

EXPERIAN LIMITED: TERMS AND CONDITIONS OF PURCHASE OF SERVICES 2021

1 APPLICATION OF THESE TERMS

- 1.1 The terms and conditions comprised in this Agreement are the only terms and conditions upon which Experian is prepared to deal with the Supplier and they shall govern the Agreement to the entire exclusion of all other terms or conditions.
- 1.2 Each Purchase Order from Experian to the Supplier shall be deemed an offer by Experian to purchase the Services subject to the terms and conditions of this Agreement. No Purchase Order shall be accepted until the Supplier accepts the offer either expressly by giving notice of acceptance, or impliedly by fulfilling the Purchase Order (in whole or in part).

1.3

If there is any conflict or inconsistency between the various documents forming this Agreement, the following order of precedence shall apply to the extent of any conflict or inconsistency (the first mentioned documents prevailing over the later mentioned documents):

- 1.3.1 the Schedule;
- 1.3.2 these Terms and Conditions; and
- 1.3.3 the Supplement; and
- 1.3.4 the Purchase Order.

2 MATERIALS

- 2.1 The Supplier shall, at its own expense, supply everything necessary for provision of the Services except as otherwise agreed in writing between the Supplier and Experian.
- 2.2 All materials including any drawings, designs, patterns, samples, specifications and photographs (any of which may be in electronic form) made available by Experian to the Supplier in connection with this Agreement shall be and remain the property of Experian and the Supplier shall:
- 2.2.1 keep those materials in good order and condition;
- 2.2.2 use those materials only for the purposes of this Agreement;
- 2.2.3 return those materials upon Experian's request at any time or, if no request is made, upon completion of this Agreement.

3 PERFORMANCE

- 3.1 The Supplier shall:
- 3.1.1 provide the Services and Deliverables to Experian pursuant to this Agreement; and
- 3.1.2 in carrying out the Services, comply with any reasonable instructions given by Experian.

4 WARRANTIES

- 4.1 Without prejudice to any other right or remedy available to Experian, the Supplier warrants, represents and undertakes to Experian that:
- 4.1.1 it has obtained and will continue to hold all necessary licences, consents, permits and agreements required for the provision of the Services and the exercise by Experian of the rights granted by the Supplier to Experian under this Agreement;
- 4.1.2 the Services will be performed by appropriately qualified and trained personnel with all reasonable care and skill in accordance with Good Industry Practice and this Agreement;
- 4.1.3 the Services and Deliverables will conform with all descriptions and specifications provided to Experian by the Supplier including as set out in the Schedule and be provided in accordance with the Timetable and with all applicable legislation from time to time in force;
- 4.1.4 any Deliverables provided shall be free from material defects in design, material and workmanship; and
- 4.1.5 use of the Services and/or any Deliverables by Experian will not infringe any Intellectual Property Rights of any third party.
- 4.2 Both parties warrant that they have the full power and authority to enter into this Agreement.

5 CHARGES

- 5.1 The price payable for the Services and Deliverables shall be as stated on the Purchase Order or in the Schedule, and unless otherwise stated shall be exclusive of any applicable value added tax (which shall be payable by Experian subject to receipt of a VAT invoice).

1 协议条款的适用

- 1.1 本协议包含的条款是益博睿准备与供应商交易的全部条款及条件，本协议以所包含的条款及条件为准并排除其他任何条款及条件的适用。
- 1.2 益博睿发给供应商的任一订单均应被认为是益博睿根据本协议条款为购买服务所发出的要约。直至供应商通过明确发出接受通知的方式或通过默认完成订单（包括全部或部分）的方式接受要约时，订单应视为被承诺接受。

1.3

若组成本协议的各种文件出现矛盾或不一致的情形，则应适用以下优先顺序来解决出现的矛盾与不一致（以下先列明的文件将优先于其后列明的文件）：

- 1.3.1 附件；
- 1.3.2 协议条款；
- 1.3.3 补充协议；
- 1.3.4 订单。

2 资料

- 2.1 除了供应商与益博睿有其他书面约定，供应商应自费供给提供服务所必须的一切事物。
- 2.2 益博睿基于本协议向供应商提供的全部资料，包括图片、设计、模型、样品、规范及照片（其中包含电子形式），应属于益博睿所有且保留的财产，并且供应商应：
- 2.2.1 以正常状态及条件保存这些资料；
- 2.2.2 只为本协议目的使用这些资料；
- 2.2.3 根据益博睿随时要求归还这些资料，或若益博睿没有做出要求，则在本协议的完成时归还这些资料。

3 履行

- 3.1 供应商应：
- 3.1.1 基于本协议向益博睿提供服务或交付成果；并且
- 3.1.2 提供本协议服务时，遵循益博睿提出的合理指示。

4 保证

- 4.1 在无损于益博睿的其他权利及救济的情况下，供应商向益博睿承诺、担保和承担如下责任：
- 4.1.1 供应商已取得并将继续持有其提供服务以及益博睿行使供应商所授予权利所要求的全部必需的许可、同意、允许以及协议；
- 4.1.2 应由具有合格资质并受过专业培训的人员以符合行业标准及本协议约定的合理注意义务及技能来履行本协议服务；
- 4.1.3 提供的服务及交付成果将符合供应商提供给益博睿的全部说明及规格（包括列明在附件中的），并且将遵照时间表的规定并符合所有时常执行的适用法规；
- 4.1.4 任何交付成果应在设计、材料和工艺方面无实质瑕疵；并且
- 4.1.5 益博睿使用本协议的服务及/或任何交付成果不会侵犯任何第三方的知识产权。
- 4.2 双方保证拥有订立履行本协议的全部能力及授权。

