EXPERIAN: TERMS AND CONDITIONS OF PURCHASE OF SERVICES

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, and any other terms and conditions which Experian and the Seller may consider appropriate. 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. This Agreement shall be effective from the Commencement Date and, subject to the provisions for early termination set out in this Agreement, shall continue unless terminated by (i) Experian after providing the Supplier with a notice of not less than 30 (thirty) days and (ii) the Supplier after providing Experian with a notice of not less than 180 (one hundred and eighty) days.

2. **INTERPRETATION**

2.1. In this Agreement:

2.1.1. any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;

2.1.2. references to clauses and schedules are to the clauses of and the Schedule to this Agreement;

2.1.3. references to any gender includes any other gender and the singular includes the plural and vice versa;

2.1.4. the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;

2.1.5. words beginning with capital letters are intended to have the meaning given to them either in these Terms and Conditions or in the Schedule;

2.1.6. where any matter is to be agreed, such agreement must be recorded in writing; and

2.1.7. wherever the words “including”, “include”, “includes” or “included” are used they shall be deemed to be followed by the words “without limitation” unless the context otherwise requires.

2.2. 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):

2.2.1. the Schedule;

2.2.2. these Terms and Conditions; and

2.2.3. the Purchase Order.

3. **MATERIALS**

3.1. 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.

3.2. 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: -

3.2.1. keep those materials in good order and condition;

3.2.2. use those materials only for the purposes of this Agreement; and

3.2.3. return those materials upon Experian's request at any time or, if no request is made, upon completion of this Agreement.

4. **PERFORMANCE**

4.1. The Supplier shall:

4.1.1. provide the Services and Deliverables to Experian pursuant to this Agreement;

4.1.2. in carrying out the Services, comply with all instructions given by Experian; and

4.1.3. shall ensure its Personnel , at all times (i) conduct themselves in a businesslike manner; (ii) comply with all Experian Policies; (iii) comply, in the case where Supplier Personnel shall perform Services onsite at any Experian facility, with all Experian Policies communicated to Supplier orally or by conspicuous posting at an Experian facility or other means generally used by Experian to disseminate such information to its Personnel and (iv) comply with all applicable law. Without limiting the generality of the foregoing, Supplier shall be responsible for the promulgation and distribution of Experian Policies to its Personnel to the extent necessary and appropriate. Failure to comply with this Clause 4.1.3 shall be considered a material breach and subject to termination in accordance with these Terms and Conditions.

5. **WARRANTIES**

5.1. Without prejudice to any other right or remedy available to Experian, the Supplier warrants, represents and undertakes to Experian that:

5.1.1. 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;

5.1.2. the Services will be performed by appropriately qualified and trained personnel with all reasonable care, skill and due diligence in accordance with Good Industry Practice and this Agreement and the instructions of Experian;

5.1.3. the Services and Deliverables will conform with all descriptions and specifications provided to Experian by the Supplier including as set out in the Schedule;

5.1.4. the Services and Deliverables will be provided in accordance with the Timetable and with all applicable legislation from time to time in force;

5.1.5. any Deliverables provided shall be accurate, complete and fit for purpose; and

5.1.6. use of the Services and/or any Deliverables by Experian will not infringe any Intellectual Property Rights of any third party.

5.1.7. 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.

5.2. Both parties warrant that they have the full power and authority to enter into this Agreement.

6. CHARGES

6.1. The price payable for the Services and Deliverables shall be as stated on the Purchase Order or in the Schedule. All sums referred to in this Agreement are exclusive of value added tax, withholding tax, service tax and duties (present and future) of whatsoever nature with respect to this transaction or any other taxes as may be applicable; such taxes shall be to the account of the Supplier only and the Supplier would not have any claim on Experian for reimbursement of the same.

6.2. Experian shall be entitled to the best rates afforded by the Supplier to its customers and shall be offered discount for prompt payment, bulk purchase or volume of purchase as granted by the Supplier to any customer, unless otherwise agreed between the parties. *Provided* that in the event that Experian becomes aware of any discount or better rates afforded at any other customer, the same shall constitute a material breach of this Agreement.

