the use of the Software and Service specified in the Order Form including the applicable number of Instances, Users and Transactions as applicable.

**"Licence Package Duration"** means the maximum duration for which the Client and/or Technology Supported Users may use the Software under the terms of a given Licence Package as set out in the Order Form.

**"Licence Fair Usage Limit"** means the maximum number of Transactions and/or Instances allowed under the terms of a Licence Package as set out in the Order Form.

**"Local Install Solution"** means Service provided to the Client via a locally deployed Software solution hosted on the Client's own server, system or private cloud.

**"Order Form"** means the order form annexed to or relating to the Agreement as accepted by the Parties.

**"Output Material"** means all information provided to a Client by GBG including the results of any enquiry or search, reports, certificates or management information relating to the Client's use of the Service but excluding any Client Information and Client Data.

**"Party"** means a party to the Agreement and **"Parties"** shall be construed accordingly.

**"Personal Data"** means any information relating to a Data Subject; who can be identified directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person or the equivalent or corresponding definition under any applicable Privacy and Data Protection Requirements.

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

**"Privacy and Data Protection Requirements"** means all applicable laws and regulations relating to the processing of Personal Data and privacy in any relevant jurisdiction, including, if relevant, the GDPR, the Data Protection Act 2018, the LED, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the Privacy and Electronic Communication Regulations 2003, any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted in the United Kingdom, and any orders, guidelines and instructions

issued under any of the above by relevant national authorities, a judicial authority in England and Wales or a European Union judicial authority.

**"Processor"** means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller or the equivalent or corresponding definition under any applicable Privacy and Data Protection Requirements.

**"Professional Services"** means the professional services (set up and implementation, consultancy and/or enhanced support) as indicated on the Order Form and provided in accordance with the terms of Schedule 2.

**"Professional Services Rate"** means the charge specified in the Order Form for any Professional Services provided by GBG in addition to those set out in the Order Form.

**"Renewal Period"** means each period of 12 months commencing on the expiry of the Initial Period and each anniversary thereafter.

**"Service"** means the GBG|IDscan Enterprise service provided by GBG as a Local Install Solution, Web Service and/or Batch Service as detailed in the Order Form together with Hardware, the Standard Support Services, Professional Services and/or Forensic Document Checking Service where relevant and any other ancillary services provided by GBG to the Client as part of their License Package pursuant to the Agreement.

**"Software"** means the IDscan Autofill software, IDscan Enterprise Digital Journey software or IDscan Enterprise Fraud Prevention software selected on the Order Form in machine-readable object code form including any Updates provided to the Client under the Agreement. The Software may be provided to the Client as a Local Install Solution or as a Web Service.

**"Standard Support Services"** means the standard support services as indicated on the Order Form and provided via the Helpdesk and/or Support Ticketing System in accordance with the terms of Schedule 1.

**"Sub-processor"** means a natural or legal person, public authority, agency or any other body contracted by the Processor to process Personal Data for the purpose of carrying out a specific processing activity on behalf of the Controller.

**"Supervisory Authority"** means, where relevant, an independent public authority which is established by a Member State pursuant to Article 51 of GDPR.

**"Supplier Data"** means any data provided to GBG and/or the Client by the Data Supplier or used within GBG's products and services in accordance with the terms of the Agreement including, where relevant, any Personal Data.

**"Support Ticketing System"** means the IT help desk management system provided by GBG that the Client can use to log any incident, and communicate with GBG support team members as more particularly described in Schedule 1.

**"System Administrator"** means the individual(s) named as such on the Order Form or their replacement(s) as notified to GBG by the Client who will be familiar with the use of the Hardware, Software and Service and be the first point of contact for all Users of the Service.

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

**"Technical Specification"** means the specification that sets out the functional features and non-functional capabilities of the Software component(s) selected in addition to planned integration and deployment plans.

**"Technology Supported User"** means customers and/or prospective customers of the Client that are accessing the functionality of the Software via the Client App, the Client Website or the user-facing applications included in the Software.

**"Transaction"** means a single document upload, search, click, check or any other means of obtaining Output Material via the Software and/or Service by the Client, a User or a Technology Supported User to process Identity Documents for a single Data Subject.

**"Update"** means any improvements, updates, variations, modifications, alterations, additions, error corrections, enhancements, functional changes or other changes to the Software provided by GBG to the Client from time to time. For the purposes of clarification, Updates specifically exclude new releases of the Software, which provide significant additional functionality.

**"User"** means anyone who has been given access to the Hardware, Software and/or Service by the Client in accordance with the terms of the Agreement (including the Client's third party developers and any Technology Supported User), subject to any restrictions on the number of Users set out in the Order Form.

**"Web Service"** means Service provided to the Client via Software hosted by GBG, accessed via an API (application programming interface) integration or web portal.

- 1.2. The headings in these General Terms do not affect its interpretation.
- 1.3. References to clauses, sections and appendices are to clauses, sections and appendices of the Agreement.
- 1.4. Words in the singular include the plural and vice versa.
- 1.5. A reference to "writing" or "written" does not include electronic mail or facsimiles.

## **2 TERM OF THE AGREEMENT**

- 2.1. Where the Client has purchased Batch Service, then the Agreement will start on the Contract Start Date and will continue for the Initial Period or until the Service specified in the Order Form have been delivered unless terminated in accordance with clause 9.6(c) or clause 13 of these General Terms.
- 2.2. Where the Client has purchased Hardware and/or Software via a Local Install Solution or Web Service, then the Agreement will start on the Contract Start Date and will continue for the Initial Period and thereafter shall automatically renew for further Renewal Periods unless terminated earlier in accordance with clause 9.6(c) or clause 13 of these General Terms.
- 2.3. In relation to Local Install Solutions and Web Service, the first Licence Package shall commence on the Contract Start Date and continue for the Licence Package Duration. Subject to clause 2.4 and unless otherwise specified in the Order Form, on expiry, the Licence Package shall auto renew for a further Licence Package Duration on the same terms so that the Client remains under licence for the entire Initial Period and any subsequent Renewal Period.
- 2.4. In the event that the Client has exceeded the Licence Fair Usage Limit specified in the Licence Package, on expiry, the Licence Package shall auto-renew on the next Licence Package which has a Licence Fair Usage Limit which is sufficient to cover the number of Transactions and Instances used during the previous Licence Package Duration and the Charges for the next Licence Package shall be amended accordingly.

## **3 PROVISION OF THE HARDWARE AND SERVICE**

- 3.1. GBG will provide the Client with the Service detailed in the Order Form in accordance with the terms set out in the Agreement.
- 3.2. GBG will use reasonable endeavours to provide the Service in accordance with any timetable agreed with the Client. However, the Client acknowledges and accepts that any dates given by GBG are

estimates only and that delivery of the Service will be dependent upon the Client's timely cooperation with GBG as well as other factors outside of GBG's reasonable control.

- 3.3. Where relevant to the Service being provided, the Client acknowledges and accepts that occasionally GBG, in providing the Service, may be required to:
- (a) change the Technical Specification of the Service for operational reasons, however, GBG will ensure that any change to the Technical Specification does not materially reduce or detrimentally impact the performance of the Service;
  - (b) give the Client instructions which it reasonably believes are necessary to enhance or maintain the quality of any Service provided by GBG and GBG shall not be responsible for any errors in the Service resulting from the Client's non-compliance with such instructions; and
  - (c) suspend the Service for operational reasons such as repair, maintenance or improvement or because of an emergency, in which case GBG will give the Client as much on-line, written or oral notice as possible and shall ensure that the Service is restored as soon as possible following suspension.
- 3.4. Where the Client has purchased a Web Service, Local Install Solution or Forensic Document Checking Services, the Client shall be responsible for:
- (a) ensuring that it has a minimum of one System Administrator;
  - (b) informing GBG of any changes to the Client's System Administrator's contact details without undue delay;
  - (c) providing the telecommunications and network services and correctly configured equipment needed to connect to the Hardware and Software/Service; and
  - (d) the configuration and management of access to the Hardware and Software/Service including configuration of the Client's network, firewall, DNS, routers and personal computers.
- 3.5. Where the Client has purchased a Local Install Solution and/or Hardware, the Client shall ensure all premises and facilities are electrically and technically prepared for the installation of the Hardware and Software.
- 3.6. Where selected on the Order Form, GBG will provide Professional Services to the Client and/or the Client's third party developers to support with the integration of the Software. The scope of such Professional Services shall be as set out in the Order Form. If additional support is required, GBG shall be entitled to charge the Client and the Client shall pay GBG the Professional Services Rate for such assistance.
- 3.7. Deliveries and installations carried out by GBG on Client premises as part of the Professional Services is limited to out-of-the-box set-up of the Hardware and Local Install Solution provided by GBG. GBG employees are not insured or contracted to perform other electrical or technical work.
- 3.8. Where the Client has purchased Batch Service the following shall apply:
- (a) the Client shall be responsible for delivering all necessary Input Materials to GBG at the specified location, in a readable condition, within the delivery timescales agreed and in the manner, quantity and form agreed in the Order Form;
  - (b) if any of the Input Materials are supplied on a magnetic medium, such medium must be undamaged and to the specification agreed between the Parties or as set out in the Order Form; and
  - (c) Input Materials may be scanned for viruses and malware. Any Input Materials that are found to contain such items will not be processed and the Client will be notified;
  - (d) reprocessing of any Client Data required due to any fault on the part of GBG or its employees to exercise reasonable skill

and care shall be made at GBG's expense, subject to the Client making available any information or Input Materials necessary for such reprocessing;

- (e) reprocessing of any Client Data required as a result of a failure by the Client to fulfil any of its delivery obligations set out in clause 3.8(a) shall be carried out at the Client's expense; and
- (f) GBG shall not be liable for deletion or destruction of or for damage to the Input Materials and the Client should retain duplicates of all data and Input Materials supplied.

