

Data Licence Specification (2023)

This Data Licence Specification sets out the non-exclusive terms and conditions under which the Company licences data to the Client (“Licensee” / “Client”) as set out in the Order and the Company General Terms and Conditions, together “the Agreement”.

1. DEFINITIONS

The definitions and rules of interpretation in this Services Specification shall be as set out in the General Terms and Conditions, unless otherwise stated below:

- 1.1. “**CRM System**” means the Client’s customer relationship management system used by the Client or equivalent;
- 1.2. “**Data Sharing Agreement**” / “**DSA**” means the Agreement for non-disclosure and data sharing required to be entered into by the Client and any third parties who will have access to the Products and Services;
- 1.3. “**Licensee**” means the Client set out on the Order;
- 1.4. “**Licence Fee**” means the fee payable by the Client for the Product under this Agreement;
- 1.5. “**Licence Term**” means the term for which the Client is permitted to use the Product as set out in the Order.

2. USE OF THE PRODUCT

- 2.1. This Agreement provides the Licensee with a revocable, non-transferable, limited licence to use the Product. The Licensee shall not be permitted to share a Licence with any of its Affiliates.
- 2.2. Upon payment of the Licence Fee the Licensee is permitted to use the Product in the CRM System for the purpose of recording, planning and reporting representative visits and other sales and marketing activities.
- 2.3. Use of the Licence is strictly limited to the entity named in the Order. Each additional entity in a Group Company shall each require its own Licence.
- 2.4. The data licensed under the licence shall only be used by the Client for the purposes of business-to-business and only in relation to services relevant to a healthcare professional’s role and/or business. For the avoidance of doubt, business-to-consumer marketing of any kind is strictly prohibited under the licence.
- 2.5. The Licensee is strictly prohibited from making copies of the Product.
- 2.6. Where the Product is integrated with other information sources, the Licensee must ensure that all parts of the Product are clearly identifiable and shall ensure that the Product is removed from the Licensee’s systems and / or network on termination of the Agreement for any reason. The Licensee is strictly prohibited, without exception, from retaining a copy of the Product.
- 2.7. Except as provided for in this Agreement, the publication, distribution, alteration and / or sharing or re-sale of the Product is strictly prohibited.
- 2.8. The Licensee is expressly prohibited from sharing the Product with any third parties, including its Affiliates, unless authorised to do so by the Company in advance, in writing.
- 2.9. Where the Licensee has been authorised to share the Product with a third party, the Licensee shall not do so until the nominated third party has entered into a DSA with the Company.
- 2.10. The Licensee may not sub-contract, delegate, or assign any of its rights or obligations under this Agreement without the prior written consent of the Company.
- 2.11. The Licensee will not cause or permit, assist or allow others to cause or permit, anything which may damage or cause harm to the intellectual property of the Company, its title to it. This includes, but is not limited to, copying, revealing to any third party or using any techniques developed by the Company other than on projects conducted by the Company under this Agreement.
- 2.12. All additional and related information including Licensee target flags and Licensee mailing responses, which may be linked to the Product, as a result of end user contact activity, Product ordering activity, and market research activity, will remain the intellectual property of the Licensee.
- 2.13. All Product records shall be removed from the Licensee’s systems within 30 days, or such other timeframe as agreed in writing between the Parties, of termination of this Agreement for any reason.
- 2.14. Client shall be entitled to retain the data, as set out in 2.14 only where it has recorded a sale or obtained consent, compliant with Data Protection Laws, and such sale and/or consent can be proved. Where such data is not recorded at the time of collection, such data may not be retained by the Licensee.

- 2.15. The Licensee acknowledges that data provided under some licences may include 'seed' or 'sleeper' records, which do not relate to real individuals. These records are included for the purpose of monitoring the use of the data, checking for unauthorised use and protecting the Company's intellectual property.
- 2.16. Failure to comply with clause 2 shall constitute a material breach of this Agreement and the Company shall be entitled to terminate the Agreement with immediate effect. Such termination shall not entitle the Licensee to a refund or credit or act as a waiver of the Licensee's obligation to pay any Fees paid or payable under the Agreement. The Company's losses as a result of a breach of this clause shall be pursued in full by the Company. Any charges applied as a result of such a breach shall be charged at the prevailing rates.

