

## **Licence Agreement for the use of Data**

between  
Experian Ltd

of

Talbot House, Talbot Street, Nottingham NG80 1TH  
(hereinafter referred to as "the Licensor")

and

The Experian QAS customer  
(hereinafter referred to as "The Licensee")

### **1. Definitions**

"Licensee" means the customer using this Data incorporated into a Experian QAS product and as named in the Experian QAS order confirmation form

"Experian QAS" means Experian QAS Ltd whose main trading address is George West House, 2-3 Clapham Common North Side, London SW4 0QL United Kingdom

Words and expressions defined in the Experian QAS Licence Terms and Conditions ("the Agreement") shall bear the same meaning herein and shall be incorporated by reference

### **2. Licence Grant**

- 2.1 The Licensee is granted a personal non-exclusive licence ("the Licence") by the Licensor to use the Data only for the Licensee's own internal business use in conjunction with the Licensed Programs in accordance with the terms of the Agreement and this Licence.
- 2.2 Experian QAS is authorized by Licensor to manage this Licence on their behalf including monitoring your compliance with the terms and conditions of this Licence and all financial matters.
- 2.3 Experian QAS reserve all rights not expressly granted to Licensee.

### **3. Duration**

- 3.1 This Licence commences on the date on which the Agreement (of which this Licence forms part) commences and continues until termination of the Agreement.

### **4. Intellectual Property Rights**

- 4.1 All Intellectual Property Rights in the Data remain vested in the Licensor (or the Licensor's licensors). To the extent that any rights in such data and materials vest in the Licensee by operation of law, the Licensee, where the rights are of the nature of copyright and/or database rights hereby assigns such rights to the Licensor and, in the case of all other rights, agrees to assign the same to the Licensor. In any event, the Licensor will do such things as are necessary or desirable to vest all such rights in the Licensor. The Licensee will notify the Licensor promptly upon becoming aware of any unauthorised use of the Data
- 4.2 The Licensee shall not acquire any claim or title to any Intellectual Property Rights of the Licensor by virtue of the rights granted to it under this Agreement and the Licensee further agrees that they will not, at any time, do, or omit to do, anything which prejudices the Licensor's ownership of such Intellectual Property Rights
- 4.3 The Licensee shall not remove any proprietary notices of Licensor or Experian QAS placed on the Data or Licensed Programs or on reports generated through the use of the Data or Licensed Programs or on any media on which the same are supplied.
- 4.4 This Licence does not grant or imply any grant of a licence to use any trademark owned by Licensor.

4.5 The provisions of this clause shall continue to operate after the termination of this licence.

## **5. Licence Restrictions**

5.1 The restrictions on use set out in Clause 8.9 of the United Kingdom (Standard Terms and Conditions for purchases and/or renewals post 1st April 2010) as found on the website at <http://support.qas.com/legal.htm> apply to the Data as if they were set out here in full.

5.2 The Licensee may not use the Data in connection with any immoral or unlawful purpose or for reasons which offend decency or taste. The Licensee will prevent use of the Data where reasonably required by the Licensor to do so to comply with the law or in the interests of taste, public policy or for other legal reasons.

5.3 For the avoidance of doubt this Agreement shall not entitle the End User to:-

5.3.1 provide any Data to any competitor of the Licensor and/or any organisation listed in Appendix 1;

5.3.2 to use the Data for direct marketing purposes where "direct marketing purposes" shall mean the use any of the Data in a single or multiple selections in connection with the offering for sale of the products and/or services of the Licensee by bulk post, SMS, electronic mail and/or telephone (including automated calling systems). For the avoidance of doubt, the foregoing shall not prohibit the Licensee from using the Data for the purposes of cleaning and/or verification of their marketing databases;

5.3.3 create using the Data any business directory, telephone directory or classified advertising directory in any media or format

## **6. Fees**

Experian QAS will include in its initial and renewal licence fees invoiced to you, an amount for the fees due to Licensor for use of Data. Payment by Licensee to Experian QAS of their invoices discharges your liability to Licensor for the relevant initial and renewal licence fees.

## **7. Termination**

If any agreement between Licensor and Experian QAS, or between Experian QAS or Experian QAS' agents and the Licensee (of which this Licence forms part) for the provision of the Data or services or products incorporating Data is terminated, this Licence will automatically be terminated.

## Appendix 1

118 Information Ltd	H M Customs and Excise
192.com	Hemscott
Access Place	Hull Colour Pages
ACS	ICC Company Information Services Limited
Acxiom UK Limited	ICSM
AFD Software Limited	IFG Technology & Development
AIG	Info UK
AOL	Information Arts
AON	InfoUSA
Aronova	Inteligent Data Services
Arrow Internet Services	Jordans
Ask	Kelkoo
Atradius	KGB Group (inc 118118)
Babel Telecom Ltd	Labworks
BASMA	Landmark
Bergal	LB4 (IOM)
Best of	LBM
Bisnode Informatics	Lexis Nexis
Bloomberg L P	LM Group
Blue Sheep Ltd	Local Group
Bluesheep	LSSI
Bounty	Mardev
British Information	Market Location Limited
British Telecom PLC	Marketscan Limited
Bureau Van Dijk	MI International
Business Data Sales Limited	Miller Freeman
Business Market Analysis Limited	Mini Web
Business to Business Direct Limited	Mobile Commerce
Cabinet Maker	Moody's
CACI Limited	Mope
Call Credit	MPDS Limited
CallCredo	MyVillage
Cambridge Search Engine	N2Check
Canduu	Navigation Technologies
Central Index	NHB Heller
Checkit (UK) Ltd	OneSource
Citipages	Oodle
CMypitch	Orange Local
Coface	ORT
COFACE	PC Plus Computer GMBH
Company Watch	Perfect Information
Compuserve	Perform Group
Conduit	PhoneLink Plc
Copernic	Planet Telecom
Credit Assist	Point X
Creditreform	Presel
CreditSafe or any of its corporate parents	Primark
CRIFF	Prime Location
CWC (Cable & Wireless Communications PLC)	Proactive Data & Information
Data Discoveries	Problem Property solved
Data HQ	Prodat Systems Plc
Desperate Seller	Property Intelligence PLC

Dialog Corporation plc	Prospect Swetenhams
Disclosure	Reed Business
DnB or any of its subsidiaries or global corporate parents	Reed Elsevier PLC
Domainwise Ltd	Referro
Dot Zinc Ltd	Reuters Ltd
Dow Jones & Co Inc	Right Move
Dudley Jenkins Plc	Rocket Science
Dun & Bradstreet Limited	Royal & Sun Alliance
Eagle Mailing Ltd	S&P
Ebay	Safe Information Group
E-Directory.co.uk	Scoot.Com PLC
EMAP PLC	Selectabase
Equifax	SIFT
Equifax (Europe) Limited	TDS Group Limited
Equifax (UK) Limited	Teledata Projects Limited
Euler Hermes	Telegate
Facebook	Tele-Pages
Factiva	The Workx
Financial Times – FT Business Enterprises Ltd	Thomson Directories
Fitch Ratings	Thomson Financial Services
Freeserve	Thomson Reuters
Fusive	touch.co.uk
GB Mailing Systems Limited	Tracesmart
Genieknows	UpMyStreet Limited
Gerling Namur	Varitas Gmbh
GMG	Veratis
Good Pub Guide	Webraska
Google	Wegener
Graydon or any of its global corporate parents	Yahoo
Graydon UK Ltd	Yell Ltd
Green Triangle	Yell.com PLC