6.3. The Supplier shall provide Experian with an invoice on completion of the Services and/or on delivery of the Deliverables under every Purchase Order (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 revenue authorities in India and in particular shall include those details as set out in the Schedule.

7. PAYMENT AND INVOICING

7.1. 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 7.1 and Experian shall be under no obligation to pay the Supplier until the Supplier has provided such correct invoice.

7.2. 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. Experian reserves any other right to delay and/ or withhold whether in whole or in part any payment to the Supplier all monies due or becoming due to Experian from the Supplier whether in connection with this Agreement or otherwise.

7.3. Failure to promptly comply with the instructions set out in this Agreement, the Purchase Order or in the Schedule may delay payment.

7.4. 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.

7.5. 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.

7.6. If any sum under this Agreement is not paid by the Due Date then, without prejudice to the parties other rights under this Agreement, the Supplier is not entitled to suspend any performance of the Services as a result of any sums being outstanding.

7.7. The Supplier shall be responsible for accounting to revenue authorities in India and all other authorities for all taxes, insurance contributions and other liability charges and dues for which the Supplier is responsible.

8. CONFIDENTIALITY

8.1. 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 or agents on a need to know basis for the purpose of discharging its obligations to Experian and shall ensure that such employees/ agents or 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.

8.2. The restrictions in Clause 8.1 do not apply to any information to the extent that it:

8.2.1. is or comes within the public domain other than through a breach of Clause 8.1; or

8.2.2. is in the Supplier's possession (with full right to disclose) before disclosure is made under the terms of this Agreement; or

8.2.3. is independently developed by the Supplier without access to or use of the Confidential Information; or

8.2.4. is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body.

9. PUBLICITY

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 authorized representative of Experian, which may be withheld or given in Experian's absolute discretion.

10. **INTELLECTUAL PROPERTY & OPEN SOURCE SOFTWARE**

10.1. The Supplier shall acquire no rights or interests in any Intellectual Property Rights of Experian by virtue of this Agreement.

10.2. 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:

10.2.1. only use such Intellectual Property Rights as Experian authorises, for the specified purposes that Experian authorises and no other purposes whatsoever; and

10.2.2. comply with the directions from time to time issued by Experian about the use of Experian's Intellectual Property Rights.

10.3. 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.

10.4. The Supplier shall:

10.4.1. 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

10.4.2. 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.

10.5. shall deliver to Experian the source code of the software created when it has been written (without retaining any copy in any medium) 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 under the Copyright Act, 1957, the Patents Act, 1970 (as suitably amended). The Supplier shall claim no Intellectual Property Rights in such material nor write any time or logic bombs or other devices into any material.

10.6. 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.

10.7. 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:

10.7.1. informs the Supplier of such claim; and

10.7.2. provides the Supplier with all reasonable assistance as requested by the Supplier.

10.8. The Supplier shall

10.8.1. 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.;

10.8.2. notify Experian at Experian's request from time to time of any Open Source Software which has been included within any other Deliverables.

10.9. 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 from Experian from time to time).

11. **DATA PROTECTION, COMPLIANCE & INFORMATION SECURITY**

11.1. 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 (including but not limited to the ITA) and any subordinate or associated regulations.

11.2. In relation to the ITA the parties shall in addition to the general obligations under Clause 11.1 and without prejudice to any other provisions of this Agreement:

11.2.1. only process such Personal Data in accordance with the terms of its registration under the ITA; and

11.2.2. comply with the rights of the individuals to whom

the provision of the Services relates as set out in the ITA.

11.3. The Supplier 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 personal data and against accidental loss or destruction of or damage to or disclosure of Personal Data.

11.4. 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 India.

11.5. 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 may be 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 as required, 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;

11.6. The Supplier warrants to Experian that whilst this Agreement remains in force (and without prejudice to the provisions of Clauses 8 and 11.4) 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;

11.7. 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 "Experian 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.

