

Agreement – Audience Targeting Services (Enrichment Trading Environment)

These terms and conditions (the “**Terms and Conditions**”) are entered into between Experian Limited, registered office Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ, company number 653331 (“**Experian**”) and you, the Client (the “**Client**”). You agree that, these Terms and Conditions shall apply to the provision by Experian of Audience Targeting Services (Enrichment Trading Environment) to you the Client.

THE PROJECT

The Client requires Experian to create an audience segment or segments using Experian Data, either for itself or for its customers when the Client is acting as an agency on behalf of its advertiser customers (“**Advertiser**”), to facilitate targeted programmatic advertising within a third party media trading environment (connected to Experian), which sells digital media (“**Enrichment Trading Environment**”).

Experian shall create the audience segment and associated identifying key (“**Key**”) in accordance with the Client’s requirements using Experian Data and will attach the Key to the relevant digital media within the Enrichment Trading Environment (“**Custom Programmatic Audience**”).

In order for Experian to facilitate targeted programmatic advertising, the Demand Side Platform (DSP) that the Client uses must be connected to the Enrichment Trading Environment and to the Experian Supply Side Platform (SSP).

THE PARTIES AGREE AS FOLLOWS:

Definitions

In this Agreement, the following definitions shall have the following meanings unless the context otherwise requires:

“**Commencement Date**” the date that the Keys are created by Experian and assigned to the relevant digital media within the Enrichment Trading Environment.

“**Confidential Information**” any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, Keys, 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.

“**Intellectual Property Rights**” means copyright, database right, domain names, 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.

“**Media Platforms**” a supply side platform that operates within the Enrichment Trading Environment, including Google Ireland Limited.

1. Term and Fees

- 1.1 Experian and the Client agree that (in consideration of the payment by the Client to Experian at the request of Experian of the sum of £1) this Agreement shall commence on the Commencement Date and shall continue in force for so long as Experian provides services in connection with the Project, subject to either party submitting a termination notice to the other party at any time. The Client shall be permitted to use the Custom Programmatic Audiences whilst the Keys are available within the Enrichment Trading Environment irrespective of the term of any other agreement between Experian and the Client. Termination or expiry of this Agreement 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. Any use of the Keys or Custom Programmatic Audience, after the termination or expiry of this Agreement, by Client, its agent, contractors or any party acting on behalf of or for the Client shall be subject to this Agreement in respect to the Client’s obligations and liabilities.
- 1.2 The Client will not be charged any other fees by Experian specifically for the creation of the Custom Programmatic Audience and Keys (although, for the avoidance of doubt, other audience services may be chargeable under separate agreements between the Client and Experian).

2. Confidentiality

- 2.1 Each party shall, in respect of the Confidential Information for which it is the recipient:
 - 2.1.1 keep the Confidential Information strictly confidential and not disclose any part of such Confidential Information to any person except as permitted by or as required for the performance of the recipient’s obligations under this Agreement;
 - 2.1.2 take all reasonable steps to prevent unauthorised access to the Confidential Information; and
 - 2.1.3 not use the Confidential Information other than for the purposes set out in this Agreement.
- 2.2 The parties may disclose the Confidential Information for which it is the recipient to, and allow its use in accordance with this Agreement by, the following (as long as the conditions in Clause 2.3 are met):
 - 2.2.1 employees and officers of the recipient who necessarily require it as a consequence of the performance of the recipient’s obligations under this Agreement;
 - 2.2.2 the recipient’s auditors and professional advisors solely for the purposes of providing professional advice and any other persons or bodies having a legal right or duty to have access to, or knowledge of, the Confidential Information in connection with the business of the recipient;

- 2.2.3 in the case of Experian being the recipient, agents and sub-contractors of Experian who necessarily require it as a consequence of the performance of Experian's obligations under this Agreement, and Experian group companies.
- 2.3 As a condition of the rights set out in Clause 2.2 the party wishing to exercise the rights must (i) ensure that any party to whom it discloses Confidential Information is under an obligation of confidentiality in relation to such Confidential Information and (ii) procure that such persons observe the restrictions in this Clause 2.
- 2.4 The restrictions in Clause 2.1 do not apply to any information to the extent that it (i) is or comes within the public domain other than through a breach of Clause 2.1 or (ii) is in the recipient's possession (with full right to disclose) before receiving it from the other party or (iii) is lawfully received from a third party (with full right to disclose) or (iv) is independently developed by the recipient without access to or use of the Confidential Information of the disclosing party; or (v) is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body or in accordance with the rules of any recognized stock exchange.
- 2.5 The undertakings given by the parties in this Clause 2 shall continue in force beyond any termination or expiry of this Agreement until such time as the Confidential Information becomes public knowledge other than by breach of this Agreement.