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

#### **4 LICENCE AND WARRANTIES FOR SOFTWARE**

- 4.1. In consideration of the Charges, subject to the terms of the Agreement and to the extent that Software is selected on the Order Form and such use is specified in any Technical Specification, GBG grants to the Client a non-exclusive, non-transferable and non-sub licensable licence to:
- (a) use the Software for its own internal business purposes including to provide services and products to its customers directly or through its affiliates or business partners as set out in this clause 4.1 subject to the Licence Fair Usage Limit;
  - (b) where a Local Install Solution is selected, install the Software on its production or virtual servers subject to the maximum number of Instances set out in the Licence Package described in the Order Form; and
  - (c) use, and to allow the Client's third party developers to use, publicly supported APIs for the purpose of integrating the Service into external systems or applications including but not limited to the Client App, Client Website and Client Backend Service; and
  - (d) allow the Data Subjects to process their Identity Documents via the Service as an inseparable part of the Client App and/or the Client Website.
- 4.2. GBG warrants that it will carry out its obligations under the Agreement with reasonable care and skill.
- 4.3. The licence set out in clause 4.1 does not include any right to use, and Client shall not use the Service in any manner, which would be restricted by or would be in breach of any Intellectual Property Rights subsisting in the Client App, Client Website and Client Backend Service.
- 4.4. The Client must not use the Service in connection with the development of any product or service, which seeks to compete with or misappropriates any GBG product or service from time to time.
- 4.5. The Client agrees that the operation and functionality of the Service, in whole or in part, may be dependent on the Client App, Client Website and Client Backend Service provided by the Client and that GBG is not responsible and/or liable for:
- (a) the performance and availability of any Client App, Client Website or Client Backend Service;
  - (b) any error, defect or vulnerability in any Client App, Client Website or Client Backend Service or exhibited by the Service as a result of its integration with any Client App, Client Website or Client Backend Service;
  - (c) any modifications or updates to any Client App, Client Website or Client Backend Service that the Client or third party service provider may make from time to time; or
  - (d) any delay or non-performance of the Service (including the professional services and any support and maintenance services) attributable to any Client App, Client Website or Client Backend Service or the actions or omissions of the Client and/or any third party service developer engaged by the Client.



## **5 HARDWARE**

- 5.1. Risk associated with any Hardware provided shall pass to the Client on delivery or with the passing of title in the Hardware, whichever occurs first; provided that, where delivery is delayed on account of circumstances caused by or within the responsibility of the Client, risk of loss shall pass to the Client upon GBG's notification that the Hardware is ready for dispatch.
- 5.2. The Client is solely responsible for checking the condition of the Hardware on delivery. The Client shall sign the receipt provided by GBG to confirm that the Hardware was received by the Client in good condition and this shall be considered to be conclusive proof that the Hardware was delivered without defect.
- 5.3. Title in the Hardware purchased under the Agreement shall pass to the Client only upon full payment of the associated Charges. Hardware not fully paid for shall at all times remain the property of GBG and the Client shall have no right, title or interest in or to the Hardware, notwithstanding the delivery of the Hardware to the Client.
- 5.4. The Client shall at GBG's request take any measures necessary under the applicable law to protect GBG's title in the Hardware and lawfully notify the Client's creditors or potential creditors of GBG's title on and interest in the Hardware.
- 5.5. The Client acknowledges that so long as title in the Hardware has not been transferred, the Client holds the Hardware as bailee and fiduciary agent for GBG and shall safely and securely store and keep the Hardware in good condition and shall record GBG's ownership of the Hardware in its books. Notwithstanding this, the Client may use the Hardware as permitted by the Agreement, but may not sell, rent or otherwise dispose of the Hardware without GBG's prior written consent.
- 5.6. Unless otherwise specified in writing in the Order Form, all charges, expenses or taxes associated with the delivery of the Hardware shall be agreed in advance and paid for by the Client.

## **6 USE OF THE HARDWARE, SOFTWARE AND SERVICE**

- 6.1. The Client shall comply with these General Terms, the Schedules and all relevant Additional Terms and/or Finance Terms to the Agreement.
- 6.2. The Client must retain back-up copies of all Client Information provided to GBG.
- 6.3. Where relevant, the Client must ensure that any software, equipment and materials which are used with the Service, including third party components that integrate with it:
  - (a) are connected and used in accordance with any instructions and security procedures specified by GBG or other relevant third party licensor; and
  - (b) are technically compatible with the Hardware, Software and Service and meet the minimum technical specifications detailed in the Technical Specification.
- 6.4. Use of the Software is subject to the limitations of the Licence Package as set out in the Order Form. Each Licence Package has a Licence Fair Usage Limit, which restricts the number of Instances, Transactions and the Licence Package Duration. Should the Client exceed, or consider that it is likely to exceed, the Licence Fair Usage Limit specified for the Licence Package, the Client shall immediately inform GBG and shall either purchase an additional Licence Package from GBG to cover such use or cease using the Software and Service until the Licence Package auto-renews in accordance with clause 2.
- 6.5. Where the Client has purchased a Local Install Solution, the Client shall keep all copies of the Software secure and shall maintain accurate and up-to-date records regarding their use of the Service including the number of Instances, the location of all copies of the Software and the number of Transactions. On receipt of GBG's

reasonable request, the Client shall provide GBG with technical reports, copies of such records and/or a licence declaration confirming that its use of the Software and Service does not exceed the Licence Fair Usage Limit specified in the Licence Package.

- 6.6. GBG reserves the right to audit the Client's use of the Hardware, Software and Service in accordance with clause 14 to monitor the use of the Service in accordance with the Licence Fair Usage Limit. In the event that such audit reveals that the Client has exceeded the Licence Fair Usage Limit, GBG shall be entitled to recover the full cost of the audit and seek compensation from the Client for under-licencing in accordance with clause 6.7.
- 6.7. If as a result of compliance with clauses 6.4, 6.5 or 6.6 the Parties discover that the Client has exceeded the scope of the Licence Package, the Parties agree that GBG shall be entitled to invoice the Client for such over usage per Transaction in accordance with the original Charges set out in the Order Form plus 10%. GBG shall be entitled to backdate payments to the point at which the over usage occurred. The Client shall pay GBG's invoice for over usage within 28 days of the date of the invoice in accordance with the payment terms at clause 8.
- 6.8. The Client is responsible for supervising and controlling the use of the Software and for all acts and omissions of all Users of the Software and Service (including its third party developers and Technology Supported Users) and is liable for any failure by a User to perform or observe the terms and conditions of the Agreement including without limitation compliance with the terms of the Licence.
- 6.9. The Client shall only access the Service as permitted by GBG and shall not attempt at any time to circumvent system security or access the source software or compiled code.
- 6.10. The Service are provided solely for the Client's benefit. The Client must not resell (or attempt to resell) or sub-licence (or attempt to sub-licence) transfer (or purport to transfer) the Software, Service or any rights granted to the Client under the Agreement to any third party other than the Client's third party developers and Technology Supported Users as expressly permitted in clause 6.12.
- 6.11. The Service are protected by Intellectual Property Rights. The Client must not copy, reproduce, incorporate, issue to the public, store, adapt, modify, transmit, decompile, reverse engineer or distribute the Hardware, Software or Service other than as expressly permitted in clause 6.12.
- 6.12. The Client shall ensure that, apart from any development or testing activity undertaken by the Client, the Client App, Client Website and any other third party systems that integrate with the GBG software components may only be used by Technology Supported Users that have accepted an end user licence agreement with terms that are consistent with and no less protective of GBG's rights in respect of the Software and Service than those contained in the Agreement.
- 6.13. The Client shall be responsible for the creation and maintenance of all Client Information provided to GBG as part of its use of the Service.
- 6.14. The Client warrants that it shall comply with all applicable legislation, instructions and guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Client and its use of the Hardware, Software and Service including those which relate to the provision of Client Information.
- 6.15. The Client acknowledges and accepts that GBG cannot process payment cards as part of the Service as it does not follow the Payment Card Industry Data Security Standard. Consequently, the Client must not send GBG images of payment cards.
- 6.16. If the Client uses the Service in contravention of clauses 6.4, 6.5, 6.8, 6.9, 6.10, 6.11, 6.12 or 6.14 then GBG shall be entitled to treat the

contravention as a material breach of the Agreement which cannot be remedied for the purposes of paragraph 13.3(a).

## **7 SECURITY**

- 7.1. The Client is responsible for the security and proper use of all user identities ("User IDs") and passwords used in connection with the Hardware, Software and Service (including maintaining and enforcing a robust password policy).
- 7.2. The Client shall take all necessary steps to ensure that User IDs are kept confidential, secure, are used properly and are not disclosed to any unauthorised parties. For the avoidance of doubt, the Client will be responsible for all Charges for the Software and Service where its User ID has been used to access the Software and Service.
- 7.3. The Client must immediately inform GBG if there is any reason to believe that a User ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 7.4. GBG reserves the right to suspend User ID and password access to the Software or Service if at any time GBG reasonably considers that there is or is likely to be a breach of security or misuse of the Software or Service and/or to require the Client to change any or all of the passwords used by the Client in connection with the Software or Service.

## **8 CHARGES AND PAYMENT**

- 8.1. The Client shall pay all invoices issued by GBG within 28 days from the date of the invoice.
- 8.2. If specified in the Order Form that the Client is to pay the Charges in advance or by direct debit, then such payments shall be made on or before the date specified in the Order Form.
- 8.3. Charges will be invoiced and paid in pounds sterling unless otherwise agreed in the Order Form. Where applicable, Value Added Tax (or any other applicable tax or charge in a country where the Service are provided) will be added to the Charges.
- 8.4. If the Client fails to pay any part of the Charges when due, it shall be liable to pay GBG interest on such part of the Charges from the due date for payment at the relevant statutory annual rate.
- 8.5. The Client shall make all payments due under the Agreement without any deduction whether by set-off, counterclaim, discount, abatement or otherwise.
- 8.6. If the Client breaches any material term of the Agreement and the Client has received preferential pricing or payment terms under the Agreement, then GBG reserves the right to cease applying any preferential pricing or payment terms as a consequence of the breach. In the event that any preferential pricing or payment terms cease to apply pursuant to this clause 8.6, GBG's standard pricing and payment terms will apply in respect of the Client's continued use of the Service and use throughout the entirety of the Initial Period and thereafter.
- 8.7. If the Client has received preferential pricing or payment terms under the Agreement or if the standard pricing or payment terms that applied on the Contract Start Date have changed during the Initial Period then unless otherwise expressly agreed in writing between the Parties, GBG's standard pricing and payment terms will prevail in respect of the Client's continued use of the Service after the Initial Period.
- 8.8. After the expiry of the Initial Period GBG shall be entitled to increase the Charges by giving the Client not less than 30 days' notice of the change. For the avoidance of doubt, GBG will not revise the Charges before the end of the Initial Period.
- 8.9. GBG have based the pricing set out in the Order Form on an exchange rate at Contract Start Date. The exchange rate will be the midmarket rate as shown by the XE Currency Converter, as shown

at the following website [www.xe.com](http://www.xe.com). Notwithstanding this, if the exchange rate moves plus or minus 10% then either party (acting reasonably) reserves the right to renegotiate the charges within the Agreement in line with current exchange rates.

