



Licence Guide

12 December 2022

Loqate Capture (C)

Loqate Verify SaaS (C)



Purpose

This Licence Guide is provided alongside our Loqate Capture (C) and Loqate Verify SaaS (C) Product Terms. It summarises the most common licence types applicable to these Services. The purpose of this Licence Guide is to:

- enable you to ensure you are on the correct Licence (the scope of the Licence granted to you as specified in the Order Form).
- ensure you are aware of any restrictions and requirements applicable to your Licence.
- assist you in ensuring that you are licenced correctly on an ongoing basis.

This Licence Guide is not a sales or marketing document, it is an important part of your Licence with GBG. Unless stated otherwise, any defined terms shall have the same meanings as set out in your Agreement with GBG.

Our expectations

In order to advise you on the most appropriate Licence, your Customer Success Manager will need to fully understand how you are to use and deploy the Service.

As the Customer, it is your responsibility to ensure that you provide full details of how you intend to use the Service. Prior to accessing the Service, you must have read and understood the section of this Licence Guide that relates to your Licence. If, at any point, you have any questions about your Licence or if you suspect that you may not be licenced correctly, you must contact us immediately. We will provide clarification and / or help you to assess whether you need a different Licence and if appropriate adjust the Charges accordingly.

What are the different customer types?

In order to determine the appropriate Licence and contractual arrangements your Customer Success Manager will need to understand which company or organisation will be:

- using and / or integrating the Service;
- benefitting from the use of the Service, and
- receiving the Results of the Service or any data derived from the Results.

Based on the information provided, your Customer Success Manager will consider if you fall within one of the following customer types:

- (i) Direct (Own Use) – this model should apply to most of our Customers. It applies to those Customers who access the Service themselves for their own benefit only. Please note that group companies are classed as third parties and cannot benefit from the Service.

- (ii) Direct (Group Company Use) – in most cases it is better to contract with each group company separately under a single set of shared General Terms. In some limited circumstances where the use or benefit of the Service is shared amongst a wider group of companies a Group Company Use model may be applicable.
- (iii) Channel Partner – where the Service is used or accessed by a third party or the Results are generated solely for the benefit of a third party, then it is likely you will be acting as a Channel Partner. See below section on White Labels and Cloned URL's for Channel Partners set out below. If you wish to use the Service for the benefit of others, please contact your Customer Success Manager to discuss Channel Partner options.

What are the different Licence Models?

Licence Models Summary

More detail around the various Licence Models are set out below but, in summary, Customers may pay for the Service on the basis of a fixed price Licence limited by the number of Domains the Service can be incorporated on, the number of Transactions that may be carried out or in the case of Capture the number of Authorised Users. Alternatively, in some cases, Customers may pay for the Service on a Per Transaction basis or combine a Transactional Cap with one of the other Licence Models.

Models marked with (C) apply to Capture and with (V) apply to Verify

- **Per Domain (C) (V)** - a Licence based on the number of Domains a Customer is permitted to incorporate the Service on, in accordance with the terms of the Agreement, subject to any restrictions on the number of Domains set out in the Order Form. The Customer may license on the basis of a Per Domain Model with a Transactional Cap which sets a permitted number of Transactions that may be carried out by the Customer in respect of each specific Domain.
- **Per Named User (C)** – a Licence based on the number of permitted named Authorised Users who have access to the Service in accordance with the terms of the Agreement, subject to any restrictions on the number of named Authorised Users set out in the Order Form.
- **Transactional Model with Transactional Cap (C) (V)** - A licence model based on the number of permitted Transactions that may be carried out by the Customer using the Service, subject to any restrictions on the number of permitted Transactions set out in the Order Form and, where relevant, the type of Licence purchased by the Customer. A Transactional cap may be used together with any of the other Licence models set out above.
- **Transactional Model – Credit Pack / Prepayment (C) (V)** - A licence model whereby the Customer pays a transactional rate for the use of the Service for each Transaction / record processed. Each Transaction/record processed will have its own unit rate which will be set out on the Order Form. Customers paying for the Service on the basis of a Transactional Model must purchase a prepaid Credit Pack to cover such usage as a Prepayment.

- **Testing and Development (C) (V)** – If the Customer wishes to use the Service for the purpose of developing or testing an API integration or any other development activity that affects the product environments usage, Licence or configuration, the Customer must purchase a dedicated Testing and Development Licence, described in more detail below.