5 收费

- 5.1 本协议所提供服务或交付成果的应付价款应由订单或附件列明，除非另作说明外，该价款不应包括适用的增值税（益博睿在接受增值税发票的情况下应付该税款）。

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- 5.2 Experian shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase as customarily granted by the Supplier, unless otherwise agreed between the parties.
- 5.3 The Supplier shall provide Experian with an invoice on completion of the Services and/or on delivery of the Deliverables (or as otherwise set out in the Schedule) together with such other documentation as Experian may from time to time specify. In any event all invoices and correspondence (if appropriate) shall include all details required from time to time by HM Revenue and Customs for VAT purposes and in particular shall include those details as set out in the Schedule.
- 6 PAYMENT AND INVOICING**
- 6.1 Experian will pay for the Services and Deliverables within 60 days, from the date it receives a correct invoice from the Supplier (the "Due Date"). For the avoidance of doubt, if the Supplier does not include in such invoice the information specified in the Schedule, or if the amount invoiced is otherwise inaccurate, then such an invoice will not be correct for the purpose of this Clause 6.1 and Experian shall be under no obligation to pay the Supplier until the Supplier has provided such correct invoice.
- 6.2 Experian reserves the right to deduct from or offset against any payment to the Supplier all monies due or becoming due to Experian from the Supplier whether in connection with this Agreement or otherwise.
- 6.3 Failure to comply with the instructions set out in the Purchase Order or in the Schedule may delay payment.
- 6.4 Experian shall not be obliged to pay any invoice which is received more than 90 days after performance of the Services to which it relates.
- 6.5 No variation from the price set out in the Purchase Order or in the Schedule nor additional charges may be invoiced without the prior consent in writing of Experian.
- 6.6 If any sum under this Agreement is not paid by the Due Date then, without prejudice to the parties other rights under this Agreement, interest shall become payable upon that sum from the Due Date until payment is made in full, at a rate of 0.01% per day. The Supplier is not entitled to suspend any performance of the Services as a result of any sums being outstanding.
- 6.7 The Supplier shall be responsible for accounting to HM Revenue and Customs and all other authorities for all taxes, insurance contributions and other liability charges and dues for which the Supplier is responsible.
- 7 NON-COMPETE**
- [OPTION 1] Party B promises that during the service period and within [] years after the termination of the service period, Party B shall not to engage in any business or activity that competes or forms a competitive relationship with Party A directly or indirectly, including but not limited to (1) not to conduct transactions with Party A's existing or potential customers; (2) When a competitive relationship is formed or will be formed for the same customer or transaction, Party B shall immediately withdraw from the transaction or take reasonable measures to avoid competition with Party A; (3) The price of commodities purchased by Party A from Party B shall not be higher than that of other customers of Party B; 4) Do not recruit any employees of Party A. If Party B violates the above commitments, all benefits attributable to Party B arising from such behavior shall be compensated to Party A as liquidated damages.
- 8 COMPLIANCE**
- 8.1 Party B promises that the data and information it provides to Party A will not violate applicable laws and regulations or infringe the legitimate rights and interests of any third party in any aspect, including but not limited to sorting, preservation, processing and providing to Party A.
- 8.2 Party B promises that the data and information provided to Party A are collected for legal purposes and there is no infringement of trade secrets. If the relevant information collected and provided needs to be authorized by the information subject, Party B shall be responsible for obtaining the full authorization of the relevant information subject, that is, the relevant information subject clearly knows or can
- 5.2 益博睿有权享受供应商针对立即付款、批量采购或大宗采购向客户依据商业惯例给予的任何优惠折扣, 除非双方另有约定。
- 5.3 在本协议服务完成和/或成果交付后 (或者如协议附件所列明的其他条件), 供应商应将发票及益博睿可能不时指定的其他文件材料一并提交给益博睿。在任何情况下全部发票及书信往来记录 (如有) 应包含税务部门及海关随时要求的增值税发票所应记载的全部明细信息, 特别是应包含附件中所列明的详细信息。
- 6 付款及发票**
- 6.1 益博睿在收到供应商提供的合格发票并确认后 60 个工作日内以支票或银行转账方式支付。(简称“到期日”)。未存疑, 若供应商提供的发票未包含本协议附件所列信息, 或开发票的数额有其他不准确之处, 则此发票将不符合本协议 6.1 条所述之约定, 则益博睿不承担向供应商付款的义务直至供应商提供合格的发票为止。
- 6.2 就供应商欠付益博睿的到期或未到期的款项, 无论该款项与本协议是否有关, 益博睿均保留从向供应商的任何付款中扣除或抵销的权利。
- 6.3 若未遵循订单或本协议附件中的指示, 付款可迟延。
- 6.4 益博睿对本协议服务履行完毕 90 天以后收到的任何相关发票不承担付款义务。
- 6.5 没有益博睿事先书面同意, 既不能改变购买订单或附件所列价款, 也不得收取附加费用。
- 6.6 若本协议任何价款在到期日未支付, 在无损于双方在本协议下其他权利的情况下, 则应自到期日起支付未支付价款的利息直到该款项全额清偿之日止, 利息以每日 0.01% 为准。供应商无权以未支付价款为由停止本协议服务的履行。
- 6.7 供应商应有责任向税务和海关部门以及其他政府机构说明全部税款、保费和其他供应商应负责的费用及应付款。
- 7 不竞争**
- 乙方承诺, 在服务期内及服务期终止后 1 年内, 乙方承诺不从事任何与甲方直接或间接进行竞争或构成竞争关系的业务或活动, 包括但不限于 (1) 不与甲方的已有或潜在客户进行交易; (2) 就同一客户或交易形成或将要形成竞争关系时, 乙方应立即退出交易或采取合理措施避免与甲方竞争; (3) 就甲方向乙方采购的商品, 给予甲方的价格不得高于其他客户; 4) 不招聘任何甲方的员工。如果乙方违反上述承诺, 则该行为所产生的归属乙方的一切收益应作为违约金向甲方进行赔偿。
- 8 企业征信业务的合规要求**
- 8.1 乙方承诺, 其向甲方提供的数据信息在任何方面, 包括但不限于整理、保存、加工及向甲方提供, 均不会违反适用的法律法规, 也不会侵犯任何第三方的合法权益。
- 8.2 乙方承诺, 其向甲方提供的数据信息, 是基于合法的目的采集的, 不存在侵犯商业秘密的情形。如采集、提供的相关信息需要取得信息主体授权的, 由乙方负责获取相关信息主体的充分授权, 即相关信息主体明确知晓或能够合理推断出乙方将向甲方披露相关数据信息, 充分有效授权和同意甲方使用相关信息。乙方

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	reasonably infer that Party B will disclose the relevant data information to Party A, and fully and effectively authorize and agree Party A to use the relevant information. Party B further guarantees that the way in which it obtains the authorization of the information subject is legal and effective, and the authorized content is true and comprehensive. Party B provides the relevant information agreed in this contract accordingly and does not infringe the legitimate rights and interests of the relevant information subject. Party A has the right to inspect the authorization documents of the information subject obtained by Party B, and Party B shall cooperate.		
8.3	Party B shall strictly abide by all applicable laws and regulations on information collection, shall not infringe on trade secrets, and shall not collect credit information in any of the following manners: (I) Deceiving, coercing, or inducing; (II) Collecting fees from information subjects; (III) Collection from illegal channels; or (IV) Any other manner of infringement upon the legitimate rights and interests of information subjects.	8.3	乙方应严格遵守所有适用法律法规关于信息采集的规范, 不得侵犯商业秘密, 不得以下列方式采集信用信息: (一) 欺骗、胁迫、诱导; (二) 向信息主体收费; (三) 从非法渠道采集; (四) 以其他侵害信息主体合法权益的方式。
8.4	Party b shall take measures to ensure the accuracy of the information provided to party a and ensure the quality of the information. if party a finds that the information provided by party b is wrong, party b shall correct it immediately after receiving the notice.	8.4	乙方应采取措施, 保证提供甲方信息的准确性, 保障信息质量。如甲方发现乙方提供信息错误的, 乙方应在收到通知后立即更正。
8.5	If the information provided by party b to party a is sorted, saved, and processed by party b, party b shall ensure that it follows the principle of objectivity in the process of sorting, saving and processing information and shall not tamper with the original information.	8.5	如乙方提供给甲方的信息, 是经过乙方整理、保存、加工的信息, 乙方应确保其在整理、保存、加工信息过程中遵循客观性原则, 不得篡改原始信息。
8.6	If the information subject believes that there are errors and omissions in the information provided by party b and raises an objection to party b, party b shall notify party a in writing within [1] working days after receiving the objection.	8.6	如信息主体认为乙方提供的信息存在错误、遗漏的, 并向乙方提出异议的, 乙方应在收到异议后【1】个工作日内书面通知甲方。
8.7	If party b accesses party a's system, party b shall ensure its system and network security to prevent its system from being illegally invaded and damaged, resulting in a threat to party a's system security.	8.7	如乙方接入甲方系统的, 乙方应确保其系统及网络安全, 防止其系统受到非法入侵和破坏, 导致给甲方系统安全造成威胁。
8.8	Party a or an independent third party appointed by party a has the right to review party b's performance of the clause 8. the review methods include but are not limited to talking with employees or on-site staff, consulting party b's documents, systems, records, account books, licenses and other materials, and entering party b's system and network for inspection. party b shall fully cooperate. if party b violates any requirements of the clause 8, party a has the right to terminate this agreement immediately, and party b shall refund all expenses paid by party a and compensate all losses caused to party a.	8.8	甲方或者甲方委派的独立第三方对乙方履行本协议第八条的情况进行审查, 审查方式包括但不限于与员工或者现场工作人员的谈话, 查阅乙方的文件、制度、记录、账簿、许可及其他资料, 进入乙方系统及网络进行查验等, 乙方应予以充分配合。如果乙方违反了本协议第八条的任何要求, 甲方有权立即解除本协议, 乙方应退还甲方已支付的全部费用, 并赔偿因此给甲方造成的全部损失。
9	CONFIDENTIALITY	9	保密
9.1	The Supplier shall keep in strictest confidence all Confidential Information disclosed to it by Experian or its agents or otherwise understood or received by it pursuant to fulfilling its obligations under this Agreement and the Supplier shall restrict disclosure of such Confidential Information to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging its obligations to Experian and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind it. At Experian's request or, if no request is made, upon completion of this Agreement, the Supplier shall delete from its systems and return to Experian all such Confidential Information.	9.1	供应商应对益博睿向其及其代理商披露的保密信息或其因履行本协议而获悉或得到的其他保密信息予以最严格保密, 并且供应商应将此类保密信息的披露范围严格限定在仅为向益博睿履行本协议义务的目的而获悉保密信息的雇员、代理商或分包商并确保以上雇员、代理商及分包商受保密责任的约束。应益博睿要求, 或即使益博睿没有做出此要求, 供应商都应该在本协议完成后从其系统中删除并归还益博睿全部披露保密信息。
9.2	Except with regard to Personal Information (which remains at all times subject to the obligations set forth in this Clause 7 and 8) the restrictions in Clause 7.1 do not apply to any information to the extent that it:	9.2	除了有关个人信息(任何时候均受限于第7条和第8条规定的义务), 第7.1条款规定的限制责任并不适用于以下信息:
9.2.1	is or comes within the public domain other than through a breach of Clause 7.1; or	9.2.1	非因违反了7.1条之约定而为公众所知; 或
9.2.2	is in the Supplier's possession (with full right to disclose) before disclosure is made under the terms of this Agreement; or	9.2.2	在本协议披露之前就已经属于供应商(有披露的全部权利); 或
9.2.3	Is lawfully received from a third party (with full right to disclose); or	9.2.3	从第三方合法获取的信息(有披露的全部权利); 或
9.2.4	Is independently developed by the Supplier without access to or use of the Confidential Information; or	9.2.4	供货方没有接触或使用保密信息而独立开发的; 或