## **9 INTELLECTUAL PROPERTY RIGHTS**

- 9.1. The Client acknowledges that all Intellectual Property Rights in the Hardware Software, Service and the Output Materials belong and shall continue to belong to GBG and/or GBG's third party suppliers and the Client shall have no rights in or to the Hardware, Software, Service and Output Materials other than the Licence to use the Software and to receive the Service in accordance with the Agreement.
- 9.2. GBG acknowledges all Intellectual Property Rights in the Client Information belong and shall continue to belong to the Client. The Client grants to GBG a non-transferable, non-exclusive, royalty free licence to use, disclose and copy the Client Information to enable GBG to provide the Service and carry out its obligations under the Agreement.
- 9.3. GBG shall retain the property and copyright in the Documentation supplied to Client in connection with the Agreement and it shall be a condition of such supply that the contents of the Documentation shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of GBG.
- 9.4. GBG shall retain all Intellectual Property Rights in documents generated as a result of the provision of Professional Service or Standard Support Service including any template Identity Documents added to the Document Library as a result of any request by the Client for the addition of new document types.
- 9.5. GBG acknowledges all Intellectual Property Rights in the Client App, Client Website or other external systems belong and shall remain with the Client or the relevant third-party owners (as the case may be) excluding the functionality and user interfaces that are provided for by the GBG component.
- 9.6. If any third party makes or threatens to make a claim against GBG, the Client or one of GBG's third party suppliers that the use of the Hardware, Service and/or Output Material or part thereof infringes any third party's Intellectual Property Rights, GBG shall be entitled to do one or more of the following:
  - (a) suspend or withhold any part of the Hardware or Service that is subject to the infringement claim made by the third party;
  - (b) modify the Hardware, Service, or item provided as part of the Service, so as to avoid any alleged infringement, provided that the modification does not materially affect the performance of the Hardware or Service; or
  - (c) terminate the Agreement upon written notice to the Client and provide a refund to the Client of any Prepayment made by the Client which at the date of termination has not been and will not be credited against Charges due to GBG.
- 9.7. GBG will indemnify the Client against all liabilities, costs, expenses, damages and losses incurred by the Client as a direct result of any third party making or threatening to make a claim against the Client that the Client's use of the Hardware, Service and/or Output Material in accordance with the terms of the Agreement infringes that third party's Intellectual Property Rights (a "Claim"), provided that the Client:
  - (a) notifies GBG promptly in writing of any Claim;
  - (b) makes no admission or compromise relating to the Claim or otherwise prejudice GBG's defence of such Claim;
  - (c) allows GBG to conduct all negotiations and proceedings in relation to the Claim; and
  - (d) gives GBG all reasonable assistance in doing so (GBG will pay the Client's reasonable expenses for such assistance).

- 9.8. The indemnity in clause 9.7 does not apply to any Claim arising as a result of the use of the Service in breach of the Client warranty within 9.9(c) or to Claims caused by designs or specifications requested by the Client, or made on the Client's behalf.
- 9.9. The Client warrants that:
- (a) it will not use or exploit the Intellectual Property Rights in the Hardware, Software, Service or Output Material or permit others to use or exploit the Intellectual Property Rights in the Hardware, Software, Service or Output Material outside of the terms of the Licence granted to the Client in clause 4.1 or in breach of any of the terms of clause 6;
  - (b) all computers and/or IT systems which GBG are required to use, access or modify as part of the Professional Services are legally licensed to the Client or are the Client's property and that such activities by GBG will not infringe the rights of any third party;
  - (c) the use of the Hardware or Service in conjunction with any software, equipment, materials and/or services (which are not supplied by GBG) will not infringe the rights of any third party;
  - (d) GBG's compliance with any designs or specifications provided by the Client, or on the Client's behalf will not infringe the rights of any third party; and
  - (e) the use by GBG of the Client Information through the provision of the Service in accordance with the Client's instructions and in accordance with the terms of the Agreement, will not infringe any third party's Intellectual Property Rights.
- 9.10. The Agreement shall not prevent GBG from entering into similar agreements with third parties or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under the Agreement.

## **10 CONFIDENTIALITY AND PUBLICITY**

- 10.1. Each Party undertakes that it shall not at any time disclose the other Party's Confidential Information to any third party except as permitted by clauses 10.3, 10.4 and 10.5 or to the extent necessary for the proper performance of the Agreement.
- 10.2. Each Party warrants to the other that it shall apply the same security measures and degree of care to Confidential Information disclosed to it as it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own Confidential Information.
- 10.3. Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under the Agreement.
- 10.4. Each Party may disclose the other Party's Confidential Information:
- (a) to its or its Group Companies' employees, officers, representatives, advisers and third party suppliers who need to know such information to perform its obligations under the Agreement. Each Party shall ensure that its and its Group Companies' employees, officers, representatives, advisers and third party suppliers to whom it discloses the other Party's Confidential Information comply with this clause 10; and
  - (b) as may be required by law, court order or any governmental or regulatory authority.
- 10.5. For the purposes of clause 10, Confidential Information shall not include information which:
- (a) is or becomes generally available to the public (other than through a breach of the Agreement);
  - (b) is lawfully in the possession of the other Party before the disclosure under the Agreement took place;
  - (c) is obtained from a third party who is free to disclose it; or
  - (d) the Parties agree in writing is not confidential or may be disclosed.
- 10.6. Notwithstanding the terms of this clause 10, once the Order Form has been signed by both Parties, GBG may, with the Client's prior written consent, issue a press release (or if GBG wishes, another form of public communication) relating to the Parties' entry into the Agreement.

## **11 DATA PROTECTION**

- 11.1. Both Parties warrant that they will comply with their respective obligations under the Privacy and Data Protection Requirements and the terms of the Agreement.
- 11.2. For the purposes of the Agreement the Client is the Controller and GBG is the Processor. Where specified in the Additional Terms, GBG's Data Suppliers may also act as Sub-processor.
- 11.3. The Client warrants and represents that all instructions provided to GBG in relation to the processing of Personal Data contained within the Client Data are lawful and shall as a minimum include:
- (a) the nature and purpose of the processing of the Client Data;
  - (b) the types of Personal Data to be processed; and
  - (c) the categories of Data Subjects to whom the Personal Data relates.
- 11.4. The Client shall only provide instructions to GBG that are in accordance with the terms of the Agreement and are relevant for the provision of the Service.
- 11.5. The Client acknowledges that as Controller it is solely responsible for determining the lawful processing condition upon which it shall rely in providing instructions to GBG to process Personal Data for the purposes of carrying out the Service.
- 11.6. The Parties acknowledge and accept that processing of Personal Data belonging to a European Economic Area ("EEA") Data Subject and/or the processing of Personal Data in the context of the activities of an establishment of a Controller or Processor within the EEA shall be lawful only if and to the extent that either an exemption, Article 2 GDPR or at least one of the following conditions (as specified in the Order Form as may be applicable) applies:
- (a) the Data Subject has given consent to the processing of his or her Personal Data for one or more specific purposes;
  - (b) processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;
  - (c) processing is necessary for compliance with a legal obligation to which the Controller is subject;
  - (d) processing is necessary in order to protect the vital interests of the Data Subject or of another natural person;
  - (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller; or
  - (f) processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data, in particular where the Data Subject is a child.
- 11.7. Identity Documents captured by the Service may be processed by GBG to validate format and security parameters therefore preventing fraud and improving GBG's research into its fraud prevention services. The Client shall ensure that its privacy notice shall contain a statement to reflect the nature of processing carried out by GBG in accordance with the Agreement.
- 11.8. Where enhanced consent is required under applicable local laws (for example, under the German Act on Identity Cards and Electronic Identification (Personalausweisgesetz, PAuswG) and the German Passport Act (PassG), the Client shall ensure that it obtains specific consent from the Data Subject to copy and store its Identity

Documents. Such consent must be obtained for the Client and on behalf of GBG by expressly naming GBG in its communications with the Data Subject. The Client shall keep a copy of the consent obtained and this shall be available to GBG upon request.

