Minimum Terms for Intermediary Clients (Data Processors)

The minimum terms to be accepted by Clients before accessing data provided within The Software Bureau's Home Mover Location and/or Suppression products.

The Client acknowledges and agrees that Home Mover Location and Suppression data is licensed to The Software Bureau Limited (tSB) by our data providers ("Licensors"). The use by the Client of data derived from Home Mover Location and/or Suppression data ("Product Data") is subject to the following terms ("Minimum Terms"):

1.   Definitions:
"Agreement" The Licensor's agreement with The Software Bureau Limited under the terms of which the Licensor licenses the Client to use Product Data to create, modify, provide and/or enhance Client Databases;
"Confidential Information" Any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the Licensor, the Client or their respective Group Companies in or on any medium or format.
"Client" means the bureau or other intermediary which intends to use the Products and Updates for and on behalf of its third party clients.
"End User" the individual, company or other legal entity which is the owner or licensor of the Client Database.
"End User Terms" means the terms upon which an End User is permitted to use the Product Data in the form annexed hereto
"Client Database" an electronic compilation of prospect and customer records owned or authorised for use by the Client's End User
"Product Data" Details of individuals with postal addresses within the UK who have moved and details of individuals with postal addresses within the UK who have died and details of the new occupiers at the same postal address from where an individual has moved or died
and details of the new postal address of an individual who has moved.

2. Permitted Use
2.1 The Client shall not use Product Data for any purpose other than to suppress and infill customer files belonging to the Client's third party clients who may use Product Data solely for its internal business purposes (subject to the End User Terms if such third party client is an End User) or to suppress and infill client files (subject to Bureau Terms if such third party client is itself a provider of Services) and in particular:
2.1.1 to identify, suppress and/or flag for suppression purposes or match Product Data to a record on a third party client's customer or prospect database and (if applicable) append an indicator ("Permanent Flag")
2.1.2 only where an individual has been identified in such customer data as having moved, provide the name of the new occupier relating only to the address(es) to permanently update such customer data.
2.1.3 only where an individual has been identified in the customer data as having moved, provide the new address(es) of those identified as having moved to permanently update such customer records.
2.2 The Client shall procure that any End User shall not use Product Data for the following purposes:
(a) on any laptop or other such portable computer;
(b) for the purpose of assessing creditworthiness (other than for the analysis or pre-screening of its customers);
(c) for sub-licensing, selling or otherwise disclosing or making available such Product Data to any third party acting as a credit reference agency or as a supplier of information used for assessing creditworthiness other than for the analysis or pre-screening of its prospects or customers);
(d) in the case of relocations and new occupiers derived from the Product Data for contacting anyone other than an existing customer; or
(e) for debtor tracing
2.3 The Client shall ensure that any End User accepts the End User terms and provide evidence of such acceptance to the Client.
2.4 The Client shall ensure that any third party client who is itself a bureau or other intermediary accepts these Bureau Terms.
2.5 The Client shall not
2.5.1 sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Product Data other than as permitted in condition 2.1;
2.5.2 nor shall permit any third party to reverse engineer or de-compile the Product Data without the prior written consent of the Licensor or as otherwise permitted by law;
2.5.3.only take such copies of the Product Data as are reasonably required for the use of the Product Data in accordance with this Agreement;
2.5.4 Perform its obligations or otherwise use the Product Data on any laptop or other such portable computer.

3. Nature of Services
3.1. The Product Data and any information derived therefrom is not intended to be used as the sole basis for any business decision and is based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for the Licensor to guarantee.   The Licensor is therefore not able to accept any liability for:
3.1.1 any inaccuracy, incompleteness or other error in the Product Data which arises as a result of data provided to the Licensor by any third party;
3.1.2.any failure of the Product Data to achieve any particular result for the Client.