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9.2.5	is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body.	9.2.5	根据法律、具有管辖权的法院或其他法定主体的要求而披露的信息。
10	PUBLICITY	10	公共宣传
10.1	The Supplier shall not disclose the making of this Agreement in any journal/magazine/publication or other medium or otherwise use Experian's name or logo or the name or logo of any of Experian's customers in any of its advertising or publicity material (including without limitation in any press release or statement) without first receiving written consent from Experian's Head of Procurement and/or Public Relations Director, which may be withheld or given in Experian's absolute discretion.	10.1	未事先接到益博睿采购部负责人和/或公关总监的书面同意函, 供应商不应向任何报刊/杂志/出版物或其他媒体披露本协议的签订事宜, 或在其广告及宣传资料(包括但不限于任何新闻稿和声明文件)中使用益博睿的名称或标识, 或任何益博睿客户的名称和标识。益博睿可自行决定是否给予该同意函。
11	INTELLECTUAL PROPERTY & OPEN SOURCE SOFTWARE	11	知识产权和开源软件
11.1	The Supplier shall acquire no rights or interests in any Intellectual Property Rights of Experian by virtue of this Agreement.	11.1	供应商不应通过本协议取得益博睿任何知识产权的相关权利或利益。
11.2	The Supplier shall make no use whatsoever of any Intellectual Property Rights of Experian unless authorised in advance in writing to do so by Experian. If and to the extent that Experian so authorises the Supplier, the Supplier warrants, represents and undertakes that it shall:	11.2	供应商在任何情况下都不应使用益博睿的任何知识产权, 除非得到益博睿的事先书面授权。若益博睿在一定范围授权供应商使用, 则供应商应承诺、担保和承担如下责任:
11.2.1	only use such Intellectual Property Rights as Experian authorises, for the specified purposes that Experian authorises and no other purposes whatsoever; and	11.2.1	只在益博睿授权范围内使用知识产权, 只能为了进行益博睿授权的特殊目的使用, 除此之外不能用作其他目的; 和
11.2.2	comply with the directions from time to time issued by Experian about the use of Experian's Intellectual Property Rights.	11.2.2	遵守任何益博睿随时发布的关于使用知识产权的指示。
11.3	To the extent it does not vest in Experian by operation of law or under this Agreement, the Supplier shall assign to Experian all rights, title and interest with full title guarantee, free from any adverse rights or claims, in all present and future Intellectual Property Rights and all other rights in the products of the Services (including the Deliverables) produced by the Supplier in performance of the Services, which assignment shall include but shall not be limited to all rights of action for damages for Intellectual Property Rights infringement, all rights in any modifications or enhancements to existing software, whether owned by Experian, the Supplier or a third party, and if necessary it shall procure the assignment to Experian by the author or creator of such Intellectual Property Rights produced during the performance of the Services.	11.3	除了依法或依本协议约定益博睿享有的知识产权以外, 供应商还应将履行本协议服务所提供的服务产品(包含交付成果)所包含的, 具有充分权属保证且无相反权利或要求的, 当前及将来的所有知识产权及其他权利的权利、资格和利益转让给益博睿。所转让的权利包括但不限于上述知识产权受侵犯所产生的索赔权, 现有软件的修改及升级版本的权利。不论上述权利是否属于益博睿、供应商或第三方, 如有必要供应商应在履行服务期间为益博睿取得该知识产权作者或发明者的授权。
11.4	The Supplier shall:	11.4	供应商应:
11.4.1	immediately upon creation of any Intellectual Property Right in performance of the Services, disclose and deliver to Experian all information and data in its possession, power or control necessary for a full understanding, application and, where applicable, registration of the Intellectual Property Right; and promptly, and at Experian's request, do all such further acts and execute all such documents as Experian may from time to time require for the purpose of securing for Experian the full benefit of this Agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to Experian in accordance with this Agreement, in any or all countries and free from any adverse rights or claims.	11.4.1	在履行本协议服务时产生任何知识产权的, 应立即将其所持有、支配或控制的全部信息和数据披露并交付给益博睿, 足以使益博睿能完全理解、应用并注册登记(如适用)上述知识产权; 并且
11.4.2	and promptly, and at Experian's request, do all such further acts and execute all such documents as Experian may from time to time require for the purpose of securing for Experian the full benefit of this Agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to Experian in accordance with this Agreement, in any or all countries and free from any adverse rights or claims.	11.4.2	在益博睿的要求下立即采取进一步行动, 并签署益博睿为确保本协议下权益得以充分实现而随时要求的所有文件, 益博睿的权益包括益博睿依据本协议所受让的知识产权及其他权利的, 适用于任何国家且无相反权利或要求的全部权利、资格和利益。
11.5	The Supplier shall irrevocably and unconditionally waive any and all moral rights to any Intellectual Property Rights produced by the Supplier pursuant to performance of the Services or any rights or a similar nature under any law in any other jurisdiction.	11.5	供应商应不可撤销、无条件放弃供应商履行本协议服务所产生的知识产权中的人格权, 或其他司法管辖领域内法律规定的类似性质权利。
11.6	For the avoidance of doubt, the know-how, techniques or principles used which are the property of the Supplier at the start of the Services shall remain the property of the Supplier.	11.6	未免存疑, 供应商对本协议服务开始前就拥有的专有技术、技巧或原理应保留其所有权。
11.7	The Supplier shall indemnify and keep Experian indemnified against any and all losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by Experian (including legal expenses reasonably and properly incurred) arising out of any claim brought against Experian by any third party alleging that its Intellectual Property Rights are infringed by the use by Experian of the Services and/or the Deliverables provided that Experian:	11.7	如果任何第三方声称益博睿使用本协议提供的服务和/或交付成果侵犯其知识产权而向益博睿提出任何指控, 供应商应对所导致益博睿遭受或发生的全部损失、成本、损害、责任、索赔、要求或费用(包括合理的法律费用和适当的支出)承担赔偿责任, 如果益博睿:
11.7.1	informs the Supplier of such claim;	11.7.1	将此指控通知供应商;
11.7.2	does not make any admissions that prejudice, or might prejudice the defence of such claim;	11.7.2	未做出妨碍或可能妨碍对上述指控的辩护的任何允诺;