11.9. To the extent that the performance of GBG's obligations, and any supporting and/or ancillary activities, involves processing Client Data, GBG acting as Processor shall:

- (a) only carry out processing of Client Data in accordance with the Client's documented instructions, including where relevant for transfers of Client Data outside the EEA or to an international organisation (unless GBG is otherwise required to process Client Data by European Union, Member State and/or UK law to which GBG is subject, in which case GBG shall inform the Client of that legal requirement before processing unless prohibited by that law on important grounds of public interest), and shall immediately inform the Client if, in GBG's opinion, any instruction given by the Client to GBG infringes Privacy and Data Protection Requirements;
- (b) notify the Client without undue delay of any requests received from a Data Subject exercising their rights under Privacy and Data Protection Requirements and, taking into account the nature of the processing, assist the Client by taking appropriate technical and organisational measures, insofar as this is possible, with fulfilling its obligations in respect of Data Subject rights under Privacy and Data Protection Requirements, including assisting the Client in responding to any subject access requests or requests from Data Subjects for access to, rectification, erasure or portability of Personal Data, or for restriction of processing or objections to processing of Personal Data;
- (c) take all security measures required in accordance with Privacy and Data Protection Requirements (including Article 32 GDPR), and at the request of the Client provide a written description of, and rationale for, the technical and organisational measures implemented, or to be implemented, to protect the Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted stored or otherwise processed; and detect and report Personal Data breaches without undue delay;
- (d) taking into account the nature of the processing and the information available to GBG, use all measures to assist the Client in ensuring compliance with the Client's obligations to:
  - i. keep Personal Data secure (Article 32 GDPR);
  - ii. notify Personal Data breaches to the Supervisory Authority (Article 33 GDPR);
  - iii. advise Data Subjects when there has been a Personal Data breach (Article 34 GDPR);
  - iv. carry out data protection impact assessments (Article 35 GDPR); and
  - v. consult with the Supervisory Authority where a data protection impact assessment indicates that there is an unmitigated high risk to the processing (Article 36 GDPR).
- (e) without undue delay, inform the Client of becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Client Data transmitted, stored or otherwise processed. GBG accepts and acknowledges that the Client shall direct in its sole discretion, any and all steps and measures taken to remedy a breach by GBG under Privacy and Data Protection Requirements, including but not limited to any communications with a Supervisory Authority. GBG agrees not to act in any way

upon such disclosure without the prior written consent of the Client;

- (f) make available to the Client all information necessary to demonstrate compliance with the obligations laid down in this clause 11 and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client as set out in clause 14; and
- (g) in addition to the confidentiality obligations contained in clause 10, ensure that persons authorised to process the Client Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

11.10. Where the Client uses or receives Supplier Data as part of the Service, the Client acknowledges that:

- (a) the Supplier Data may be subject to Additional Terms;
- (b) where relevant for the provision of Service under the Agreement, the Client shall comply with the Additional Terms; and
- (c) where the Additional Terms specify that Personal Data belonging to EEA Data Subjects cannot be processed by a particular Data Supplier, the Client warrants that it will not use that element of the Service for the processing of Personal Data belonging to an EEA Data Subject.

11.11. GBG shall promptly notify the Client in the event of a change to the Additional Terms.

11.12. The Client provides their consent for GBG to use Sub-processors in the delivery of the Service. Where GBG uses Data Suppliers or any other third party and where they are acting as a Sub-processor in relation to the Client Data, GBG shall:

- (a) enter into a legally binding written agreement that places the equivalent data protection obligations as those set out in the Agreement to the extent applicable to the nature of the Service provided by such Sub-processor, in particular, unless otherwise stated in the Additional Terms in accordance with clause 11.10(c), providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR;
- (b) shall remain liable for any act or omission of a Sub-processor that does not comply with the data protection obligations as set out in this clause 11; and
- (c) inform the Client of any intended changes concerning the addition or replacement of a Sub-processor with access to Client Data and give the Client the opportunity to object to such changes.

11.13. Transfers of personal data to third countries or international organisations: GBG shall not cause or permit any Client Data to be transferred outside of the EEA unless such transfer is necessary for the purposes of GBG carrying out its obligations under the Agreement in which case, the provisions of clauses 11.14 to 11.17 shall apply.

11.14. Transfer subject to adequate safeguards: Subject to clauses 11.15 and 11.16, if Personal Data is to be processed outside of the EEA, GBG agrees to provide and maintain appropriate safeguards as set out in Article 46 GDPR or where applicable, LED Article 37 to lawfully transfer the Personal Data to a third country.

11.15. Transfers based on adequacy decisions: Clause 11.14 shall not apply if the processing of the Personal Data is carried out in a country that the European Commission has considered as offering an adequate level of protection.

11.16. Derogations for specific situations: The Client has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision of the products and services are located in a country that the European Commission has not formally



declared to have an adequate level of protection (Clause 11.15/ Article 45(3) GDPR) and are not able to demonstrate appropriate safeguards (Clause 11.14/ Article 46 GDPR). In such circumstances this will be stated in the Additional Terms and where GDPR applies to the Client by virtue of Article 3 GDPR, the Client as Controller acknowledges that prior to submitting Client Data to GBG for processing it shall determine, and is solely liable for ensuring, that one of following exceptions set out in Article 49 GDPR applies:

- (a) the Data Subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfers for the Data Subject due to the absence of an adequacy decision and appropriate safeguards;
- (b) the transfer is necessary for the performance of a contract between the Data Subject and the Client or the implementation of pre-contractual measures taken at the Data Subject's request;
- (c) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Data Subject between the Client and another natural or legal person;
- (d) the transfer is necessary for important reasons of public interest;
- (e) the transfer is necessary for the establishment, exercise or defence of legal claims;
- (f) the transfer is necessary in order to protect the vital interests of the Data Subject or of other persons, where the Data Subject is physically or legally incapable of giving consent; or
- (g) the transfer is made from a register which according to European Union or Member State law is intended to provide information to the public and which is open to consultation either by the public in general or by any person who can demonstrate a legitimate interest, but only to the extent that the conditions laid down by European Union or Member State law for consultation are fulfilled in the particular case.

The terms of this clause 11.16 shall not apply where the Client is subject to LED. In such circumstances clause 11.17 shall apply.

11.17. Derogations for specific situations where the LED is applicable to the Client: The Client has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision of the Service are located in a country that the European Commission has not formally declared to have an adequate level of protection (Clause 11.15/Article 36 LED) and are not able to demonstrate appropriate safeguards (Clause 11.14/Article 37 LED). In such circumstances this will be stated in the Additional Terms and the Client as Controller acknowledges that prior to submitting Client Data to GBG for processing it shall determine, and is solely liable for ensuring that, one of the following exceptions set out in Article 38 LED applies:

- (a) the transfer is necessary to protect the vital interests of the Data Subject or another person;
- (b) to safeguard legitimate interests of the Data Subject, where the law of the Member State transferring the Personal Data so provides;
- (c) for the prevention of an immediate and serious threat to public security of a Member State or a third country;
- (d) in individual cases for the purposes set out in Article 1 (1) LED; or
- (e) in an individual case for the establishment, exercise or defence of legal claims relating to the purposes set out in Article 1(1) LED.

11.18. The Client acknowledges and agrees that Client Data may be transferred outside the EEA to a GBG Group Company in the course of providing the Service. GBG shall be responsible for ensuring that such Group Company complies with relevant Privacy and Data

Protection Requirements, the terms of the Agreement and that such transfer is subject to adequate safeguards in accordance with clause 11.14 or based on an adequacy decision in accordance with clause 11.15.

11.19. Standard Support Services and/or Professional Services may be carried out by GBG's Group Company, IDscan Research Bilsim Teknolojileri Sanayi Ticaret Limited Sirketi, based in Turkey ("IDscan Turkey"). GBG has an agreement in place with IDscan Turkey to maintain appropriate safeguards in relation to the transfer of any Personal Data required as a result of the provision of the Service. The Client hereby grants GBG a mandate to conclude EU Model Clauses with IDscan Turkey on behalf of the Client and customers generally. GBG shall be entitled to sign the EU Model Clauses as Processor on behalf of its Clients and shall not be required to name the Client in such document.

## 12 LIABILITY

- 12.1. Neither Party excludes or limits its liability for death or personal injury resulting from its negligence, fraudulent misrepresentation or any other type of liability that cannot by law be excluded or limited.
- 12.2. Neither Party excludes or limits its liability in respect of clauses 6.4, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 9 (Intellectual Property Rights), 10 (Confidentiality) and 11 (Data Protection) of the Agreement.
- 12.3. Subject to clauses 12.1 and 12.2, each Party's aggregate liability to the other Party under or in connection with the Agreement, whether such liability arises in contract, tort (including, without limitation, negligence) misrepresentation or otherwise, shall be limited to either the Charges payable in the 12 month period preceding the breach or £5,000, whichever is the greater.
- 12.4. Subject to clauses 12.1 and 12.2, neither Party shall be liable for loss of profits, business or anticipated savings, loss or destruction of data, loss of use of data, loss of reputation, loss of goodwill, any special, indirect or consequential loss or damage.
- 12.5. Whilst GBG shall use reasonable endeavours to ensure that the Hardware and Software is free from infection, viruses and/or any other software code that has contaminating or destructive properties, GBG does not provide any warranties in connection with:
  - (a) the accuracy, suitability for purpose/requirements and/or uninterrupted availability of the Hardware, Software and Service; or
  - (b) the use of the Hardware, Software and/or Service and their suitability to meet the Client's business requirements. Accordingly the Client accepts that the Service was not designed or produced to the Client's individual requirements.
- 12.6. GBG makes no warranty (i) that the Software is or will be compatible with any rules, requirements or guidelines of the owners, (ii) regarding the accuracy or suitability of the templates contained within the Document Library; or (iii) that the use of the Software, Service and/or the Output Materials will meet the Client's business requirements. Consequently, the Client accepts that the Service were not designed or produced to its individual requirements that it was solely responsible for its selection and for ensuring that the facilities and functions of the Software as described in the Order Form and Technical Specification meet its requirements.
- 12.7. Except as expressly set out in the Agreement, all warranties, conditions and other terms relating to the Hardware, Service and the Agreement whether express or implied by law, custom or otherwise are, to the fullest extent permitted by law, excluded from the Agreement.
- 12.8. The Parties acknowledge that damages alone may not be an adequate remedy for a breach by the other Party of clauses 6 (Use of the Service), 9 (Intellectual Property Rights), 10 (Confidentiality) and 11 (Data Protection) of the Agreement. Accordingly, without

prejudice to any other rights and remedies it may have, the injured Party shall be entitled to seek specific performance and/or injunctive or other equitable relief.