Ongoing compliance

As part of GBG's ongoing compliance program, we undertake yearly licence reviews in the form of a Licence declaration form. Such forms are provided to you prior to renewal and must be returned to GBG within the timeframe stipulated. It is your responsibility to:

- review and identify the quantity and types of licences in use. If you have any difficulty gathering this data or if there are any questions in relation to the information gathering stage, they must be submitted to GBG within a reasonable period prior to the renewal.
- keep accurate and up to date records of your (or any third-party, Users or End Users) current usage including, where relevant, the number of Authorised Users, and/or Domains.

As set out in the section on Customer Types above, GBG's Licences are typically one Licence per Customer contracting entity and therefore, if the Services are to be used by, or for the benefit of, any entities other than the Customer named on the Order Form, you must notify GBG as you may need an alternative Licence or Agreement. **For the purpose of our standard Direct (Own Use) Licence, group companies are classed as third parties and cannot benefit from the Service.**

Licence Models in Detail:

Per Domain Model (Capture & Verify)

What is a Per Domain Model Licence?

Many organisations incorporate GBG products into their website to make online transactions easier for their consumers. These organisations can either choose to manage the use of the Services by paying for the Service on a “Per Transaction” basis (see the description of the Transactional Model for more information) or, for organisations with large volumes of online transactions, it can be more cost effective and easier to purchase a Per Domain Model Licence.

A “Domain”, for these purposes, is defined as a website, application or other remotely enabled means of a Customer communicating with its consumers regarding the sale of goods and services made generally available to such consumers.

This Licence is only applicable where the Service is integrated with a Customer domain (i.e. to support a self-serve consumer journey where data is captured online and submitted by the individual consumer). This Licence type does not cover data entry carried out by Customer employees, agents or contractors which would need to be governed under a Per Named User Licence or a Transactional Licence.

The Per Domain Model Licence is usually sold subject to a Transactional Cap of a high volume of permitted Transactions that the Customer is entitled to carry out in respect of each specific Domain. The number of permitted Transactions are valid for use of the Service in the 12-month period to which they apply and cannot be carried forward into subsequent years. Where the Customer exceeds the number of permitted Transactions stated in the Per Click section on the Order Form, they will be Charged on the basis of the Transactional rate set out in the Order Form.

Ownership of a Domain

It is vital that any Domains licenced under this model are legally owned by and controlled by the Customer that is purchasing the Service and has signed the Order Form. A Per Domain Model licence shall cover all URLs that sit under the registered domain – for example: if a customer licenses the Service to be used on “www.examplewebsite123.co.uk”, its licence will also cover use on the following: “www. examplewebsite123.ie” and/or “www. examplewebsite123.com” provided that all relevant URLs are legally owned and controlled by the Customer.

As set out in the section on Customer Types above, GBG’s Licences are licensed per contracting entity and therefore, if the Services are to be used by, or for the benefit of, any entities other than the Customer named on the Order Form, you must notify GBG as you may need an alternative Licence or Agreement. For the purpose of our standard Direct (Own Use) Licence, group companies are classed as third parties and cannot benefit from the Service.

Use of the Service for Domains or brands not owned by, and under the control of, the named Customer or for which the named Customer is not the controller is not permitted for Direct Customers. This includes access through IFrame environments (a HTML document embedded inside another HTML document on a website), white labelling of websites for business customers, partners, affiliates and/or parent, subsidiary or group companies.

Customers who want to offer services to additional third parties or allow access to third parties through websites using white labelling or cloned URLs must be licenced via an alternative mechanism, details of which can be discussed with your Customer Success Manager, and will be charged accordingly.

White Labels and Cloned URLs for Channel Partners

White labelled websites that have a brand and identity applied that is a different name to the company operating are classed as “White Labelled Domains”, often these sites will use URL cloning (“Cloned URL”) to provide consumers with a seamless experience to purchase goods and services.

These environments can be licenced under a Per Domain Model but any company operating on this basis would be classed as a Channel Partner and therefore cannot purchase the Service on a Direct (Own Use), or Direct (Group Company Use) contract. In addition, the Channel Partner must declare all White Labelled Domains. Any Domain that is not owned or managed by the Channel Partner must be declared even if it sits on the Channel Partner’s infrastructure or is a Cloned URL. All such Channel Partners must contact GBG to be licenced in the correct way and will be charged accordingly.

High Use Threshold

Please note that if Transactions under a Per Domain Model Licence exceed 10 million Transactions per year, then a high use threshold licence fee will automatically apply on top of the original Charges.