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11.7.3	allows the Supplier complete control over the defence of, and over all negotiations relating to, such claim; and	11.7.3	允许供应商全权处理与此索赔要求相关的抗辩事宜以及所有的谈判事宜; 并且
11.7.4	provides the Supplier with all reasonable assistance as requested by the Supplier.	11.7.4	提供供应商所要求的全部合理性协助。
11.8	The Supplier shall:	11.8	供应商应:
11.8.1	not, without the specific, prior, written consent of Experian include any Open Source Software in any Deliverables which it is aware (or ought reasonably to be aware) will or may be incorporated within Experian's products/services or provided by Experian to third parties if the terms on which the Open Source Software is made available would require Experian to disclose code in which it owns the Intellectual Property Rights to any third party;	11.8.1	无益博睿事先具体的书面同意, 不在其知悉 (或应合理知悉) 的任何将来或可能植入益博睿产品/服务或由益博睿提供给第三方的交付成果中包含开源软件, 如果该开源软件得以使用的条件为要求益博睿向任何第三方披露其拥有知识产权的代码。
11.8.2	notify Experian at Experian's request from time to time of any Open Source Software which has been included within any other Deliverables.	11.8.2	随时根据益博睿要求通知益博睿其他交付成果中包含的全部开源软件。
12	DATA PROTECTION, COMPLIANCE & INFORMATION SECURITY	12	数据保护、遵守法律及信息安全
12.1	Each party undertakes to the other that it will at all times pursuant to this Agreement comply with all applicable legislation, regulations, and other rules having equivalent force and any subordinate or associated regulations.	12.1	根据本协议约定, 协议一方对另一方承诺将遵守任何有约束力的法律、法规及其他有同等效力的命令及任何附属或相关的规定。
12.2	Each party warrants that it has in place and undertakes to maintain throughout the duration of this Agreement appropriate technical and organisational measures against unauthorised or unlawful processing of data where an individual can be identified ("Personal Data") and against accidental loss or destruction of or damage to or disclosure of Personal Data.	12.2	双方承诺在本协议持续期间, 已拥有并采取适当的技术及组织手段来防止无授权或非法处理可识别的个人信息 (简称“私人信息”), 防止私人信息意外丢失、毁损、破坏或泄漏。
12.3	The Supplier shall not process any Personal Data of Experian other than as reasonably necessary for the provision of the Services or otherwise in accordance with the instructions of Experian, and shall not without the prior written consent of Experian export or process any Personal Data of Experian outside the China.	12.3	供应商不应处理任何益博睿的私人信息, 除非是由于提供本协议服务的合理地必要原因或者是益博睿有其他指示, 并且不应在无益博睿书面同意的前提下, 出口或在中国境外处理任何益博睿的私人信息。
12.4	Information security is a strategically important issue to Experian. The Supplier acknowledges that if it will handle or have access to, or is likely to handle or have access to, any data or other information of Experian ("Experian Information") it will have been required to complete an Experian information security questionnaire ("Security Questionnaire") as part of Experian's supplier selection and management process. If at any time the Supplier is handling or has access to Experian Information and has not completed a Security Questionnaire, Experian shall be entitled to terminate this Agreement by notice in writing to the Supplier (provided that if this is because of any act or omission of Experian, Experian shall give the Supplier a reasonable opportunity to complete a Security Questionnaire before exercising this right);	12.4	信息安全对益博睿来说是一个战略性的重要问题。供应商认可若将掌握或有权使用, 或可能掌握或有权使用益博睿的任何数据或其他信息 (简称“益博睿的信息”), 其将被要求完成一份益博睿信息安全问卷 (简称“安全问卷”) 来作为益博睿筛选供应商及管理进程的一部分。无论何时, 若出现益博睿的供应商正在掌控或已有权使用益博睿的信息, 却未完成安全问卷的情况, 益博睿在向供应商发出书面通知后, 将有权终止本协议 (倘若以上是由于益博睿的任何行为或疏忽造成的, 那么在行使以上权利之前, 益博睿将给供应商提供一个合理的机会来完成安全问卷);
12.5	The Supplier warrants to Experian that whilst this Agreement remains in force (and without prejudice to the provisions of Clauses 7 and 10.4) it will have and keep in place any information security measure which the Supplier has indicated to Experian (either in its response to the Security Questionnaire, or otherwise in writing) that it has or will have in place;	12.5	供应商向益博睿保证, 在本协议生效的同时 (不违反本协议第 7 条及 10.4 条的规定), 其将采取并保持合理的信息安全措施, 这些措施以其向益博睿说明 (包括在安全问卷中的回答及其他书面形式) 的适当方式实施。
12.6	The Supplier acknowledges that in deciding whether to place business under any agreement with a supplier, and/or whether to renew or extend any such agreement, Experian will have regard to the principles and requirements of its " Supplier Security Requirements " document ("the Security Requirements") a copy of which will either have been provided to the Supplier, or which can be made available on request. The Supplier will act reasonably in assisting Experian in measuring its performance against, and achieving compliance with, the Security Requirements."	12.6	供应商认可: 益博睿决定是否与供应商基于任何协议开展业务和/或是否续签或延长相关协议时, 将参考其“ 供应商安全要求 ”文件 (简称“安全要求”) 的原则和要求, 该份文件或已经向供应商提供, 或在被要求时能够提供。供应商将采取合理举措协助益博睿评估其履行“安全要求”的效果, 并遵守该“安全要求”。
13	INSURANCE	13	保险
13.1	If requested according to the applicable laws or industry practice, the Supplier shall effect and keep in effect for the term of this Agreement adequate insurances against any risk in respect of the Deliverables.	13.1	若适用的法律和行业惯例有相应要求, 供应商应根据本协议对涉及交付物的任何风险有效投保相应险种。
13.2	The Supplier shall on request from time to time provide Experian with such evidence of insurance, and payment of premiums in connection with the policies as Experian may reasonably require.	13.2	供应商应按益博睿不时的要求提供投保以上保险的证 据, 并且根据益博睿的合理要求提供支付相关保费的 证据。

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14 TERM AND TERMINATION

- 14.1 This Agreement shall be effective from the Commencement Data and shall remain in effect unless otherwise terminated in accordance with its terms ("Term").
- 14.2 Either party may terminate this Agreement immediately without liability to the other and without prejudice to its other rights at any time by giving notice in writing to the other party:
- 14.2.1 if the other party is in material breach of any of the terms of this Agreement which is not capable of remedy;
- 14.2.2 if the other party is in material breach of any of the terms of this Agreement and, where remedial, has failed to remedy that breach within 30 days of being notified in writing of it;
- 14.2.3 if the other party enters into liquidation (apart from solvent liquidation for the purposes of amalgamation or reconstruction), is dissolved, is declared bankrupt, has a receiver, administrator or administrative receiver appointed over all or part of its assets, enters into an arrangement with its creditors, or takes or suffers any action similar to those set out above; or
- 14.2.4 if the other party's financial position deteriorates to such an extent that in the reasonable opinion of the other party its capability to adequately fulfil its obligations hereunder has been placed in jeopardy.
- 14.3 Experian shall be entitled to terminate this Agreement without liability to the Supplier and without prejudice to Experian's other rights at any time by giving notice in writing to the Supplier if any of the following occurs:
- 12.3.1 if there is a change of control or change in the ownership of the Supplier.
- 12.3.2 for convenience upon the provision of thirty days' written notice
- 14.4 Termination of this Agreement (or any element of it) shall not affect any rights, obligations or liabilities of either party which have accrued before termination or which are intended to continue to have effect beyond termination.
- 14.5 On termination for any reason the Supplier shall immediately deliver to Experian all specifications, programs, materials and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not complete. All Intellectual Property Rights in such materials shall automatically pass to Experian (save to the extent they have not already done so by virtue of Clauses 9.3 and 9.4). In the event the Supplier fails to deliver within 30 days of the date of termination, Experian shall be entitled to enter the Supplier's premises to take possession of all such materials.

15 HEALTH AND SAFETY

- 15.1 The Supplier shall ensure that any Services and/or Deliverables supplied or installed under this Agreement comply with all legal requirements of the People's Republic of China and any relevant international requirements and in particular the Supplier agrees before delivery to furnish Experian with a list in writing of any harmful or potentially harmful properties or ingredients in the Services and/or Deliverables supplied.
- 15.2 Experian will rely on the supply of information from the Supplier under Clause 14.1 in order to satisfy its own obligations under the relevant legislation.

16 ETHICAL STANDARDS AND STAFF VETTING

- 16.1 The Supplier warrants, undertakes and represents that it:
- 16.1.1 shall not employ or use any person below the age of 14 or 15 (depending on country) or below the legal minimum age (where this is higher) in all countries in which it operates or sources goods or services;
- 16.1.2 shall not use forced labour in any form (prison, indentured, bonded or otherwise) and staff are not required to lodge papers or deposits on starting work;
- 16.1.3 shall comply with all applicable local environmental, safety and health regulations and shall provide a safe and healthy workplace, presenting no immediate hazards to its staff;
- 16.1.4 shall at all times adopt Social Accountability International's SA8000 as a guiding principle in the absence of local regulations;

14 期限及协议终止

- 14.1 本协议自生效日起即生效，且效力持续至除非根据本协议条款的相关规定另行终止（“期限”）。
- 14.2 下列情形，本协议任一方送达书面通知至另一方后，可随时终止本协议而无需对另一方承担责任并无损于该方其他权利：
- 14.2.1 若另一方严重违反本协议任一条款，该违约行为已无法补救；
- 14.2.2 若另一方严重违反本协议任一条款，如可以补救的，在发出书面通知后 30 天内未补救的；
- 14.2.3 若另一方进入清算程序（排除以合并或重组为目的的有偿付能力的清算程序）、分立程序，被宣告破产，已有清算组、管理人或对其全部或部分资产政府已指定管理人的，进入债权人清算程序，或其他与上述行为相类似的情形；或
- 14.2.4 若另一方财务状况恶化到依合理推断其能力已存在无法适当履行其以下义务的危险：
- 14.3 若发生以下情形，益博睿有权在书面通知送达供应商后终止本协议，而无需对供应商承担责任且无损于益博睿的其他权利：
- 14.3.1 如供应商出现控制权变动或所有权变动。
- 14.3.2 无理由提前三十天书面通知
- 14.4 协议（或其部分条款）的终止应不影响任何一方在终止前已经形成的任何权利、义务或责任，或影响意在本协议终止后仍持续有效的权利、义务或责任。
- 14.5 无论因何原因终止本协议，供应商均应立即向益博睿交付在成果中包含的以及在协议终止时存在的（无论是否完成）所有规范、程序、材料及其他文档资料。这些资料中包含的知识产权应自动归属于益博睿（除了根据 9.3 和 9.4 条款他们还未履行的部分）。若供应商在协议终止之日起 30 天内未交付，益博睿应有权进入供应商的营业场所取回上述资料。