11.8. Each party shall permit the other (on reasonable notice and during normal working hours) to audit the first party's compliance with its obligations under this Agreement in relation to the use of any software, data or other materials. The party carrying out the audit shall:

11.8.1. observe the other party's procedures relating to the protection of confidential information about any clients or customers of the other party;

11.8.2. take all reasonable steps to minimise disruption to the other party's business during such audit.

11.8.3. The supplier will comply with the Third-Party Security Requirements, a copy of which will either have been provided to the Supplier or is annexed to this Agreement, if applicable. It is the Supplier's obligation to know if its applicable and to ensure it has obtained and understand the Third-Party Security Requirement if applicable.

12. INDEMNITY

The Supplier undertakes to indemnify and keep fully and effectively indemnified, Experian and its employees and agents from and against any and all liability, loss, claims, demands and/or expenses whatsoever which it or any of them shall at any time incur and which arises in connection with the Supplier's provision of the Service save to the extent caused by the default of Experian.

13. LIMITS ON LIABILITY

13.1 Neither Party excludes or limits its liability to the other for any of the following (and nothing in this Agreement shall be construed as excluding or limiting such liability):

13.1.1 for personal injury or death resulting from its negligence or that of its employees, agents and/ or sub-contractors;

13.1.2 for breach of confidentiality requirements under Clause 8;

13.1.3 for any matter which it would be illegal for that party to exclude and/ or limit, or attempt to exclude and/or limit, its liability; or

13.1.4 For that party's fraud

13.2 The liability of each Party to the other (whether in contract, negligence, breach of statutory duty or under any indemnity or otherwise) in respect of any claims for the damage to or loss of tangible property (excluding claims for loss or corruption of, or damage to, data contained on any tangible media) shall be limited to 750,000 INR per claim or series of claims arising from any one incident.

13.3 Except as provided in Clauses 13.1 and 13.2 the liability of each party to the other 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 as follows:

13.3.1 for all claims arising in the first Contract Year, liability shall be limited in aggregate to the Initial Contract Value;

13.3.2 for all claims arising in any subsequent Contract Year, liability shall be limited in aggregate to the fees (excluding service tax, withholding tax (TDS) and other taxes as may be applicable) paid by Experian to the Supplier under this Agreement in the previous Contract Year.

13.4 Subject to Clause 13.3, neither party shall be liable to the other (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:

13.4.1 any indirect or consequential loss;

13.4.2 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;

13.4.3 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.

14. INSURANCE

14.1. The Supplier shall effect with a reputable insurance company and keep in effect for the term of this Agreement adequate public liability insurance, professional indemnity insurance and, in respect of the Deliverables, product liability insurance. Each policy shall be effected for no less than INR 1,000,000.

14.2. 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.

15. TERM AND TERMINATION

15.1. This Agreement shall be effective from the Commencement Date and shall remain in effect unless otherwise terminated in accordance with its terms ("Term").

15.2. 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:

15.2.1. if the other party is in material breach of any of the terms of this Agreement which is not capable of remedy;

15.2.2. 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;

15.2.3. 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

15.2.4. 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.

15.3. 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:

15.3.1. if the Supplier fails to deliver any part of the Services and/or the Deliverables in accordance with this Agreement; or

15.3.2. if there is a change of control or change in the ownership of the Supplier.

15.4. 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.

15.5. 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 10.3 and 10.4). 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.

15.6. Provisions of the Agreement expressly agreed to survive termination and those provisions which by implication are required to survive termination, shall survive termination of this Agreement

16. ETHICAL STANDARDS AND STAFF VETTING

16.1. The Supplier warrants, undertakes and represents that it:

16.1.1. shall require that all personnel utilised in the supply of its Services shall be as selected by Experian. The background verification for such personnel shall be as per Experian prescribed guidelines.