### 13 SUSPENSION AND TERMINATION

- 13.1. GBG may suspend all or part of the Service immediately and without notice in the event that the Client has or GBG acting reasonably suspects that the Client has, committed a material breach of any term of the Agreement.
- 13.2. Either Party may terminate the Agreement by giving to the other at least 90 days' prior written notice of such termination to take effect on the expiry of the Initial Period or on the expiry of a Renewal Period.
- 13.3. Either Party may terminate the Agreement (or, if GBG wishes, part of it) on immediate notice in writing to the other if any of the following applies:
  - (a) the other Party commits a material or persistent breach of the Agreement, which is capable of remedy, and it fails to remedy the breach within 10 Business Days of a written notice to do so. A breach shall be capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance;
  - (b) the other Party commits a material or persistent breach of the Agreement which cannot be remedied;
  - (c) any meeting of creditors of the other Party is held or any arrangement or composition with or for the benefit of its creditors (including where the directors of a company (other than one which is in administration or being wound up) may make a proposal to the company and to its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs) is proposed or entered into by or in relation to the other Party (other than for the purpose of a bona fide solvent re-construction, re-organisation or amalgamation);
  - (d) the other Party ceases or threatens to cease carrying on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or other applicable legislation;
  - (e) a nominee, supervisor, receiver, administrator, administrative receiver or liquidator is appointed in respect of the other Party or any encumbrancer takes possession of, or any distress, lien, execution or other process is levied or enforced (and is not discharged within seven days) upon, the assets of the other Party;
  - (f) an order is made for the bankruptcy or winding-up of the other Party or a resolution for its winding up is passed;
  - (g) a notice of intention to appoint an administrator is filed with the court or served on any creditor of the other Party;
  - (h) an application for an administration order is issued at court in respect of the other Party;
  - (i) a meeting is convened for the purpose of considering a resolution for the winding up of the other Party or the making of an application for an administration order or the dissolution of the other Party; or
  - (j) any event analogous to any of clauses 13.3(c) to (i) above occurs in any jurisdiction.
- 13.4. When the Agreement terminates all rights granted to Client under the Agreement in connection with the Hardware, Software and Service shall cease and the Client shall:
  - (a) cease using the Hardware, Software and Service or in the case where access to a specific part of the Service has been terminated cease to use the specified part of the Service;

- (b) immediately disable the functionality of the Software in the then current version of the Client App and in earlier versions of the Client App;
- (c) immediately destroy or return to GBG (at the GBG's option) all copies of the Software and the Documentation then in its possession, custody or control and, in the case of destruction, certify to GBG that it has done so; and
- (d) promptly pay any outstanding and unpaid invoices due to GBG whether the invoice was submitted before or after the termination of the Agreement.

- 13.5. When the Agreement terminates the Parties will return or destroy (at the option and request of the disclosing Party) any Confidential Information belonging to the other Party in its possession or control.
- 13.6. The termination of the Agreement does not affect the accrued rights, remedies and obligations or liabilities of the Parties existing at termination. Nor shall it affect the continuation in force of any provision of the Agreement that is expressly or by implication intended to continue in force after termination.
- 13.7. If GBG terminates the Agreement during the Initial Period or any Renewal Period following a breach of the Agreement by the Client the Client agrees to pay GBG the Charges due, if any, for the remaining part of the Initial Period in accordance with clause 13.4(d).

### 14 AUDIT RIGHTS

- 14.1. The Parties acknowledge and accept that, due to the nature of the Service provided, a mutual audit right is required for each Party (the "Auditing Party") to be able to verify and monitor the other Party's compliance with its material obligations under the Agreement (the "Audited Party"). The following provisions of this clause 14 are to give effect to that requirement.
- 14.2. Upon receipt of the Auditing Party's reasonable request, the Audited Party shall provide the Auditing Party with any documentation or records which are reasonably required to enable the Auditing Party to verify and monitor the Audited Party's compliance with its obligations under the Agreement. Such information and records may be redacted to remove Confidential Information not relevant to the request.
- 14.3. All information and records shall be provided without undue delay and where possible within 14 days of receipt of such request. The Audited Party shall also notify the Auditing Party of the name of the person within its organisation who will act as the point of contact for provision of the information required.
- 14.4. Subject to clauses 14.5 to 14.7 where, in the reasonable opinion of the Auditing Party, such documentation is not sufficient to demonstrate compliance or to meet the Auditing Party's obligations to a regulatory body (and in GBG's case to a Data Supplier), then the Auditing Party will be entitled, upon reasonable prior written notice and upon reasonable grounds, to conduct an on-site audit of the Audited Party's premises or to appoint a third party auditor to conduct an on-site audit for the purposes of investigating the Audited Party's compliance with its obligations under the Agreement.
- 14.5. Audits shall not be carried out on more than one occasion per year of the Agreement unless the Auditing Party reasonably believes that the Audited Party is in material breach of the Agreement or unless the Auditing Party is required to do so by any regulatory body with competent jurisdiction (and in GBG's case, by a Data Supplier). The Auditing Party or its auditor may be accompanied by representatives of any such regulatory body (or in GBG's case a Data Supplier) in respect of any such audit imposed on the Audited Party.
- 14.6. All audits will be conducted in a manner that does not materially disrupt, delay or interfere with the Audited Party's performance of

its business and shall be carried out at the expense of the Auditing Party. Should the audit reveal a material breach of the Agreement by the Audited Party, the Audited Party shall reimburse the Auditing Party for the full cost of the audit.

- 14.7. The Audited Party shall provide the Auditing Party (or any third party auditor as relevant) with reasonable, supervised access to its premises, employees, computers, IT systems and records as required for the purpose of any such audit

## 15 DISPUTE RESOLUTION

- 15.1. If a dispute arises out of or in connection with the Agreement or the performance, validity or enforceability of it (a “**Dispute**”) then the Parties shall follow the procedure set out in this clause 15, specifically:
- (a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a “**Dispute Notice**”), together with relevant supporting documents. On receipt of the Dispute Notice, authorised representatives of GBG and the Client shall attempt in good faith to resolve the Dispute;
  - (b) if the authorised representatives of GBG and the Client are for any reason unable to resolve the Dispute within 10 Business Days of receipt of the Dispute Notice, the Dispute shall be escalated appropriately in the circumstances within GBG and the Client in an attempt in good faith to resolve the matter; and
  - (c) if, following escalation of the Dispute as described in 15.1(b), GBG and the Client are for any reason unable to resolve the Dispute within 30 Business Days of it being escalated, then the Parties will attempt to settle it by way of mediation. Should the Parties fail to reach a settlement within 25 Business Days from the date of engaging in such mediation, the Parties shall be entitled to refer the Dispute to the courts of England and Wales in accordance with clause 22.2 of the Agreement.
- 15.2. Notwithstanding clause 15.1 above, the Parties shall be entitled to seek injunctive or other equitable relief at any point should that Party deem it necessary to protect the legitimate business interests of that Party.

## 16 EVENT OF FORCE MAJEURE

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

## 17 TAX EVASION AND FACILITATION OF TAX EVASION

- 17.1. Both GBG and the Client agree not to engage in Tax Evasion of any kind in any territory nor in the Facilitation of Tax Evasion of any kind in any territory.
- 17.2. Both GBG and the Client shall take such steps as may be required to ensure that they are not liable under Part 3 of the Criminal Finances Act 2017 (Corporate Offence of Failure to Prevent Facilitation of Tax Evasion). Where relevant the Client shall take such steps to comply with any equivalent legislation relating to where the Client is situated. In particular, both Parties shall implement reasonable procedures to prevent the Facilitation of Tax Evasion by Persons Associated with the relevant Party whilst acting in that capacity.
- 17.3. Each Party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause.

- 17.4. Any breach of this clause shall be deemed a material breach of the Agreement that is not remediable.

## 18 ANTI-BRIBERY AND CORRUPTION

- 18.1. Both Parties shall:
- (a) comply with all applicable laws, statutes, regulations, relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“**Relevant Requirements**”);
  - (b) shall have and shall maintain in place throughout the term of the Agreement its own policies and procedures, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
  - (c) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by that Party in connection with the performance of the Agreement;
- 18.2. Both Parties shall provide such supporting evidence of compliance, including annual certification (if requested) as the other party may reasonably request.

## 19 MODERN SLAVERY

- 19.1. In performing its obligation under the Agreement, GBG shall ensure that all employees, workers, self-employed contractors or consultants or other representatives who are performing services on behalf of GBG, shall at all relevant times:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, codes and guidance from time to time in force including but not limited to those of the Modern Slavery Act 2015; and;
  - (b) comply with any GBG policy relating to modern slavery and/or human trafficking as required by GBG; and
  - (c) take all reasonable steps to ensure that slavery and human trafficking are not taking place in its business.

## 20 NOTICES

- 20.1. Notices required to be given under the Agreement must be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:
- (a) to GBG at its registered office address and marked for the attention of the Company Secretary;
  - (b) to the Client at the address to which the Client asks GBG to send invoices or the Client's registered office address (in the case of a corporate body).
- 20.2. Any notice shall be deemed to have been duly received:
- (a) if delivered by hand or by courier, when left at the address referred to in this clause 20;
  - (b) if sent by first class post, two Business Days after the date of posting.
- 20.3. This clause does not apply to the service of any proceedings or other documents in any legal action.

## 21 MISCELLANEOUS

- 21.1. Save where expressly provided for elsewhere in the Agreement, if either Party wishes to change the Agreement, the Parties agree that each Party will:
- (a) notify the other detailing the proposed change and the reason for it;
  - (b) discuss the proposed change;
  - (c) notify each other whether the proposed change is feasible and the likely financial, contractual, technical and other effects of the proposed change; and
  - (d) decide whether it agrees to the Agreement being amended to incorporate the change and notify the other Party.

- 21.2. Agreed changes to the Agreement will be recorded in writing and will form part of the Agreement when signed by authorised signatories of both Parties.
- 21.3. Subject to clause 21.4, neither Party may assign or transfer (in whole or in part) any of its rights or obligations under the Agreement, without the other Party's prior written consent (such consent not to be unreasonably withheld or delayed).
- 21.4. For the avoidance of doubt, GBG will not withhold its consent to a Client assignment unless the assignment:
- (a) would put GBG in breach of regulatory requirements;
  - (b) would put GBG in breach of its Data Supplier obligations;
  - (c) would conflict with the provisions set out in the Additional Terms; or
  - (d) is a competitor of GBG.
- 21.5. Notwithstanding 21.3, GBG may assign such rights and obligations to a GBG Group Company without consent.
- 21.6. Save where expressly stated in the Additional Terms, a person who is not party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of the Agreement.
- 21.7. The Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter.
- The Parties agree that:
- (a) neither Party has been induced to enter into the Agreement by any representation, warranty or other assurance not expressly incorporated into it; and
  - (b) in connection with the Agreement its only rights and remedies in relation to any representation, warranty or other assurance are for breach of contract and that all other rights and remedies are excluded, except in the case of fraud.
- 21.8. If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be

invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

- 21.9. The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of the Agreement, but all counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.
- 21.10. No failure or delay by a Party to exercise any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other remedy.
- 21.11. Unless otherwise stated herein, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any other rights or remedies provided by law.