15 健康及安全

- 15.1 供应商应确保本协议下任何服务和/或交付物的提供或安装遵守中华人民共和国的全部法律规定及相关国际惯例的要求，特别是在交付前，供应商同意向益博睿提供一份书面清单，清单上列明在提供服务和/或交付物中存在危险或潜在危险的产品或成分。
- 15.2 益博睿将按照 14.1 条款中供应商提供的信息来承担其在相关法律要求中所需要承担的责任。

16 道德标准及人员审核

- 16.1 供应商承诺、承担和担保其：
- 16.1.1 不应雇佣或使用年龄低于 14 或 15 周岁的员工（取决于国家），或低于其运营地或产品/服务来源地法定最低年龄的员工（二者中以较高年龄为准）；
- 16.1.2 不应以任何形式强迫劳动（监狱、契约约束、抵押及其他形式），并且员工在开始工作后不应被要求抵押证件或交付押金；
- 16.1.3 应遵守全部可适用的当地环境、安全及健康法规，并提供一个安全及健康的工作场所，该场所对其员工无任何直接的危害；
- 16.1.4 在缺乏当地法律规定的情形下，应以社会责任认证（SA8000）作为指导原则；

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16.1.5	within the customs and practices of the countries in which the supplier operates, shall not discriminate against any worker on any grounds (including race, religion, disability, age or gender);	16.1.5	在供应商经营地的风俗及惯例范围内，不应在任何领域歧视任何员工（包括种族、宗教、残疾、年龄或性别）；
16.1.6	shall not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse;	16.1.6	不应进行或支持体罚，以及精神、肉体、性或语言方面的虐待；
16.1.7	shall pay each employee at least the minimum wage, or the prevailing industry wage, (whichever is higher) and provides each employee with all legally mandated benefits;	16.1.7	应支付员工至少最低标准的工资，或行业平均工资（二者以较高工资为准），并且向每位员工提供法律规定的强制性福利；
16.1.8	shall comply with the laws on working hours and employment rights in the countries in which it operates;	16.1.8	应遵守其运营地有关工作小时及就业权利的法律规定；
16.1.9	shall comply with all relevant environmental legislation in the regions in which it operates;	16.1.9	应遵守其运营地与环境相关的全部法规；
16.1.10	has identified all the hazardous or toxic waste that it or its contractors or agents produce and that it is confident that all waste is disposed of by competent bodies via authorised disposal routes;	16.1.10	已经验明其或其承包商或代理商生产的全部危险或有毒的废料，并且其确信所有废料已由合格主体通过合法渠道得到处理。
16.1.11	supports the rights of workers to form or join trade unions which are free to meet without hindrance; and	16.1.11	支持员工自由无阻的组建或参加工会的权利；
16.1.12	shall refrain from, and shall cause its employees, agents and subcontractors who perform the services to refrain from, paying or receiving any improper bribes, facilitation payments, gratuities or kickbacks.	16.1.12	应避免，并应使其雇员、提供服务的代理商或分包商避免提供或收取任何贿赂、便利费、小费或回扣。
16.2	The Supplier shall at its own cost comply with Experian's generic requirements from time to time relating to the vetting of individuals employed in sensitive roles as set out in the Schedule or as communicated separately to the Supplier from time to time. Experian shall not be liable to the Supplier for any revenue which the Supplier fails to earn as a result of any delay by the Supplier in complying with these requirements.	16.2	供应商应自费遵守益博睿不时在附件中列明的或随时与供应商单独协商的与敏感职位上雇佣员工的审查有关的一般性要求。益博睿对于由于供应商为执行这些要求造成的任何延迟而导致其未赚取的收益不承担责任。
17	Audit	17	审计
17.1	During the Term of this Agreement and for 3 (three) years following its expiration or termination, Experian shall have the right, subject to reasonable notice, to conduct audits to ensure Supplier's compliance with the terms of this Agreement, to: (i) examine and verify: (a) the integrity of the Supplier systems that process, store and transmit Experian Confidential Information; (b) the internal controls (information technology, human resources, finance and accounting, procurement, organizational, input/output, system modification, processing, system design and access controls) and the security, disaster recovery, business continuity and back-up practices and procedures; (c) the accuracy of fees, costs and expenses charged to Experian; (d) the financial controls, processes and procedures; (e) Supplier's performance of the Services; and (ii) enable Experian to meet applicable legal, regulatory and contractual requirements applicable to the Services.	17.1	本协议有效期内及协议到期或终止后三（3）年，益博睿有权经合理的通知对供应商进行审计，确保供应商遵守本协议的条款，通过（i）检查并核实：（a）供应商处理、储存及传输益博睿保密信息的系统的完整性；（b）内控（信息技术、人力资源、财务及会计、采购、组织架构、输入/输出、系统变更、加工、系统设计及访问控制）及安全措施、灾难恢复、业务持续性及各份的实践及程序；（c）向益博睿收取的费用、成本及开销的准确性；（d）财务控制、过程及程序；（e）供应商对服务的履行；以及（ii）确保益博睿遵守适用于服务的相关法律、法规及合同性要求。
17.2	Upon Experian's request Supplier will provide Experian or obtain for Experian (i) access to such properties, records and personnel as Experian may reasonably require for the audits purpose; (ii) a completed audited statement of the financial condition of Supplier's organization, including: audited year-end results for the three (3) previous years, including revenues, expenses, net income, total assets, liabilities and footnotes; and the most recent financial interim statement.	17.2	经益博睿要求，供应商将向益博睿提供或为益博睿获取（i）益博睿为审计之目的合理要求的财产、记录或人员；（ii）供应商组织机构财务状况的完整的经审计的报表，包括：前三（3）年经审计的年底业绩，包含收入、费用、净收益、总资产、负债及附注，和最近的中期财务报表。
18	FORCE MAJEURE	18	不可抗力
18.1	Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure.	18.1	若由于不可抗力造成任一方迟延履行或未履行其在本协议中的义务，该方将不承担责任。
18.2	If Force Majeure occurs, the delaying party shall be entitled to an extension of time for so long as the Force Majeure persists on condition that it promptly notifies the other party ("unaffected party") of the event of Force Majeure and discusses with it possible action to be taken to overcome the effect of Force Majeure and provided it uses all reasonable endeavours to overcome the event of Force Majeure.	18.2	若发生不可抗力事件，如果不可抗力一直持续，迟延履行方应有一段宽限期，只要迟延履行方将不可抗力事件立即通知另一方（“未受影响的一方”）并讨论是否能采取可行的措施来克服不可抗力的影响，且尽所有合理措施来克服不可抗力事件的影响。
18.3	If the Force Majeure persists for a period of 28 days or longer, the unaffected party may give notice to the other to terminate this Agreement with effect from a date specified in the notice without penalty or other liability (except for any liability on the Supplier to pay any refund to Experian).	18.3	如果不可抗力持续 28 天或更长时间，未受影响一方可以通知另一方终止本协议，终止生效时间以通知中规定的时间为准且终止协议不会产生罚金或其他责任（除了供应商向益博睿支付任何退款的责任）。
19	GENERAL PROVISIONS	19	一般条款
19.1	This Agreement and all documents referred to in it constitutes the parties' complete agreement relating to its subject matter and supersedes any previous agreements or arrangements	19.1	本协议和其中所涉及的所有文件构成了与其主旨有关的完整协议并取代双方此前根据相同主旨作出的任何协议或安排，并且除了虚假陈述之外，任一方应不受

