

## Specialist Share Data Services Specification

This Specialist Share Data (“SSD Subscription Services”) Specification sets out the non-exclusive terms and conditions under which Subscription the Client (“Subscriber” / “Client”) shall have the right to subscribe to the SSD Subscription Services as set out in the Order and the Company General Terms and Conditions, together “the Agreement”.

### 1. DEFINITIONS

- 1.1. **“Additional Services”** means any additional services to be supplied by the Company and as agreed in writing.
- 1.2. **“Annual Subscription and Service Fee”** means the fee payable by the Client for the SSD Subscription Services and Support Services under this Agreement;
- 1.3. **“Authorised Affiliate”** means an entity owned 50% or more by the Client which shall be notified to the Company in writing at the time of placing the Order. The Company reserves the right to refuse the acceptance of an affiliate;
- 1.4. **“Authorised User”** means the number of authorised users of the SSD Subscription Services as set out in the Order;
- 1.5. **“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 SSD Subscription Services and Services;
- 1.6. **“SSD Subscription Fees”** means the fees that you shall pay to Us in as payment for Products and/or Services.
- 1.7. **“Subscriber”** means the organisation set out on the Order;
- 1.8. **“Subscription Term”** means the term for which the Client is permitted to use the SSD Subscription Services as set out in the Order;
- 1.9. **“Validation”** means the Client’s validation of the information by way of customer contact activity, SSD Subscription Services ordering activity, and market research activity carried out by the Subscriber or by a third party on behalf of the Subscriber.

### 2. SCOPE OF THESE SSD SUBSCRIPTION SERVICE SPECIFICATIONS

- 2.1. This Agreement applies to SSD Subscription Services purchased by the Client and set out in the Order, in accordance with the Agreement.
- 2.2. The Client acknowledges that the Company uses published and licensed third party data sources and shall have no liability to the Client for the accuracy or integrity of such sources.
- 2.3. These Subscription Services Specification together with the Company General Terms and Conditions shall apply to all Orders placed by the Client. Unless otherwise agreed in a separate Master Services Agreement between the parties, the terms of that Master Services Agreement shall prevail in the event of any conflict.
- 2.4. Any Subscription Services provided under the terms of this Agreement are provided to the Client, and the Company shall not be under any obligation to provide the Subscription Services to any other party.
- 2.5. If the Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, then, without prejudice to any other right or remedy it may have, the Company shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

### 3. USE OF THE SSD SUBSCRIPTION SERVICES

- 3.1. All intellectual property remains the property of HSJ Information Ltd, and at the end of the term no intellectual property will be retained or transferred by the client
- 3.2. This Agreement provides the Subscriber with a revocable, non-transferable, limited Subscription to use the SSD Subscription Services.
- 3.3. Use of the Subscription is strictly limited to the entity named in the Order or its Authorised Affiliates. Each additional entity in a Group Company shall each require its own Subscription.

- 3.4.** Where the SSD Subscription Services is integrated with other information sources, the Subscriber must ensure that all parts of the SSD Subscription Services are clearly identifiable
- 3.5.** Except as provided for in this Agreement, the publication, distribution, alteration and / or sharing or re-sale of the SSD Subscription Services is strictly prohibited.
- 3.6.** The Subscriber is expressly prohibited from sharing the SSD Subscription Services with any third parties unless authorised to do so by the Company in advance, in writing.
- 3.7.** Where the Subscriber is authorised to share the SSD Subscription Services with a third party under the terms of clause 2.7, the Subscriber shall not do so until the authorised third party has entered into a DSA with the Company.
- 3.8.** The Subscriber may not sub-contract, delegate, or assign any of its rights or obligations under this Agreement without the prior written consent of the Company.
- 3.9.** The Subscriber will not cause or permit anything which may damage or cause harm the intellectual property of the Company, its title to it, or assist or allow others to do so. 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.
- 3.10.** The Subscriber warrants that it shall not share or publish any timelines or other such scheduling relating to the SSD Subscription Services which for the avoidance of doubt, is considered to be the Company intellectual property.
- 3.11.** All additional and related information including Subscriber target flags and Subscriber mailing responses, which may be linked to the SSD Subscription Services, as a result of end user contact activity, SSD Subscription Services ordering activity, and market research activity, will remain the intellectual property of the Subscriber.
- 3.12.** The Subscriber shall, during the Term, notify the Company of any changes to the individuals contact details in the SSD Subscription Services.
- 3.13.** 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 Subscriber to a refund or credit or act as a waiver of the Subscriber'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.
- 3.14.** Where applicable, the Subscriber shall undertake the relevant mandatory training in relation to its use of the SSD Subscription Services.
- 3.15.** Notwithstanding any other provision of this Agreement, the Subscriber may continue to access and use the SSD Subscription Services following the end of the four (4) month period after the final delivery of the Subscription Services, unless both parties formally agree to a renewal, provided that such use remains subject to the surviving provisions of Clause 3 (Use of the SSD Subscription Service) and Clause 4 (General Restrictions), unless otherwise agreed in writing. For the avoidance of doubt, the Company shall have no obligation to provide any support, updates, or any other services agreed by both parties and provided in connection with the SSD Subscription Services from the date of termination.