16.1.2. it is agreed between the parties that the agents/ officers/ employees of the Supplier shall not be considered as agents/ employees/ officers of Experian and the transaction contemplated herein is on a principal to principal basis only. The Supplier shall indemnify Experian for all claims, losses and damages arising out of the acts and omissions of the agents/ officers/ employees of the Supplier.

16.1.3. shall subject to the above not employ or use any person below the age of 18 or below the legal minimum age (where this is higher);

16.1.4. 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;

16.1.5. 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;

16.1.6. 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);

16.1.7. shall not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse;

16.1.8. 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;

16.1.9. shall comply with the laws on working hours and employment rights in the countries in which it operates;

16.1.10. shall comply with all relevant environmental legislation in the regions in which it operates; and

16.1.11. supports the rights of workers to form or join trade unions which are free to meet without hindrance.

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

16.1.13. 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

16.1.14. shall at all times adopt Social Accountability International's SA8000 Standard as a guiding principle in the absence of local regulations

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.

16.3. The Supplier and its agents/ officers and employees do not have the ability to contract with customers of Experian without the prior written consent of Experian and Experian shall not be held liable for any fraud, misrepresentation or misconduct by it/ them.

16.4. The Supplier agrees that the association with Experian contemplated herein is limited to the supply of Services and Deliverables and shall make no other claims of authority or representation by whatever name called, to act on behalf of Experian.

17. BRIBERY AND CORRUPTION

17.1.1. The Supplier warrants, undertakes and represents that it (i) shall comply with all applicable laws and regulations on bribery, corruption, and prohibited business practices; (ii) has in place appropriate policies and procedures to prevent bribery and corruption and has a zero tolerance attitude towards bribery and corruption.

18. HEALTH AND SAFETY

18.1.1. The Supplier shall ensure that any Services and/or Deliverables supplied or installed under this Agreement comply with all legal 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

19. FORCE MAJEURE

19.1. 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.

19.2. 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.

19.3. 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).

20. GENERAL PROVISIONS

20.1. 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 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.

20.2. No amendment or variation of this Agreement shall be valid or binding unless:

it is made in writing and signed by an authorized representative for each party to this Agreement.

20.3. 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.

20.4. 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.

20.5. 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.

20.6. 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.

20.7. 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.

20.8. The Software shall be subject to acceptance by Experian pursuant to this clause.

20.8.1. The software shall be subject to acceptance by Experian pursuant to this clause.

20.8.2. The Supplier shall supply to Experian immediately after installation of any software , test data that in the reasonable opinion of the Partie sis suitable to test wether 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.

20.8.3. Nothwithstanding any other provisons of this Agreement to the contrary, Experian shall accept the Software immediately after it has correctly processed the test data by acheiving the expected results.

20.8.4. In the event of failure of the software to pass the tests referrred to in clause 18.8.3 above the Supplier shall , and in any event not later than 3 days following the notification of the relevant failure , at its own expense correct the errors of the software and notify that its 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.

20.8.5. In the event of failure of the software to pass the repeat tests referred to in clause 18.8.4, Experian shall be entitled to serve notice either immediately terminating this Agreement or within 3 days of the Suppliers receipt of the Notice , require the supplier to correct the errors in the software in which the provisions of the Clause 18.8.4 shall mutatis mutandis, apply

20.9. 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.

EXPERIAN: TERMS AND CONDITIONS OF PURCHASE OF SERVICES

20.10. Nothing in this Agreement is intended to, or shall, operate to:
- 20.10.1. create a partnership or joint venture of any kind between the Supplier and Experian;
- 20.10.2. authorise either party to act as agent for the other party; or
- 20.10.3. authorise either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.

20.11. 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.

20.12. 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.

20.13. Notices shall be deemed to have been duly given as follows:
- 20.13.1. If delivered personally, upon delivery;
- 20.13.2. If sent by post, two clear days after the date of posting;
- 20.13.3. 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.

20.14. 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.

20.15. If the address for service of notices under Clause 17.11 is outside India, the Supplier elects the person or organisation named in the Schedule for the purposes of accepting service of notices within India 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.