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	between the parties relating to the same subject matter and, save for fraudulent misrepresentations, neither of the parties shall be bound by, or liable to the other party for, any representation, promise or inducement made by any agent or person on behalf of such party that is not contained in this Agreement.		本协议范围外的任何机构或个人代表此方而作的任何代理行为、承诺或诱导行为的约束，或不对另一方基于此原因而承担责任。
19.2	No amendment or variation of this Agreement shall be valid or binding unless:	19.2	本协议的任何修订或更改应为无效或无拘束力的，除非：
19.2.1	it is made in writing and signed by an authorized representative for each party to this Agreement	19.2.1	它是以书面形式作出并由双方授权代表在该协议中签字；
19.3	Both parties intend and agree that the legal relationship created by this Agreement is one of the provision of independent specialist services. Nothing in this Agreement shall give rise to the presumption that the Supplier is an employee of Experian.	19.3	双方意在及认可可通过本协议订立一种提供独立专业服务的约定。本协议不应被推断为供应商是益博睿的雇员。
19.4	Where the Supplier is an agency providing consultants to Experian; if for any reason any member or members of the Supplier's personnel (including but not limited to employees, contractors and/or agency workers) is adjudged by a court or tribunal or statutory or administrative body or other authority of competent jurisdiction to be an Experian employee for employment, tax or other purposes ("a Claim"), the Supplier shall indemnify (and keep indemnified) Experian against any and all losses, damages, liabilities, claims, demands, compensatory awards, taxes, fines and expenses suffered or incurred by Experian (including legal expenses reasonably and properly incurred) arising out of or in connection with such Claim.	19.4	若供应商是一家向益博睿提供顾问服务的机构；则若出于任何理由供应商人员中的一位或多位成员（包括但不限于公司雇员、该协议方和/或机构工作人员）因为雇佣关系、税务或其他目的（简称“索赔”）被法院、或法庭、或法定的或有管理权的主体、或其它有司法管辖权的权力机关判定其为益博睿的雇员，供应商应对源于该项索赔或与此相关的益博睿所遭受或发生的所有损失、损害、责任、索赔、要求、补偿金额、税务、罚款和费用（包括合理的法律支出和适当费用支出）承担赔偿责任（直至弥补损失）。
19.5	The Supplier may not assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of these things, or sub-contract any or all of its obligations under this Agreement without the prior written consent of Experian. Experian may assign, transfer, charge, sub-license or deal in any other manner with this Agreement or any of its rights under it to its Group Companies without the prior written consent of the Supplier.	19.5	未经益博睿事先书面许可，供应商不可分配、转让、收取费用或以其它方式交易本协议或本协议下的任何权利，或声称进行这些行为，或者将其在本协议下的任何义务分包出去。益博睿可以向益博睿集团公司分配、转让、收取费用、分许可或以其它方式交易本协议或本协议下的任何权利而无需经供应商事先书面同意。
19.6	If either party fails to exercise a right or remedy that it has or which arises in relation to this Agreement, such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.	19.6	若任一方未行使本协议或与本协议相关的权利或补救措施，则此不应影响该方行使对该事件或其他事件随后的权利或补救措施。
19.7	A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provision. Any waiver of a breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Agreement.	19.7	任何对违约责任或本协议条款的豁免弃权只能以书面形式作出并经该违约责任的豁免方或条款的弃权方代表签署后方能生效。对本协议任何条款违约责任的豁免不应被视为对此后任何违约责任的豁免并且不应影响本协议其他条款的强制力。
19.8	If any part of this Agreement is found to be invalid or unenforceable by any Court or other competent body, such invalidity or unenforceability shall not affect the other provisions of this Agreement and such other provisions shall remain in full force and effect.	19.8	如果本协议的任一部分被法院或其他有管辖权主体认定为无效的或不能强制履行，该无效或不能强制履行部分不应影响本协议其他条款并且其他条款仍应保持全部效力。
19.9	Nothing in this Agreement is intended to, or shall, operate to:	19.9	本协议内容无意或不应以下述方式运营
19.9.1	create a partnership or joint venture of any kind between the Supplier and Experian;	19.9.1	在供应商和益博睿之间建立任何形式的合伙或合营关系；
19.9.2	authorize either party to act as agent for the other party; or	19.9.2	授予一方作为另一方的代理；或者
19.9.3	authorize either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.	19.9.3	以任何方式授权一方以另一方的名义或代表另一方从事工作，或以其他方式约束另一方。
19.10	Each party shall, at the reasonable request and cost of the other party, do whatever is reasonably required to give the other party the full benefit of all the provisions of this Agreement.	19.10	任一方在另一方合理要求并支付成本的前提下，应满足另一方的合理要求以使其在本协议的所有条款中充分获益。
19.11	Any notices to be sent by one party to the other in connection with this Agreement except for the service of Court proceedings shall be in writing and shall be delivered personally or sent by special delivery post (or equivalent service offered by the postal service from time to time) or fax to the addresses of each party as set out on the signature page to this Agreement or as otherwise notified in accordance with the provisions of this Clause.	19.11	一方送达另一方的与本协议有关的任何通知，除了司法送达程序，都应以书面形式发送并应亲自送达或通过特快专递送达（或是邮政公司随时提供的此类服务）或传真至本协议签字页所列明的双方地址或按本条约约定的其他方式通知。
19.12	Notices shall be deemed to have been duly given as follows:	19.12	下列情形应视作通知已尽职送达：
19.12.1	If delivered personally, upon delivery;	19.12.1	若亲自送达，交付时视为送达；
19.12.2	If sent by post, two clear days after the date of posting;	19.12.2	若邮寄送达，邮寄后两天视为送达；
19.12.3	If sent by fax, when transmitted provided that a confirmatory copy is sent by special delivery by the end of the next business day after transmission.	19.12.3	若发送传真，当传送后，在最终版本通过特殊方式传送完毕的下一个工作日结束时视为送达。

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19.13	If either party notifies the other party of a change to its details for the purposes of Clause 17.11, such notification shall only be effective on the date specified in such notice or seven days after notice is given, whichever is later.	19.13	如果一方为 17.11 条款的目的通知另一方更改其送达细节信息, 则该通知内容的生效时间以通知中规定的时间为准或者是该通知送达后的第 7 日生效, 以较后日期为准。
19.14	If the address for service of notices under Clause 17.11 is outside the United Kingdom, the Supplier elects the person or organisation named in the Schedule for the purposes of accepting service of notices within the United Kingdom on the Supplier's behalf. Any notices sent to the Supplier in accordance with this Clause 17.14 are deemed given in accordance with Clause 17.12.	19.14	如果 17.11 条下的通知送达的地址是在英国以外的地区, 供应商选择附件中的人员或组织代表供应商在英国范围内接收送达通知。任何按本 17.14 条约定发送至供应商的通知参照 17.12 条的规定执行。
19.15	Persons who are not a party to this Agreement shall not have any rights under this Agreement and for the avoidance of doubt the parties agree that nothing in this Agreement shall be construed as creating a right which is enforceable by any person who is not a party to this Agreement.	19.15	非本协议主体的第三人不应享有本协议下的任何权利, 并且未免存疑, 双方同意本协议不应被解释为为了本协议主体外的任何第三人设定了一个可强制执行的权力。
19.16	This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of the People's Republic of China. Disputes that can not be resolved through negotiation shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration in Beijing according to its rules of arbitration then in force.	19.16	本协议和基于本协议发生的所有事宜应受中华人民共和国法律管辖并按其解释。若在一方与另一方协商、调解不成的, 任何一方可将争议提交中国国际经济贸易仲裁委员会按照该委员会届时有效的仲裁规则在北京进行仲裁。
19.17	This Agreement is made out in ___sets of originals, both in English Chinese version and Chinese version. Each Party shall retain_ ___set of originals in both Chinese and English languages. The two language versions shall have equal validity and the wording of each version shall be deemed to carry the same meaning. In the event of any inconsistency between the two language versions, the English version shall prevail.	19.17	本协议一式___份, 每份均以中英文书写, 双方各执一份。两种语言的文本具有同等效力, 且其措辞被认为具有相同含义。两种语言文本间存在任何不一致的, 以英文文本为准。
20	DEFINITIONS	20	定义
20.1	" Agreement " is as defined on the signature sheet;	20.1	" 本协议 " 如签字页的定义;
20.2	" Commencement Date " means the earlier of the date of the second signature to the signature sheet of this Agreement or the date of the first Purchase Order.	20.2	" 开始日期 " 是指本协议签字页最后签署的日期或第一次订单的日期, 以较早日期为准;
20.3	" Confidential Information " means 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 parties and/or to their customers, suppliers, clients or Group Companies in or on any medium or format.	20.3	" 保密信息 " 是指双方和/或双方的客户、供应商、委托方或集团公司在任何媒介或格式中的与交易秘密、运营、程序、计划、意图、产品信息、价格、专有技术、设计、客户名单、市场机会、交易、事务和/或商业有关的全部信息。
20.4	" Deliverables " means all documents, products and materials developed and/or supplied by the Supplier in accordance with the Services, or as otherwise supplied by the Supplier to Experian under or in connection with this Agreement, as may be set out in the Schedule or in a Purchase Order and as may be updated by agreement between the parties from time to time.	20.4	" 交付成果 " 是指供应商按照本协议服务、或供应商按照本协议或与本协议相关的其他约定向益博睿提供的, 或可按照附件或订单中列明的, 或双方随时通过协议更新的内容而研发和/或提供给益博睿的所有文件、产品和材料。
20.5	" Force Majeure " means any act of government or state, civil commotion, epidemic, fire, flood, industrial action or organised protests by third parties, natural disaster, war, failure of payment systems or any event beyond the reasonable control of the party claiming to be excused from performance of its obligations.	20.5	" 不可抗力 " 是指任何政府或国家行为、民众骚乱、传染病、火灾、洪水、罢工或第三方有组织的抗议、自然灾害、战争、支付系统故障或任何超出一方合理控制范围而不需履行其义务的事件。
20.6	" Good Industry Practice " means the exercise of that degree of care, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator seeking in good faith to comply with all relevant laws and engaged in the provision of the same type of services as the Services under the same or similar circumstances and conditions as set out in the Agreement;	20.6	" 行业标准 " 是指注意义务、专业素质、勤勉责任、审慎和预见责任的行使标准是以合理地通常地对一个具有专业素质和熟练技能的操作者主动遵守全部相关法律法规并在与本协议列明的相同或相类似环境和条件下从事与本协议相同的服务所预期达到的标准。
20.7	" Group Companies " means any company or entity that Controls, is Controlled by or is under common Control with one Party, provided however that, state-controlled enterprises shall not be deemed as Affiliate of each other only because they are under the common Control of the state, include any company which in relation to either party is a subsidiary, holding company or subsidiary of a holding company..	20.7	" 集团公司 " 是指一方现在或将来控制、受其控制或与其共同被控制的任何公司或机构, 但国家控股的企业之间不能仅因为同受国家控股而成为关联公司, 包含与任一方相关的子公司、控股公司或控股公司的子公司 “
20.8	" Intellectual Property Rights " means copyright, database rights, patents, registered and unregistered design rights, registered and unregistered trade marks and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same.	20.8	" 知识产权 " 是指存在于世界任何管辖区内的著作权、数据库权利、专利权、注册及非注册产品专利权、注册或非注册商标权以及其他行业、商业或知识产权以及与此权利申请相同的全部权利。