The high use threshold fee, unless otherwise agreed, will be charged at the same rate as set out in the Order Form and, for the avoidance of doubt, is payable in addition to the original Licence Fee.

Named User Licence Model (Capture only)

What is a Per Named User Model Licence?

Authorised Users are individuals who are authorised to have access to the Service. Each Per Named User Model Licence is assigned to an individual Authorised User being a person and not a device. Therefore, Per Named User Model Licences are not transferable to any other person who accesses or shares a device, computer or work-station. Consequently, Per Named User Model Licences must not be set up using generic or master login names. Only one Per Named User Model Licence is needed for each individual that accesses the Service, therefore the named individual may install the Service on a number of devices that they access, providing that only one device is used to access the Service at any one time. Per Named User Model Licences permit internal use of the Service only (such as to allow data entry carried out by Customer employees, agents or contractors) and does not cover use on public facing systems or websites which would need to be licenced on a Per Domain or Transactional basis.

Assigning and Tracking Named User Licences:

All Per Named User Model Licences must be assigned to an individual named Authorised User. This information must be recorded and tracked by the Customer. The tracking of licences ensures licence compliance and avoids over or under licencing. It also assists with annual declarations and ensures our Customers have all the required information available for audit purposes.

In certain circumstances, GBG will allow the transfer of Per Named User Licences during the Licence period. Specifically, under the following circumstances, a Named User Licence may be re-harvested permanently or temporarily.

- Employee leaves your organization
Any Licence assigned to an employee who leaves the business can be assigned to a new employee during the applicable year, rather than procuring an additional Named User Licence for the incoming team member.
- Employee on Maternity/Paternity Leave/ or other extended leave of absence
If during the relevant Licence period, an Authorised User who has been assigned a Per Named User Licence goes on maternity leave, paternity leave or has an extended leave of absence (for example long term sick leave or sabbatical) and is replaced temporarily by another team member, it is possible to reassign that Named User Licence to the person providing temporary cover until the original Authorised User returns to work. Although, during the Licence period two individuals will have had access to the solution, GBG is comfortable that only one Per Named User Licence is required, providing that GBG is notified, and the Licence is not used by more than one individual at the same time. This exception is not intended to apply to short term sick leave, absence or holiday.

Transactional Licence Models (Capture and Verify)

Transactional Model with Transactional Cap

The Transactional Model with a Transactional Cap is a licence based on the number of permitted Transactions that may be carried out by the Customer using the Service. The Customer pays a specified charge for a set number of permitted Transactions for each Per Click Dataset shown on the relevant Order Form. This may include a Fair Usage Buffer or overage rate to enable the Customer to maintain uninterrupted access to the Service in the event that the Customer needs to exceed the specified number of permitted Transactions, if specified and agreed in the Order Form. The number of permitted Transactions is valid for the use of the Service in the 12-month period to which they apply and cannot be carried forward into subsequent years.

A Transactional Cap may be combined with either the Per Domain Model (in which case this would be shown again Per Click Datasets on the Order Form) or the Per Named User Model.

Transactional Model - Credit Pack / Prepayment

Transactional Model (Credit Pack / Prepayment) is where the Customer pays a transactional rate for the use of the Service and Per Click Datasets were selected on the relevant Order Form. Customers paying for the Service on the basis of this Transactional Model must purchase a prepaid Credit Pack to cover such usage as a Prepayment. All Charges for the use of the Service on a Transactional Model will be deducted from the Prepayment on a monthly basis, in accordance with the unit rate for the particular Per Click Dataset, until the Prepayment is used up.

Prepayments are valid for use of the Service in the 12-month period to which they apply and may not be carried over into subsequent years.

When the Prepayment has been used up the Customer is to purchase an additional Credit Pack to cover its usage to continue to use the Per Click Datasets and / or to use the Service on the basis of the Transactional Model.

Testing and Development Licence (Capture and Verify)

GBG has designed specific Licence keys to allow our Customers the ability to develop and test any API integration or to carry out any other development activity that affects the product environments usage, Licence or configuration. This process is designed to protect our Customers from potentially breaching the terms of the Agreement or encountering over usage Charges for activity being undertaken in a test environment; for example, load testing which typically generates a significant number of Transactions.

Any test and development environments must first be approved by GBG and issued a dedicated Test and Development licence key. Normal production licence keys must **NOT** be used under any circumstances for testing or development purposes, if this process is not followed and over usage occurs then the full amount will be due in line with GBG standard Charges.