4. Compliance and Audit
4.1. The Client shall in connection with the provision or use of the Product Data comply with all legislation, regulations, and other rules having equivalent force which are applicable to that party.
4.2. In addition to the general obligations under Clause 4.1 the Client shall:
4.2.1. notify all relevant details of any processing of Personal Data to the ICO as set out in the DPA and only process such Personal Data in accordance with the terms of its notification under the DPA;
4.2.2 .comply with its obligations in respect of the rights of the individuals to whom the provision of the Services relates as set out in the DPA (including the data protection principles referred to in the DPA).
4.3. The Client warrants that it shall take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to personal data derived Product Data.
4.4 .The Client shall permit the Licensor once in every twelve month period upon 5 working days' notice and during normal working hours to audit the Client's compliance with its obligations under this Agreement in relation to the use of any data or other materials.

5. Confidentiality
5.1 .The Client shall, in respect of the Confidential Information for which it is the recipient:
5.1.1 .keep the Confidential Information strictly confidential and not disclose any part of such Confidential Information to any person except as permitted by or as required for the performance of the recipient's obligations under this Agreement;
5.1.2 .take all reasonable steps to prevent unauthorised access to the Confidential Information;
5.1.3not use the Confidential Information other than for the purposes set out in this Agreement.
5.2. The Client may disclose the Confidential Information to, and allow its use in accordance with this Agreement by, the following provided that it shall procure that any party to whom it discloses Confidential Information shall observe the restrictions this Clause 5:
5.2.1. employees and officers of the recipient who require it for the recipient to perform its obligations under this Agreement;
5.2.2 .the recipient's auditors and professional advisors solely for the purposes of providing professional advice.
5.3The restrictions in Clause 5.1 do not apply to any information to the extent that it:
5.3.1.is or comes within the public domain other than through a breach of Clause 5.1; or
5.3.2.is in the recipient's possession (with full right to disclose) before receipt from the other party; or
5.3.3.is lawfully received from a third party (with full right to disclose); or
5.3.4.is independently developed by the recipient without access to or use of the Confidential Information; or
5.3.5.is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body or in accordance with the rules of any recognised stock exchange.

6.Intellectual Property Rights
6.1.All Intellectual Property Rights in the Product Data and all data created therefrom will remain vested in the Licensor (or its relevant licensors) and to the extent that any rights in such materials and data vest in the Client by operation of law, the Client hereby assigns such rights to the Licensor.
6.2.The Client:
6.2.1.acknowledges and agrees that it shall not acquire or claim any title to any of the Licensor's Intellectual Property Rights (or those of the other party's licensors) by virtue of the rights granted to it under this Agreement or through its use of such Intellectual Property Rights;
6.2.2.agrees that it will not, at any time, do, or omit to do, anything which is likely to prejudice the Licensor's ownership (or the other party's licensors' ownership) of such Intellectual Property Rights;

7.Limits on Liability
7.1. The Client shall not exclude or limit its liability for any of the following (and nothing in this Agreement shall be construed as excluding or limiting such liability):
7.1.1.for personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors;
7.1.2.for breach of Clause 5;
7.1.3. for any intentional breach of Clause 2.2.1;
7.1.4.for any matter for which it would be illegal for the Client to exclude and/or limit, or attempt to exclude and/or limit, its liability; or
7.1.5.for its fraud.
7.2.The liability of the Licensor to the Client in respect of any claims (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) brought under or in connection with this Agreement shall be limited to the value of the software contract between the Licensor & the Client.

7.3.The Licensor shall not be liable to the Client (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:

7.3.1.any indirect or consequential loss;

7.3.2.the following types of financial loss; loss of profits; loss of earnings; loss of business or goodwill; even if that party had notice of the possibility of the other party incurring such losses.

7.3.3 the following types of anticipated or incidental losses; loss of anticipated savings; increase in bad debt; failure to reduce bad debt; even if that party had notice of the possibility of the other party incurring such losses.

8. **Termination**

8.1. These terms shall cease to apply automatically upon termination of the Agreement.

8.2.The Client shall promptly return the Confidential Information of the Licensor;

8.3.The Client shall, at the Licensor's request either return the Product Data in its possession or destroy such materials and, if destroyed, provide a certificate stating that such materials have been destroyed.

9.1 The rights conferred by this agreement are for the benefit of the Client and the Licensor only and will not be granted to or enforceable in any way by any other third party.