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20.9	<p>“Open Source Licence” means any licence meeting the Open Source Definition (as issued by the Open Source Initiative and stated on such organisation’s website located at www.opensource.org) or the Free Software Definition (as issued by the Free Software Foundation and stated on such organisation’s website located at www.fsf.org) or any substantially similar licence. Open Source Licences include the following: the GNU General Public License; the GNU Lesser General Public License; the Mozilla Public License; and the Common Development and Distribution License;</p>	20.9	<p>“开源许可”是指任何符合开放源代码定义（由“开放源代码运动”发布并在该组织网站www.opensource.org上所描述的定义）或自由软件的定义（由自由软件基金会发布并在该组织网站www.fsf.org上所描述的定义）的许可或任何实质上相类似的许可。开源许可包括下列：GUN 通用公共许可；GNU 次级公共通用许可；Mozilla 公共许可；以及共同开发和分享许可。</p>
20.10	<p>“Open Source Software” means any software that is subject to an Open Source Licence</p>	20.10	<p>“开源软件”是指服从于开源许可的任何软件。</p>
20.11	<p>“Purchase Order” means each of Experian’s purchase orders issued to the Supplier in accordance with this Agreement.</p>	20.11	<p>“订单”是指益博睿根据本协议向供应商发出的每个订单。</p>
20.12	<p>“Schedule” means the schedule attached to this Agreement.</p>	20.12	<p>“附件”是指本协议后附的附件。</p>
20.13	<p>“Services” means the services as specified in the Schedule and/or any Purchase Order and all other services supplied by the Supplier to Experian under or in connection with this Agreement.</p>	20.13	<p>“服务”是指附件中和/或任何订单中规定的服务以及其他供应商根据本协议或与本协议有关的约定向益博睿提供的所有服务。</p>
20.14	<p>“Timetable” means any timetable expressly set out or referred to in this Schedule or otherwise agreed between the parties from time to time and relating to the performance of the Services and/or delivery of any Deliverables.</p>	20.14	<p>“时间表”是指附件中明确列明或涉及的，或其他双方随时达成的以及涉及服务履行和/或成果交付有关的任何时间表。</p>

INVOICES

发票

All invoices for agreed fees must be sent to:

协议约定费用的所有发票必须邮寄至:

北京市朝阳区酒仙桥路 20 号颐堤港一座写字楼 6 层 601

Invoices must include all the following information:

发票应包含以下所有信息:

- description sufficient to identify the Services
- 确定本协议服务内容的充分说明
- Delivery Date
- 交付日期
- Location of where the Services are being provided
- 服务提供地点
- Price
- 价格
- VAT total
- 增值税总额
- Supplier name, address and VAT registration number
- 供应商名称、地址和增值税注册登记号码
- The Purchase Order Number(s) against which the Services are being supplied
- 提供服务的订单号
- Any discount applied
- 任何适用的优惠折扣
- Sub total (Charge for the Services excluding VAT)
- 总价款 (服务费不包含增值税)
- Grand total (Charge for the Services plus VAT)
- 结算金额 (服务费加增值税)

ENDING THE SERVICES

服务终止

Subject to Clause 12 in the Terms and Conditions, the Supplier's performance of the Services will end upon the acceptance criteria being met or upon such other date as the parties may otherwise agree in writing.

In the event of any failure to meet agreed milestones Experian (at its option) may terminate the Services on written notice to the Supplier, paying only for the Services rendered up to the date of termination.

根据本协议第 12 条的约定, 供应商服务的履行义务将在验收合格或双方另行书面约定的其他日期到期时终止。

无论本协议因任何原因终止或解除或服务期届满, 益博睿预存金额未使用完毕的, 乙方依查询及详情合同价格结算益博睿的服务费, 并将扣除该项服务费后的剩余费用退还益博睿。