## **22 GOVERNING LAW AND JURISDICTION**

- 22.1. By entering into the Agreement, the Parties warrant that they each have the right, authority and capacity to enter into and be bound by the terms and conditions of the Agreement and that they agree to be bound by these.
- 22.2. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and subject to clause 15 both Parties submit to the exclusive jurisdiction of the English Courts, save that GBG may elect to bring enforcement proceedings against the Client in the courts of any jurisdiction where the Client or any of the Client's property or assets may be found or located.



## Enterprise Hardware Software and Web Service Agreement

### SCHEDULE 1 - STANDARD SUPPORT SERVICES

This section only applies if the Order Form shows that Standard Support Services have been selected. If so, this Schedule 1 will apply in addition to the General Terms and any applicable Additional Terms. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

#### 1 DEFINITIONS

1.1. The following definitions apply to this Schedule 1:

**"Business Hours"** means the working hours in a Business Day being 0900 to 1800 GMT.

**"Document Library Support"** means the level of recognition, extraction and validation/authentication support provided by the Document Library.

**"IDscan Data Sample Service"** means the processing of Sample Data by GBG and the creation of the Document Library.

**"Pilot Site"** means access to the Service via a temporary link to the Web Service Interface for the sole purpose of testing any integration and assessing whether the Service meets the Client's business requirements.

**"Sample Data"** means image files, data and any other materials provided or otherwise made available to GBG by or on behalf of the Client including any Identity Documents as specified in the Order Form. This may include Personal Data on individuals such as the Client's employees and customers.

**"Technical Support"** shall mean provision of the Helpdesk and Support Ticketing System to assist with diagnosing, isolating and identifying problems in the Software, provision of remedies, workarounds and solutions for faults in the Software. Such solutions may be in the form of an Update to the Software or a temporary fix or patch until a new version/release of the Software can be installed.

**"Web Service Interface"** means the programmatic interface through which data is passed by the Client to the Service or the Service passes data to the Client.

#### 2 STANDARD SUPPORT SERVICES

2.1. Standard Support Services: shall include Technical Support and Document Library Support. All Standard Support Services shall be provided in accordance with the terms set out in this Schedule 1.

2.2. Support Ticketing System: GBG will provide the Client with access to the Support Ticketing System, which the Client may use for the purpose of reporting faults and making inquiries relating to the Software and Service. The Client can use the Support Ticketing System to contact GBG to report faults 24 hours a day, 365 days a year and to order services or make enquiries during Business Hours. GBG will provide the Client with a user guide containing more information about the Support Ticketing System.

2.3. Helpdesk: GBG will provide the Client with the contact telephone numbers and email address of designated contact points, which will be the Client's point of contact for discussing reported faults and making inquiries relating to the Software and Service. Helpdesk is available during Business Hours.

2.4. Hardware/Software fault reporting and fault repair:

(a) Any faults in the Hardware or Software need to be notified to GBG via the Helpdesk or Support Ticketing System by the

Client's System Administrator or any updated fault reporting process GBG requires the Client to use from time to time.

2.5. Priority: GBG prioritises incidents at the following four levels of incident severity:

- Priority one: Failure or degradation of one or more elements of the Software that are business or customer affecting, time-critical and for which no immediate work-around is available.
- Priority two: Failure or degradation of a single element of the Software that is business or customer affecting or which will become time-critical and for which a workaround is available but is unsatisfactory in the short term.
- Priority three: Failure of one or more components of the Software that has no immediate business impact and remains operational through a temporary or automated workaround, but requires a permanent replacement or solution to be developed.
- Priority four: Failure of a single component of the Software that is non-business affecting and remains operational through a satisfactory workaround and has been requested or is expected to be included as a fix, patch or features of the next release.

2.6. Hardware/Software Service Levels:

The following target resolution times apply in respect of each priority.

Category	Response Time	Remote Support	Time to Agreed Service Restoration	Time to Permanent Fix
Priority 1	30 mins	2 hrs	48 hrs	7 days
Priority 2	30 mins	4 hrs	72 hrs	14 days
Priority 3	24 hrs	48 hrs	14 Business Days	By the next new release
Priority 4	48 hrs	80 hrs	80 Business Days	By the next new release

2.7. Remote Access for Local Install: The Client acknowledges and accepts that remote access to the Software and its systems may be required for fault analysis and in order for GBG to provide a resolution to achieve the agreed service levels above. Where such access is not granted within in a timely manner the Client accepts that GBG may be unable to meet the target timescale described above.

2.8. Web Service fault reporting and fault repair:

If the Client reports a fault in the Service or makes a request for assistance, GBG will undertake an initial assessment, log the incident, provide a fault reference and discuss and agree with the Client a priority level. The following target resolution times apply in respect of each priority:

Priority	Description	Response after report	Target Clear time	Customer updates
P1	Service not operational and no interim solution is immediately available. Customer's production/business seriously affected.	15 Minutes	Within 4 hours of fault being reported to Helpdesk	1 hour
P2	Functionality of service impaired but service is otherwise operational.	60 Minutes	By end of next business day of the fault being reported to Helpdesk	2 hours
P3	The service is experiencing minor problems but is functioning substantially	4 Hours	Within 5 business days of fault being reported to Helpdesk	3 hours
P4	Minor problems with the service but does not impact the clients use of the service	8 Hours		
P5	This category includes requests about the functionality of service, general enquiries – not service affecting	8 Hours		

2.9. **Disclaimer:** GBG will always try to resolve any fault within the appropriate target clearance time, but the Client recognises and accepts that GBG may not be able to do so and that these times are only intended to be targets.

2.10. **Outside of Business Hours:** The Support Ticketing System will be available to receive reported faults outside of Business Hours. The target times will not begin until the start of Business Hours on the next Business Day. Faults that cannot be resolved by the GBG support team by the end of Business Hours on the Business Day that GBG acknowledges them will be put on hold until the start of Business Hours on the next Business Day.

2.11. **Updates:** As part of the Standard Support Services, GBG will provide the Client with Updates to the Software and Documentation at such time as the Update is produced and generally made available by GBG. The Client shall install any Update to the Software within 60 days of receipt of such Update.

2.12. **Unauthorised Repair:** If the Client attempts to perform unauthorised maintenance and/or repair services on the Software and, as a result, further work is required to restore the Software to proper operating condition, such work may be provided by GBG but if so, the Client shall pay GBG's reasonable Charges in accordance with the Professional Services Rate.

2.13. **Client Cause:** GBG shall have no obligation to provide the Support Services where the cause(s) of any fault in the Software have been identified by GBG as having arisen from any misuse or incorrect use of the Software by the Client; or any breach of Client's obligations under the Agreement.

2.14. **Non-Payment:** GBG reserves the right to suspend the provision of Standard Support Services in relation to the Software, in the event that any Charges are outstanding.

2.15. **Hardware Damage:** A fee (plus reasonable costs and expenses) will be chargeable if GBG is called out to the location and where the damage to the Hardware has been caused by the Client.

### 3 DATA SAMPLE SERVICE

3.1. The Client shall be responsible for delivering the Sample Data to GBG. GBG shall be entitled to use the Sample Data for the purposes of developing its software, improving its ability to identify, authenticate and validate Identity Documents and increasing the number of document templates included in the Document Library in accordance with the terms of the Agreement.

3.2. All Sample Data shall be provided to GBG in a readable condition and in the manner, quantity and form agreed between the Parties.

3.3. Sample Data must be sent to GBG via an SFTP transfer and may be scanned for viruses and malware. Any Sample Data that is found to contain such items will not be processed and the Client will be notified.

3.4. Reprocessing of any Sample Data required due to any fault on the part of GBG or its employees to exercise reasonable skill and care shall be made at GBG's expense, subject to the Client making available further copies of any Sample Data necessary for such reprocessing.

3.5. GBG shall not be liable for deletion or destruction of or for damage to the Sample Data transferred to GBG and the Client should retain duplicates of all Sample Data supplied.

3.6. Where Sample Data is provided to GBG in accordance with the terms of the Agreement, GBG will use its reasonable endeavours to use the Sample Data to create document templates and to add these new Identity Documents to the Document Library providing that:

- the requested document type is included in the category of Identity Documents covered by the Client's Licence;
- the document type passes GBG's criteria to be included in its roadmap as set out in clause 3.7 below; and
- GBG receives sufficient samples of suitable quality from the Client as part of the Client Information (typically 10 good quality scans of different Identity Documents of the same document type);
- the document language and character set is supported by the Software;
- the document is machine printed (where applicable); and
- for Identity Documents, the document is fully structured and have consistent layout and strict issuing control.