2.17. Client-Managed Communications

- 2.17.1. Where a Client's licence includes the supply of email and / or postal addresses, these can be used by the Client to send their own communications subject to clause 2.4.
- 2.17.2. The Client is the data controller in respect of these email addresses for the term of the Licence and shall comply with relevant Data Protection Law.
- 2.17.3. Without limitation to the Client's general obligations as a data controller, the Client shall provide the following information in each communication sent to a contact provided by the Company to the Client: a) the full name of the Licensee; b) contact details for the Licensee including, but not limited to, a valid registered address and registration number; and; c) a clear mechanism by which the recipient of the communication may opt-out of receiving further communications from the Client, at no cost.
- 2.17.4. The Client shall immediately act upon any opt-out requests received in relation to this Agreement, pursuant to 2.17.3(c) above or otherwise and thereafter shall no longer send communications.
- 2.17.5. Use of contact addresses: Client communications will be professionally relevant to the intended recipient in their current role. The Client will not attempt to engage the recipient in any private capacity for any reason. Unless otherwise agreed with the Company in writing, in advance, any Client communications will be limited to a maximum of one per calendar week, to each individual contact provided to you by us.
- 2.17.6. The contact details held by the Company are business contact details, which means that the named recipient has not given explicit consent to receive communications from the sender. As these are not "consented" contacts, we will only allow these contact details to be used in accordance with good business-to-business marketing practice guidelines and in accordance with the advice of the Information Commissioner.
- 2.17.7. Use of Email Platforms: Please note that some email platforms (including but not limited to Mailchimp) are not recognised email delivery systems, and as such the Company cannot recognise hard bounces from these platforms. The Company will not recognise hard bounces from any email platform where the terms and conditions of such an email platform do not allow for purchased data or third-party email data to be used.

3. TERM, RENEWALS AND TERMINATION

- 3.1. This Agreement shall commence on the Commencement Date and shall remain in effect for the Licence Term as set out in the Order.
- 3.2. At the end of the Licence Term, the licence shall automatically terminate.
- 3.3. Where the Client terminates the licence part-way through the Term, the full Licence Fee shall be payable to the Company, without deduction.

4. WARRANTIES

- 4.1. The Client warrants that it shall, at all times, comply with its obligations under Data Protection Law in its use of the Product (in particular regarding the provision of "unsubscribe" options within emails and the use of applicable preference services such as TPS, CTPS, MPS, FPS).
- 4.2. The Client shall, at all times, use the current version of the Product, as it is updated continuously to reflect individuals' requests to be removed from it. Any use of a non-current version of the Product may result in a breach of Data Protection Law and will constitute an irremediable repudiatory breach of the Agreement. Such a breach shall result in immediate termination of the Agreement in accordance with the General Terms and Conditions.

- 4.3. The Client shall immediately notify the Company if it becomes aware of any actual, threatened or potential breach of Data Protection Law. In the event of such a breach, the Client will immediately take all steps necessary to remedy such a breach or protect the personal data against such breach or threat, and will take steps to prevent an equivalent breach in the future.
- 4.4. Where the Client is identified to have used the licenced data outside of the Term, as set out in clause 2.16, the Client shall pay the Licence Fees, at the prevailing rates, set out in the Order Form for each occasion of such unlicensed use of the Product.
- 4.5. the Company warrants:
 - 4.5.1. that the Product will at all times be maintained and updated in accordance with the Company's processes and methodology, which shall at all times incorporate reasonable obligations relating to prompt and accurate maintenance, improvement, updating and availability of the Product. The Company does not provide any warranties in relation to the updating and / or maintenance of any third-party data;
 - 4.5.2. that it has the right to licence the Product under this Agreement;
 - 4.5.3. that all data supplied under the licence has been gathered and processed in accordance with Data Protection Law and that the licensing of such data by the Company is in accordance with Data Protection Law.
- 4.6. The Company does not make any warranty as to the rejected and / or returned mailings and reserves the right to verify any rejected and / or returned mailings.