20.16. 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.

20.17. This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of India and the parties submit to the exclusive jurisdiction of the Civil Courts in the City of Mumbai.

20.18. Non Compete clause:

20.18.1. The Supplier shall be trained and necessary handholding time will be spent by Experian to help the Supplier to work with several of Experian's existing and prospective customers for data compilation, procurement of data in tangible media and updating the data in relevant Experian servers. Experian shall conduct this initial handholding and knowledge transfer at its own cost and through its resources.

20.18.2. The Supplier agrees that their work assignment for Experian will bring them into close contact with many of the Experian's Customers, Customer Prospects, Vendors, Trade Secrets, and Confidential information. The Supplier further agrees that thus the covenants mentioned herein are reasonable and necessary to protect the Experian's legitimate business interests and its Customer, Customer Prospect, and/or Vendor relationships, Trade Secrets, and Confidential Information.

20.18.3. The Supplier agrees to faithfully perform the duties assigned to them and will not engage in any other employment or business activity while contracted by Experian that might interfere with their full-time performance of their duties for Experian or cause a conflict of interest. The Supplier shall abide by all of Experian's policies and procedures, which may be amended from time-to-time.

20.18.4. The Supplier also agree that, due to their position and engagement in any activity that may breach this Agreement will cause Experian great, immediate, and irreparable harm and so the Supplier agrees that, during the term of this Contract with Experian and for twelve (12) months after the termination thereof, regardless of the reason for the termination, they will not, directly or indirectly, anywhere in the Territory or, on behalf of any Competitive Business perform the same or substantially the same obligations / duties.

18.19.1 Supplier grants to Experian a perpetual, irrevocable, non-exclusive, non-transferable license to use the software for the permitted purpose.

18.19.2 The License granted under Clause 18.19.1 ("the License") is made separately in respect of each individual element of the Software (if

any) as identified in the schedule and commences on the date of such element of the software is first used by Experian. The License will automatically expire on termination of this Agreement for any reason ,unless the license is expressly stated in the schedule to be perpetual.

21. **DEFINITIONS**

21.1. **"Agreement"** is as defined on the signature sheet;

21.2. **"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.

21.3. **"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.

21.4. **"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.

21.5. "**Experian Policies**" means policies, procedures and rules of Experian regarding (a) safety and health; (b) personal, professional and ethical conduct; and (c) Internet and security. Experian Policies shall include the Experian Security Requirements, Background Screening Criteria ("Screenings"), Experian's Code of Business Conduct, Supplier Diversity Reporting and Travel Policy for Suppliers all of which Experian currently posts at http://www.experian.com/corporate/suppliers.html, which may be modified by Experian from time to time.

21.6. **"ITA"** means the Information and Technology Act, 2005 and any subordinate legislation having effect in India.

21.7. **"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.

21.8. **"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;

21.9. **"Group Companies"** shall mean and include any company which in relation to either party is a subsidiary, holding company or subsidiary of a holding company as the terms "subsidiary" and "holding company" are defined under the Companies Act 1956 (as amended).

21.10. **"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.

21.11. **"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;

21.12. **"Open Source Software"** means any software that is subject to an Open Source Licence

21.13. **"Personal Data"** shall have the meaning specified in the ITA.

21.14. "**Personnel**" means a Party's and its Affliates' directors, officers, employees, representatives, agents, auditors, consultants, and Subcontractors.

21.15. **"Purchase Order"** means each of Experian's purchase orders issued to the Supplier in accordance with this Agreement.

21.16. **"Schedule"** means the schedule attached to this Agreement.

21.17. **"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.

21.18. **"Subcontractor"** means a third party or Affiliate of Supplier that may perform or provide, or actually performs or provides, the Service (or any portion thereof) on behalf of Supplier.

21.19. **"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.

21.20. "**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

21.21. "**Permitted purpose**" means Experian's internal business purpose for the provision of Experian services to its Clients;

21.22. "**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.