- 3.7. A document is deemed to be within the GBG roadmap regardless of its country of origin if the document is any of the following:
- (a) a national or federal government issued proof of identity document;
  - (b) a national or federal government issued licence document;
  - (c) a national or federal government issued residence permit/visa document;
  - (d) a national or federal government issued document routinely used to any member of the public; or
  - (e) a private entity issued document routinely used by a significant percentage of the public.
- 3.8. Document types that do not comply with the conditions for inclusion in GBG's roadmap as detailed in clause 3.7 may be subject to a Charge in order to be added to the Document Library.
- 3.9. GBG acknowledges that, save as set out in this clause 3, all Intellectual Property Rights in the Sample Data belong to and shall continue to belong to the Client. The Client grants to GBG a non-exclusive, royalty free licence to access, use, store, transfer and process the Sample Data for the purposes of creating document templates and adding such document templates to its Document Library during the term of the Agreement.
- 3.10. The Client agrees that GBG may retain a copy of the Sample Data provided to it in accordance with the Agreement for audit and record keeping purposes and to enable GBG to maintain the document templates following termination of the Agreement.
- 3.11. Notwithstanding the provisions at clause 3.9, the Client acknowledges and agrees that, to the extent that any record from the Sample Data is anonymised to create a document template, that all Intellectual Property Rights in the document template shall belong to GBG and may be retained and used by GBG during and after the term of the Agreement.
- 3.12. Nothing in the Agreement shall limit or restrict GBG's right to use, store, transfer and to distribute document templates created using the Sample Data and GBG shall be full entitled to make such document templates available to third parties as part of the Document Library and Service and to re-sell, sub-licence, transfer and/or disclose the document template to third parties by any means.
- 3.13. The Client warrants, represents and undertakes at the Contract Start Date and again each time it supplies Sample Data to GBG that:
- (a) it has the right to supply the Sample Data for the purposes set out in the Agreement and that the supply of the Sample Data to GBG for such purposes will not breach the rights of any third party or any Data Subject;
  - (b) it has all necessary registrations, licences and consents required in connection with the Sample Data to enable it and

GBG to perform its obligations and exercise its rights set out in the Agreement;

- (c) it will not supply information as part of the Sample Data which is false or misleading; and
- (d) the Sample Data will be supplied using reasonable care and skill and in accordance with the terms of the Agreement.
- (e) The Client will indemnify GBG and keep GBG fully indemnified against any liability, costs or expenses (including reasonable legal costs) incurred as a result of any third party making or threatening to make a claim against GBG, its Group Companies and/or its clients that its use of the Sample Data in accordance with the terms of the Agreement infringes that third party's Intellectual Property Rights provided that GBG notifies the Client promptly in writing of any claim;
- (f) makes no admission or compromise relating to the claim or otherwise prejudice the Client's defence of such claim; and
- (g) allows the Client to conduct all negotiations and proceedings in relation to the claim;
- (h) gives the Client all reasonable assistance in doing so providing that the Client pays GBG's reasonable expenses for such assistance.

#### 4. PILOT SITE

- 4.1. Upon request the Pilot Site will be provided for a fixed period of time ("**Pilot Access Period**"), detailed in the Order Form, which shall not exceed 6 months.
- 4.2. Access to the Pilot Site shall be allowed, at the discretion of GBG, without Charge up to an agreed figure ("**Monthly Pilot Volume**") provided that:
- (a) the Service is not being used for any productive or commercial purpose;
  - (b) the Service is only being used for processing the Client's existing Client Information;
- For the avoidance of doubt any usage in excess of the Monthly Pilot Volume will be charged in accordance with the Charges outlined on the Order Form.
- 4.3. The Client shall not make available the Pilot Site or any information derived by use of, reference to, or comparison with the Pilot Site to any person, or use of any of the same other than solely for the purpose of trialling the Service; nor shall the Client use the Pilot Site in the provision of any services to any other individual or organisation for gain or otherwise unless such use is specifically authorised in writing by GBG.
- 4.4. The technical specification and operation of the Pilot Site and the service levels, response times, support or maintenance provided in relation to the Pilot Site shall be at GBG's discretion.

## Enterprise Hardware, Software and Web Service Agreement

### SCHEDULE 2 - PROFESSIONAL SERVICES

This section only applies if the Order Form shows that Professional Services have been selected. If so, this Schedule 2 will apply in addition to the General Terms and any applicable Additional Terms. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

#### 1. DEFINITIONS

- 1.1. The following definitions apply to this Schedule 2.

**"Example Code"** means sample code provided by the Client to GBG to use as a template in integrating the Software into the Client's systems

**"Service Materials"** means any and all works of authorship and materials developed, written or prepared by GBG, in relation to the Professional Services (whether individually, collectively or jointly with the Client and on whatever media) which it is required to deliver to the Client pursuant to the Professional Services, including, without limitation, any and all reports, studies, data, diagrams, charts, specifications and all drafts thereof and working papers relating thereto, but excluding ordinary correspondence passing between the Parties.

#### 2. PROFESSIONAL SERVICES

- 2.1. GBG hereby agrees to provide the Professional Services to the Client in consideration of the Charges set out in the Order Form and upon these terms and conditions.
- 2.2. Nothing in the Agreement shall operate to prevent GBG from engaging in other professional, consultancy or project management activities.
- 2.3. The Client hereby authorises GBG and GBG's sub-contractors to have such access to the Client's premises, computers and IT systems and other facilities as is necessary in order to perform the Professional Services.
- 2.4. GBG may provide to the Client directly or give the Client access to Example Code. The Example Code is provided as an example to show how the service integration works. Should the Client use the Example Code in its systems, the Client does so at its own risk. The Example Code is provided "as is", without warranty of any kind, express or implied and in no event shall GBG be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the Example Code.

#### 3. GBG'S RESPONSIBILITIES

- 3.1. GBG warrants to the Client that the Professional Services:
- (a) will be provided in a timely and professional manner and that it shall use reasonable endeavours to provide the same in accordance with any Timetable (as defined in 6.1 below); and
  - (b) will conform to the standards generally observed in the industry for similar services and will be provided with reasonable skill and care.
- 3.2. GBG shall be fully entitled to use any skills, techniques, concepts or know-how acquired, developed or used in the course of performing the Professional Services in any way it deems fit and any improvements to GBG's existing products and/or service made or

#### 7. ALTERATIONS

developed during the course of the Professional Services, subject to the obligations of confidentiality detailed in the Agreement.

#### 4. CLIENT'S OBLIGATIONS

- 4.1. The Client shall:
- (a) make available to GBG such office and support services as may be necessary for GBG's obligations under the Agreement;
  - (b) ensure that its employees co-operate with GBG's reasonable requests in relation to the provision of the Professional Services; and
  - (c) promptly furnish GBG with such information and documents as GBG may reasonably request for the proper performance of the Professional Services.

#### 5. EXPENSES

- 5.1. The Charges for the Professional Services are exclusive of the travel, accommodation and subsistence expenses incurred by GBG and GBG's sub-contractors in attending the Client's premises to perform Professional Services and such expenses shall be invoiced separately by GBG and shall be paid by the Client within 28 days of receipt of an invoice. Where the Client cancels or rearranges a scheduled meeting GBG reserves the right to charge the Client for all accommodation and travel expenses that have been incurred by GBG.

#### 6. TIMETABLE AND DELAYS

- 6.1. Time of performance of the Professional Services is not of the essence. Where a timetable is agreed and appended to the Agreement (the **"Timetable"**), GBG undertakes to use reasonable endeavours to complete each element of the Professional Services by the date specified in the Timetable.
- 6.2. If GBG is prevented or delayed from performing any of the Professional Services for any reason which is not directly attributable to GBG's acts or omissions then, notwithstanding anything else contained in the Agreement:
- (a) if as a result any element of the Service Materials or any other deliverable is not completed by the date specified in the Timetable (where one is agreed) (or by any extended date agreed between the Parties) then any part payment of the Charges for the Professional Services due to be paid on the completion of that element (if any) shall be paid on the scheduled date for such completion (taking into account any extension of time agreed between the Parties) as distinct from the actual date of completion;
  - (b) the Client shall pay to GBG a reasonable sum in respect of any additional time spent and materials and computer time incurred as a result of any such prevention or delay; and
  - (c) the Client shall pay to GBG all other reasonable costs, charges, expenses and losses sustained or incurred by GBG as a result of such prevention or delay.
- 6.3. The Client shall pay to GBG a reasonable sum in respect of any additional time spent and materials and computer time incurred in connection with the provision to GBG of any inaccurate, incorrect or inadequate information or data by the Client or on the Client's behalf.
- 6.4. GBG shall notify the Client in writing without undue delay of any claim which GBG may have under paragraph 6.2 or 6.3 giving such particulars thereof as GBG is then able to provide.



- 7.1. If at any time the Client requires GBG to alter all or any part of the Service Materials, the Professional Services and/or any other deliverable under the Professional Services then the Client shall provide GBG with full written particulars of such alterations and with such further information as GBG may reasonably require. GBG may suggest alterations to the Client at any time, which the Client may then use as the basis for a request under this clause 7.1.
- 7.2. GBG shall then submit to the Client as soon as reasonably practicable a written estimate for such alterations specifying what changes (if any) will be required to the Charges hereunder and the Timetable (if applicable) and what adjustments will be required to the Service Materials (if applicable). Such Charges will be calculated in accordance with the Professional Services Rate.
- 7.3. Upon receipt of such estimate the Client may elect either:
- (a) to accept such estimate in which case the Agreement shall be amended in accordance therewith; or
  - (b) to withdraw the proposed alterations in which case the Professional Services shall continue in force unchanged.
- 7.4. GBG shall be entitled to charge a reasonable fee to the Client for considering such alterations and preparing the said estimate and if the Client's request for such alterations is subsequently withdrawn but results in a delay in the performance of any of the Service then GBG shall not be liable for such delay and shall be entitled to an extension of time for performing its obligations equal to the period of the delay.

- 7.5. GBG shall not be obliged to make any alterations to the Service Materials save in accordance with the procedure detailed in this clause 7.

## **8. FORENSIC DOCUMENT CHECKING SERVICE**

- 8.1. Where selected on the Order Form GBG will provide the Client with the Forensic Document Checking Service as and when requested. This will consist of a visual inspection of an Identity Document, initially processed by the Client using the Hardware and Software, and the provision of additional advice and support in relation to validity of such Identity Document.
- 8.2. The visual inspection carried out by the Forensic Document Examiner as part of the Forensic Document Checking Service will look at the common security features in passports (UK and Foreign), driving licences (UK and Foreign) and identity cards (Foreign) and will seek to identify whether a document is likely to be forged, counterfeit or fake.
- 8.3. The Client acknowledges and accepts that any guidance provided by the Forensic Document Examiner as part of the Forensic Document Checking Service is only intended to support the Client in its decision making process. Consequently, the Client is solely responsible for any decision it makes in relation to that Identity Document and for meeting its obligations in accordance with all applicable laws and regulations to which the Client is subject.