CONTRACT SUPPLEMENT

补充协议

1 APPLICATION AND DEFINITIONS	1 适用和定义
1.1 The use and provision of the Software (as defined below) shall be governed by the Terms and Conditions and by the terms of this Contract Supplement.	1.1 软件的使用和提供（如下文定义）应适用购买服务协议条款及本补充协议。
1.2 In this Contract Supplement:-	1.2 在本补充协议中：
1.2.1 "Intellectual Property Rights" has the meaning set out in the Terms and Conditions;	1.2.1 “知识产权”在购买服务协议的条款中已列明定义；
1.2.2 "Software" means computer software design and programmes as supplied, developed or licensed by the Supplier in accordance with the Documentation in object or source code format;	1.2.2 “软件”是指供应商根据文档中目标代码或源代码格式而提供、开发或许可的计算机软件设计和程序；
1.2.3 "Permitted Purpose" means Experian's internal business purpose for the provision of Experian services to its clients;	1.2.3 “许可目的”是指益博睿为了向其客户提供服务的目的所产生的内部商业需求；
1.2.4 "Documentation" means the specification agreed between the parties and the operating manual, product documentation, technical documentation including guidelines relating to security and access and statements of functionality as are provided to Experian by the Supplier.	1.2.4 “文档”是指双方约定的技术规范和使用说明书、产品文件、技术资料包括供应商提供给益博睿的关于安全性、准入及功能说明的指南；
1.2.5 references to Clauses are, unless otherwise stated, to the clauses of this Contract Supplement.	1.2.5 除非有其他描述，文中所述“条款”是指本补充协议条款。
2 LICENCE	2 许可
2.1 Supplier grants to the Experian a perpetual, irrevocable, non-exclusive, non-transferable licence to use the Software for the Permitted Purpose.	2.1 供应商就其软件授予益博睿永久的、不可撤销的、非排他的、不可转让的许可，以上许可只可为许可目的而使用。
2.2 The licence granted under Clause 2.1 ("the Licence") is made separately in respect of each individual element of the Software (if any) as identified in the Schedule and commences on the date such element of the Software is first used by Experian. The Licence will automatically expire on termination of this Agreement for any reason, unless the Licence is expressly stated in the Schedule to be perpetual.	2.2 2.1条所授权的许可（简称“许可”）应分别给予附件中确定软件的每个独立部分（如有）并且授权日期始于此软件独立部分被益博睿初次使用之日起。本协议因任何原因终止时该许可将自动终止，除非该许可在附件中明示为永久授权。
2.3 Experian agrees that it will:	2.3 益博睿同意将：
2.3.1 only use the Software for the Permitted Purpose and in accordance with any accompanying Documentation and ensure that all personnel who use the Software are suitably trained and skilled in such use;	2.3.1 只为许可目的并根据任何附随文档使用该软件，并确保使用软件的所有人员在使用该软件时都受过适当培训并掌握使用技巧；
2.3.2 not sell, transfer, sub-licence (with the exception of Experian's Group Companies), distribute, commercially exploit or otherwise make available to, or use the benefit of, any third party any of the Software;	2.3.2 不销售、转让、分许可（益博睿集团内公司除外）、发布、商业开发该软件或让任何第三方以其它形式使用该软件或利用该软件获益；
2.3.3 not copy, adapt, alter, modify, reverse engineer, decompile or otherwise interfere with the Software or combine the same with other materials or software without the prior written consent of the Supplier or as permitted by law;	2.3.3 不复制、改编、改变、修改、反向工程、反编译或以其他形式改变该软件，或在无供应商事前书面同意或法律许可的情况下，将该软件与其他相同材料或软件结合；
2.3.4 not allow any third party to amend, modify or otherwise alter the Software without the Supplier's prior written consent.	2.3.4 未经供应商的事先书面同意，不允许任何第三方修改、改变或以其他形式修改该软件。
3 ACCEPTANCE TESTING	3 验收测试
3.1 The Software shall be subject to acceptance by Experian pursuant to this clause.	3.1 提供的软件应根据本条款接受益博睿的验收。
3.2 The Supplier shall supply to Experian immediately after installation of any Software, test data that in the reasonable opinion of the parties is suitable to test whether the software performs to the Documentation. Subject to the receipt of such test data and expected results, Experian shall process such data by way of acceptance testing within 7 days (or within such longer period of time as the parties acting reasonably agree) after such receipt at a time mutually convenient to both parties.	3.2 供应商在任何软件安装后，应将测试数据立即提供给益博睿，按双方合理构想产生的测试数据能适当的测试该软件是否能运行本协议文档。益博睿应以接受的测试数据及预期效果为标准在该数据接收后 7 天内（或在双方合理商定的更长时间内）双方均方便的时间进行验收。
3.3 Notwithstanding any other provision of this Agreement to the contrary, Experian shall accept the Software immediately after it has correctly processed the test data by achieving the expected results.	3.3 不论本协议其他条款有任何相反规定，在软件已达到预期效果正确运行测试数据后，益博睿就应接受该软件。
3.4 In the event of failure of the Software to pass the tests referred to in clause 3.2 above the Supplier shall, and in any event not later than 3 days following notification of the relevant failure, at its own expense correct the errors in the Software and notify Experian that it is ready to repeat the tests and such tests shall be repeated within 7 days after such notice at a time mutually convenient to both parties.	3.4 若该软件未通过以上 3.2 条所述之测试，在任何情况下，供应商应不迟于 3 天发出与该验收不合格相关的下列通知，其应自费修正软件中的错误并通知益博睿其已准备再次测试，此测试应在该通知送达后 7 天内双方均方便的时间重新进行。
3.5 In the event of failure of the Software to pass the repeat tests referred to in clause 3.4, Experian shall be entitled to serve notice either immediately terminating this Agreement or within 3 days of the Supplier's receipt of the notice, require the Supplier to correct the errors in the Software in which event the provisions of clause 3.4 shall, mutatis mutandis, apply.	3.5 若该软件未通过 3.4 条约定的再次测试，益博睿应有权利正式通知供应商立即终止本协议，或者要求其在接到通知的 3 天内适用 3.4 条的约定情形进一步修正软件中存在的错误。
4 INTELLECTUAL PROPERTY RIGHTS	4 知识产权
4.1 Where the Schedule and/ or Purchase Order provides that the Software is bespoke, and/ or created for and / or supplied solely for the benefit of Experian the following shall apply:	4.1 若协议附件和/或订单提供的软件是定做的，和/或为了益博睿的需求开发和/或单独提供的，应适用：
4.1.1 all Intellectual Property Rights in and/or arising out of the provision of the Software by the Supplier to Experian shall immediately be assigned to Experian with full title guarantee and shall vest in	4.1.1 供应商应立即将提供给益博睿软件中的全部知识产权和/或源于该软件的全部知识产权转让至益博睿，该转让应有充分的权属担保，并使该软件所

	<p>Experian. This provision shall act as an assignment of all present and future Intellectual Property Rights with the intended effect that as soon as an Intellectual Property Right comes into existence it shall belong to Experian;</p>	<p>有权归属于益博睿。软件的提供应视为现阶段及后续阶段知识产权的转让，目的是一旦任何知识产权产生就应归属于益博睿；</p>
<p>4.1.2 the Supplier shall execute all documents and do all acts and things required by Experian for the purpose of vesting Intellectual Property Rights in Experian as prescribed by this clause 4.1;</p>	<p>4.1.2 为实现 4.1 条所述的知识产权归属于益博睿的目的，供应商应按益博睿的要求签署全部文件并完成所有相关事宜；</p>	
<p>4.1.3 the Supplier will deliver to Experian the source code of the Software created when it has been written (without retaining any copy in any medium); and</p>	<p>4.1.3 当软件开发的源代码已被写成后，供应商应将该源代码交付益博睿（不能在任何介质中保留任何副本）；并且</p>	
<p>4.1.4 the Supplier shall ensure that all copyright and other notices Experian requires to appear shall appear on material to be produced by the Supplier and the Supplier will claim no Intellectual Property Rights in such material nor write any time or logic bombs or other devices into any material.</p>	<p>4.1.4 供应商应确保益博睿要求的所有著作权和其他注意事项应出现在供应商开发的资料中，并且供应商将无权对该知识产权主张权利，也不在任何材料中书写任何时间炸弹或逻辑炸弹程序或包含其他类似设置。</p>	
<p>4.2 Except where clause 4.1 applies, all Intellectual Property Rights in the Software will remain vested in the Supplier or its relevant licensors and Experian agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Software and further versions to incorporate any such proprietary markings in any copies that it takes of the Software.</p>	<p>4.2 除了 4.1 条款的适用，软件中的所有知识产权仍将属于供应商或其相关许可方，并且益博睿同意不以任何方式移除、压制或改变任何专有标识，包括任何商标或著作权标识，该专有标识是指在该软件或后续版本中所包含的承载该软件的任何拷贝中的该专有标识。</p>	
<p>4.3 Supplier warrants that the Software provided by the Supplier under this Agreement is the Supplier's own original work (or the original work of its licensor) and that the use of the Software by Experian as permitted by this Agreement shall not infringe any third party Intellectual Property Rights, is not defamatory, obscene, blasphemous or in breach of any law or regulation.</p>	<p>4.3 供应商承诺本协议下供应商提供的软件为供应商自行研究开发的（或其许可方自行研究开发的）并且益博睿在本协议许可下对该软件的使用不会侵犯任何第三方的知识产权，并且该软件不涉及名誉诽谤、淫秽、亵渎或违反任何法律或规定。</p>	
<p>4.4 Supplier shall fully indemnify Experian against any and all losses arising out of any claim brought against Experian by any third party alleging that its Intellectual Property Rights are infringed by the provision by the Supplier to Experian of the Software or the use of the Software by Experian as permitted by the Documentation or the terms of this Agreement provided that Experian complies with the requirements in sub-clauses 10.6.1 to 10.6.4.</p>	<p>4.4 供应方应对任何第三方声称供应商提供给益博睿的软件或益博睿基于文档授权而对软件的使用或如果益博睿遵守本协议下述 10.6.1 到 10.6.4 条款的要求侵犯其知识产权而对益博睿提出任何指控所产生的全部损失承担全额的赔偿责任。</p>	
<p>4.5 The Supplier (or where relevant the Supplier shall procure that its licensor) at Experian's request and expense shall enter into a source code deposit agreement with the NCC and Experian (or such other escrow agent as approved by Experian from time to time).</p>	<p>4.5 基于益博睿的要求和经费支持，供应商（或相关的供应商应取得其许可方的同意）应与 NCC 及益博睿签署源代码托管协议（或益博睿随时批准的此类其他托管代理人）。</p>	