

SAMPLE SERVICE SCHEDULE

SCHEDULE– SAMPLE SERVICE

This section only applies if the Order Form shows that the Sample Service has been selected. If so, this Schedule 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:

“**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.

“**Document Template**” means the templates that are created from Sample Data that enable GBG to classify, extract, and authenticate Identity Documents. The Document Templates do not contain any personal data.

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

“**Sample Data**” means image files, data and any other materials provided or otherwise made available to GBG by or on behalf of the Reseller including any Identity Documents as specified in the Order Form. This may include personal data on individuals such as the Reseller’s and your Reseller End User’s employees and customers.

“**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.

2 DATA SAMPLE SERVICE

- 2.1. The Reseller 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.
- 2.2. All Sample Data shall be provided to GBG in a readable condition and in the manner, quantity and form agreed between the Parties.
- 2.3. Sample Data must be sent to GBG via an SFTP transfer(should be compresses and password protected) and may be scanned for viruses and malware. Sample may also be collected from marked tenants. Any Sample Data that is found to contain such items will not be processed and the Reseller will be notified.
- 2.4. 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 Reseller making available further copies of any Sample Data necessary for such reprocessing.
- 2.5. GBG shall not be liable for deletion or destruction of or for damage to the Sample Data transferred to GBG and the Reseller should retain duplicates of all Sample Data supplied.
- 2.6. 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:
 - (a) the requested document type is included in the category of Identity Documents covered by the Reseller’s Licence;
 - (b) the document type passes GBG’s criteria to be included in its roadmap as set out in clause 2.7 below; and
 - (c) GBG receives sufficient samples of suitable quality from the Reseller as part of the End User Data (typically 10 good quality scans of different Identity Documents of the same document type);
 - (d) the document language and character set is supported by the Software;
 - (e) the document is machine printed (where applicable); and
 - (f) for Identity Documents, the document is fully structured and have consistent layout and strict issuing control.
- 2.7. 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.
- 2.8. Document types that do not comply with the conditions for inclusion in GBG’s roadmap as detailed in clause 2.7 may be subject to a Charge in order to be added to the Document Library.
- 2.9. GBG acknowledges that, save as set out in this clause 2, all Intellectual Property Rights in the Sample Data belong to and shall continue to belong to the Reseller and/or End User. The Reseller 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.
- 2.10. The Reseller 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.

- 2.11. Notwithstanding the provisions at clause 2.9, the Reseller 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.
- 2.12. 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.
- 2.13. The Reseller warrants, represents and undertakes (and shall ensure that its End Users 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 Reseller 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 customers 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 :
 - 1.1.e.1. GBG notifies the Reseller promptly in writing of any claim;
 - 1.1.e.2. makes no admission or compromise relating to the claim or otherwise prejudice the Reseller's defence of such claim; and
 - 1.1.e.3. allows the Reseller to conduct all negotiations and proceedings in relation to the claim;
 - 1.1.e.4. gives the Reseller all reasonable assistance in doing so providing that the Reseller pays GBG's reasonable expenses for such assistance.