## Enterprise Hardware, Software and Web Service Agreement

### SCHEDULE 3 - EQUIPMENT FINANCE TERMS

This Schedule will apply in addition to the General Terms and any applicable Schedule where stated on the Order Form. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

Where the Order Form specifies that the Equipment is leased via a finance arrangement through Bluestone the following provisions shall apply in addition to the General Terms:

#### 1 DEFINITIONS

- 1.1 In these terms and conditions, unless the context clearly indicates otherwise:

**"Applicant"** means a Client that has submitted an application to GBG to lease the Hardware via a Finance Agreement.

**"Credit Acceptance"** means confirmation from Bluestone that the Financier is willing to enter into a Finance Agreement with the Applicant.

**"Equipment"** means Hardware or Software provided by GBG as set out in the Proposal.

**"Finance Agreement"** means a fixed term finance agreement entered into between the Financier and a Licensee, which facilitates the purchase of Equipment by the Financier from GBG and the leasing of that Equipment by the Financier to the Licensee.

**"Finance Payment"** means the Charges or charges payable by Bluestone for the purchase of the Equipment by Bluestone, the licence of the Software by the Client from GBG during the Finance Period only and for continued technical support as part of the Standard Support Services during the Finance Period only where the Equipment has been purchased by Bluestone and leased to the Client in accordance with this Schedule 3.

**"Finance Period"** means the term of the Finance Agreement.

**"Licensee"** means a Client who has entered into a Finance Agreement with Bluestone.

**"Proposal"** means a proposal by GBG to Bluestone introducing an Applicant for the purposes of obtaining finance.

#### 2 APPLICATION FOR FINANCE

- 2.1 GBG has an agreement with Bluestone which permits Bluestone to introduce the Client to a Financier to purchase Equipment from GBG for the purpose of leasing the Equipment to Licensees via a Finance Agreement.
- 2.2 Where requested by an Applicant, GBG shall submit a Proposal to Bluestone.
- 2.3 The Applicant shall provide GBG with all necessary information for GBG to submit the Proposal to Bluestone.

#### 3 CREDIT ACCEPTANCES

- 3.1 Bluestone shall undertake such credit checks as it deems necessary in relation to an Applicant to enable it to assess an Applicant's general standing and credit worthiness for the purposes of entering into a Finance Agreement with the Applicant.
- 3.2 The Applicant acknowledges and accepts that as part of GBG's submission of a Proposal that all details provided by the Applicant as part of the Proposal (including any relevant Personal Data) will be shared with Bluestone and that Bluestone shall utilise this data and information in accordance with clauses 3.1 and 3.3 of this Schedule 3.

- 3.3 The Applicant acknowledges that Bluestone may share its Personal Data with other organisations including credit reference agencies and various Financiers to prevent fraud and help make decisions about credit for the Applicant, and if appropriate, members of the Applicant's household, additionally to trace debtors, recover debt and prevent money laundering and fraud.
- 3.4 Bluestone and/or a Financier have the right to reject any Proposal without giving reasons for such rejection. In such circumstances GBG shall notify the Applicant promptly.
- 3.5 Should Bluestone secure finance for an Applicant, it will issue a Credit Acceptance and send to the Applicant (or GBG as agreed between the Parties) a Finance Agreement and any additional documentation required as set out in the Credit Acceptance for completion.
- 3.6 The Applicant shall sign and return a copy of the Finance Agreement to Bluestone for processing.
- 3.7 The risk of underwriting a Licensee's creditworthiness will be borne by Bluestone.
- 3.8 Bluestone and/or the Financier reserve the right to withdraw the Credit Acceptance at any point up to and including the point of activation irrespective of any signed documentation by the Applicant.

#### 4 FINANCE AGREEMENT

- 4.1 The Applicant shall notify GBG promptly following receipt of the Credit Acceptance, draft Finance Agreement and any additional documentation whether it wishes to go ahead and sign the Finance Agreement. In such circumstances, the Applicant shall ensure that the Finance Agreement and any additional documentation required by Bluestone has been fully and correctly completed and properly executed by the authorised signatory of Licensee referred to in the Finance Agreement.

#### 5 DELIVERY, RISK AND INSURANCE

- 5.1 GBG shall deliver the Equipment to the Licensee following signature of the Finance Agreement and the Agreement by the Licensee. On receipt of the Equipment the Licensee shall complete, sign and provide to GBG, a certificate of delivery and acceptance in the form agreed by Bluestone within 7 days. Should the Licensee fail to provide such certificate within this time period, it may result in GBG being unable to continue to provide the Equipment and/or GBG may accept such failure as the Licensee's complete satisfaction with the Equipment and the Equipment will be deemed accepted.
- 5.2 GBG warrants to the Licensee that, unless otherwise specified in the Agreement, the Finance Agreement or has been communicated to the Licensee (or as may be agreed between the Licensee, Bluestone and GBG), at the time of delivery the Equipment is new and unused and of satisfactory quality and reasonably fit for purpose.
- 5.3 Title in the Equipment shall pass to Bluestone and/or the Financier only upon full payment by Bluestone and/or the Financier of the Finance Payment.
- 5.4 Risk in the Equipment shall at no time pass to Bluestone and/or the Financier but shall instead pass directly from GBG to the Licensee at the time of delivery of the Equipment.
- 5.5 The Equipment shall at all times remain the property of Bluestone and/or the Financier and is provided to the Licensee solely on a rental basis in accordance with the terms of the Finance Agreement.

- 5.6 The Licensee shall have no right, title or interest in or to the Hardware save the right to possession and use of the Equipment as set out in the General Terms and this Schedule 3.
- 5.7 The Licensee warrants that it shall take all reasonable and proper care of the Equipment and that it shall at all times keep and maintain the Equipment in good and substantial repair, condition and appearance whilst it is in its possession in order to keep the Equipment in the same operating condition as it was on the commencement of the Finance Period.
- 5.8 The Licensee shall be solely responsible for any damage caused to the Equipment whilst in its possession apart from fair wear and tear.
- 5.9 The Licensee may not remove, alter, affix to, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment or any warnings or documentation thereon without GBG's prior written consent.
- 5.10 The Licensee must keep the Equipment within its possession and control at the location all times during the Finance Period. The Licensee must not change the location or move the Equipment at any time without the prior written consent of GBG.
- 5.11 The Licensee must not transfer the benefit of the Agreement or do anything which affects Bluestone's and/or the Financier's rights in the Equipment, including selling or disposing of the Equipment; or using the Equipment as a security for a debt or any other obligation.
- 5.12 During the Finance Period, the Licensee shall, at its own expense, provide and maintain insurance for the Equipment against all loss and damage, in an amount equal to the full replacement value of the Equipment and insurance to cover any third party or public liability risks arising directly or indirectly out of the possession or use of the Equipment. Such insurance shall comply with any terms specified in the Finance Agreement.

## **6 LICENSEE OBLIGATIONS**

- 6.1 The Licensee warrants that it shall at all times comply with its obligations to Bluestone/ and or the Financier in accordance with the terms of its Finance Agreement, including the payment of all rental payments and/or any other sum due under the Finance Agreement.
- 6.2 The Licensee warrants to GBG that the signatory of any documentation GBG submits to Bluestone on the Licensee's behalf was duly authorised to bind the Licensee and the Licensee has the power and capacity to enter into the relevant Finance Agreement. Where required by Bluestone, the Licensee agrees for GBG to undertake all necessary checks to ensure the identity of the entity entering in to the Finance Agreement together with the identity of the individual signing on behalf of such entity and the Licensee will provide to GBG all necessary information in order that such checks can be carried out. The Licensee agrees to provide a company email address in order that any documentation can be issued.
- 6.3 In signing the Finance Agreement, the Licensee warrants that it has had sufficient time to review the document and understands its obligations and liabilities.
- 6.4 Further, the Licensee warrants that all documentation it completes in relation to and including the Finance Agreement has been completed fully and accurately.
- 6.5 Notwithstanding the termination rights set out in the Agreement or the Finance Agreement, the Licensee acknowledges and accepts that on signing the Agreement and the Finance Agreement, it is bound by the terms and shall have no further rights to terminate the agreements.

## **7 CANCELLATION**

- 7.1 Bluestone is entitled to cancel a Finance Agreement without liability in the event that:
- (a) delivery and (if applicable) installation of the Equipment has not taken place within 30 days and/or the Licensee has failed to provide the certificate in accordance with clause 5.1 of this Schedule 3;
  - (b) prior to execution of the Finance Agreement by Bluestone if any of the following events occur:
    - (i) any distress, execution, diligence, pouncing, or other legal process shall be levied on or due against the Equipment or any part thereof or any premises where the same may be or any of the Applicant's goods or other property or the Applicant shall permit any judgment against it to remain unsatisfied for 7 days; or the Applicant (being an individual) shall die, have an interim or final bankruptcy order made against them or make, propose or negotiate any composition or arrangement with or assignment for the benefit of their creditors; or
    - (ii) the Applicant (being a body corporate) shall take any steps to enter into liquidation or administration or shall call any meeting of its creditors or shall have a receiver of all or any of its undertaking or assets appointed or shall be deemed by virtue of section 123 of the Insolvency Act 1986 to be unable to pay its debts;
  - (c) the Equipment value provided does not comply with independent prices checks carried out by Bluestone or a Bluestone authorised third party; or
  - (d) there are any material changes in the status of the Applicant/Licensee.

In such circumstances, GBG and/or the Licensee/Applicant shall notify the other immediately upon becoming aware of such cancellation.

- 7.2 In addition to the termination rights set out in the General Terms, GBG shall be entitled to terminate the Agreement in the event that:
- (a) Bluestone withdraws or terminates its Credit Acceptance or Finance Agreement with the Applicant/Licensee; or
  - (b) the Applicant/Licensee exercises any right to cancel or withdraw from the Finance Agreement (and does not elect to purchase the Hardware, Software and Service from GBG as a direct Client within 7 days from the date of cancellation).

## **8 RETURN OF EQUIPMENT**

- 8.1 On termination of the Finance Agreement, the Licensee shall return the Equipment to Bluestone (or to GBG where directed to do so by Bluestone) in accordance with the terms of the Licensee's Finance Agreement and the Agreement shall likewise come to an end.
- 8.2 Should the Licensee wish to access the Software, Hardware or Service following termination of the Finance Agreement, the Licensee shall be required to enter into a new agreement with GBG for such use.