3. **Liabilities and Indemnities**

- 3.1 The Client shall fully indemnify Experian and its directors, officers, employees and agents against any and all losses, damages, costs, charges, fines, demands and expenses incurred (including legal expenses reasonably and properly incurred) howsoever arising that are suffered or incurred by Experian. This indemnity shall be unlimited and notwithstanding the provisions of clause 3.4 below, the Client shall be liable for any indirect, consequential, financial loss, anticipated or incidental losses or any other types of loss that Experian suffers or incurs under this Agreement,
- 3.2 As the Custom Programmatic Audience and Keys are provided to the Client free of charge, Experian shall not have any liability (whether in contract, negligence, for breach of statutory duty or otherwise) to the Client arising out of or in connection with this Agreement.
- 3.3 Subject to Clauses 3.1 and 3.4, neither party shall be liable to the other (whether in contract, negligence, for breach of statutory duty or otherwise) for:
- 3.3.1 any indirect or consequential loss;
 - 3.3.2 the following types of financial loss; loss of profits; loss of earnings; loss of business or goodwill; even if that party had notice of the possibility of the other party incurring such losses;
 - 3.3.3 the following types of anticipated or incidental losses; loss of anticipated savings; increase in bad debt; failure to reduce bad debt; even if that party had notice of the possibility of the other party incurring such losses.
- 3.4 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):
- 3.4.1 for breach of its obligations under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
 - 3.4.2 for personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors;
 - 3.4.3 for breach of Clause 2;
 - 3.4.4 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
 - 3.4.5 for that party's fraud.

4. **Intellectual Property Rights**

- 4.1 All Intellectual Property Rights in the audience segments and associated Key will be vested in Experian and to the extent that any rights in such Keys vest in the Client by operation of law, the Client hereby assigns such rights to Experian.

5. **Miscellaneous**

- 5.1 Use of the Key via the digital media purchased on the Enrichment Trading Environment, is subject to the terms and conditions and policies which may change from time to time set by the third party who owns the Enrichment Trading Environment. Experian shall take no responsibility or have any liability whatsoever for the Enriched Trading Environment or any digital media purchased.
- 5.2 The Enrichment Trading Environment provider may cancel or suspend its services at any time.
- 5.3 Except as expressly specifically provided in this Agreement, the Client assumes sole responsibility for results obtained from the use of the Services and for conclusions drawn from such use and nothing in the Agreement should be deemed a guarantee of the volume of, leads, clicks, advertising impressions or any other form of acquisition that will be generated for the Client.
- 5.4 In the event the Client, its agent, contractor or any third party acting on behalf of or for the Client places or wins a bid within the Enriched Trading Environment in relation to a Custom Programmatic Audience, the Client agrees to abide and ensure that any party that accesses the Custom Programmatic Audience on the Client's behalf abides by the Google DoubleClick Ad Exchange Buyer Terms (as amended from time to time by Google Ireland Limited or any of its affiliates ("**Google**")) and posted on www.google.co.uk/doubleclick/adxbuyer/terms.html or any alternative website or location or notified to Enrichment Trading Environment through Experian or otherwise ("**Third Party Terms**"), as if the Client signed the Third Party Terms directly. Any breach by the Client, its agent or contractors (or its agent's contractors) of the Third Party Terms shall be considered a breach of this Agreement.

5.5 In the event the Client is acting on behalf of an Advertiser, the Client shall ensure that the Advertiser complies with the terms of this Agreement, including the Third Party Terms. The Client shall further ensure that Experian and any party mentioned as a third party beneficiary in the Third Party Terms shall be considered a third party beneficiary under this Agreement.

5.6 The Client agrees to comply with the Special Terms and Conditions related to ConsumerView (in the event Experian is creating an audience on behalf of the Client for prospecting) and the third party Census Data terms located on <http://www.experian.co.uk/marketing-services/ems-legal.html>.

6. **General**

6.1 This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England and Wales. If any disputes arise out of, under, or in connection with this Agreement, the parties agree that such disputes shall be dealt with exclusively by the courts of England and Wales.

6.2 The parties hereby 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 or a permitted assignee of such a party, except for Media Platforms.

6.3 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. 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.

6.4 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

6.5 Except as expressly provided in this Agreement, neither party may assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). Experian shall be entitled to sub-contract any or all of its obligations under this Agreement to a sub-contractor but by doing so Experian shall be responsible for the acts and omissions of the sub-contractor to the same extent as if it had carried out the obligations itself pursuant to this Agreement.

6.6 This Agreement sets out all the terms agreed between the parties relating to the subject matter of this Agreement and supersedes any previous agreement between the parties (whether oral or written) relating to the same subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any warranty or representation (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this Clause shall limit or exclude any liability for fraudulent misrepresentations. The warranties expressly set out in this Agreement are the only warranties that each party gives to the other in respect of the subject matter of this Agreement. All other warranties, representations or terms of equivalent effect that might be implied by law are excluded to the extent permitted by law.