#### **4. General Restrictions.**

- 4.1.** Subscriber will not (and will not permit any third party to): (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available the SSD Subscription Services to a third party (except as set forth in the Documentation or SOW features expressly intended to enable Subscriber to provide its third parties with access) or outsourcing offering; (b) use the SSD Subscription Services to provide, or incorporate the SSD Subscription Services into, any substantially similar cloud-based service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code [or non-public APIs] to the SSD Subscription Services, except to the extent expressly permitted by applicable law (and

then only upon advance written notice to the Company); (d) remove or obscure any proprietary or other notices contained in the SSD Subscription Services.

- 4.2. Unauthorised Access.** The Subscriber shall notify the Company immediately if it becomes aware of any unauthorised use of the whole or any part of the SSD Subscription Services by any person.

## **5. SSD SUBSCRIPTION SERVICE COMMUNICATIONS**

The Client acknowledges that the recipient email addresses held by the Company are business email addresses and that the named recipient has therefore not given consent to receive emails from the sender. As such, such email addresses shall only be used in accordance with good email practice guidelines and in accordance with the advice of the Information Commissioner.

## **6. SSD SUBSCRIPTION FEES**

- 6.1.** In consideration of the Company providing the SSD Subscription Services, the Client will pay the Subscription Fees in accordance with the Order and, where applicable, any relevant payment schedule.
- 6.2.** If the SSD Subscription Fee is not received when due, the Company reserves the right to not provide, or cease to provide, any or all of the Subscription Services.
- 6.3.** Unless otherwise agreed between the Parties, where the Subscription Fee is payable in one instalment such payment will be due and payable immediately on the date specified on the Order and, where not specified, no later than 30 days from the date of the invoice unless otherwise specified in a valid and binding Master Services Agreement between the parties.

## **7. POSTPONEMENT OR CANCELLATION OF THE SSD SUBSCRIPTION SERVICES**

- 7.1.** The Company shall have no obligation to refund all or part of the SSD Subscription Fee in the event of the Client's postponement and/or cancellation of the Commencement Date for the provision of the Subscription Services.
- 7.2.** In the case of the Company's postponement of the Commencement Date, the Client is deemed to accept the new Commencement Date.
- 7.3.** In the event that the Client cancels part-way through a month, the provision of the Subscription Services will continue until the Renewal Date whereby the provision of the SSD Subscription Services will cease. No refund of any Subscription Fee will be due.
- 7.4.** The Subscription Services are non-transferable.

## **8. TERM**

- 8.1.** This Agreement shall commence on the Commencement Date and shall remain in effect for an Initial Subscription Term as set out in the Order.
- 8.2.** Either Party may serve written notice with no less than ninety (90) days before the expiry of the then current, or extended, Term.
- 8.3.** Where the Client terminates the Subscription part-way through the Term, the Subscription Fee shall be payable to the Company, without deduction.
- 8.4.** The Company shall be entitled to review the Fees on the renewal of each Term and increase these at least in line with Retail Price Index.
- 8.5.** In the event that the Company requires the decision, approval, consent or any other communication from the Client in order to provide the SSD Subscription Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner. The Client acknowledges that any delay on the Client's part of providing any such decision, approval, consent or any other communication may delay the provision of the SSD Subscription Services, for which the Company shall have no liability to the Client.

- 8.6. If the nature of the Subscription Services requires that the Company has access to the Client's property, the Client shall provide access to the same as required.
- 8.7. The Company shall not be liable to the Client for any delay in the provision of the SSD Subscription Services resulting from the Client's failure or delay in complying with any of the provisions of Clause 4.

## 9. WARRANTIES

### 9.1. The Client warrants that:

- 9.1.1. it is authorised to instruct the Company to distribute the Subscription Services;
- 9.1.2. the SSD Subscription Services on and/or distribution of the Subscription Services will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any third party or render the Company liable to any proceedings whatsoever;
- 9.1.3. all details supplied by the Client in respect of the Subscription Services are accurate, complete and true and not misleading and all material submitted to the Company is legal, honest and truthful and is professionally relevant to the intended recipient in their current role and that it is not an attempt to engage the recipient in any private capacity for any reason;
- 9.1.4. the intended use of the Subscription Services comply with the requirements of all relevant legislation and applicable regulations as amended from time to time in the United Kingdom and member states of the European Union;
- 9.1.5. it shall not share any user accounts and / or credentials providing access to the Subscription Services either internally or externally with any third party;
- 9.1.6. it shall be responsible for enabling their access to the SSD Subscription Services and / or Services (via its email provider or such other method as to enable receipt of the SSD Subscription Services and / or Services);
- 9.1.7. it shall be responsible for any data that it uploads to any of the SSD Subscription Services and / or Services;

### 9.2. In the event that the Company requires the decision, approval, consent or any other communication from the Client in order to provide the SSD Subscription Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner. The Client acknowledges that any delay on the Client's part of providing any such decision, approval, consent or any other communication may delay the provision of the Subscription Services, for which the Company shall have no liability to the Client.

### 9.3. If the nature of the SSD Subscription Services requires that the Company has access to the Client's property, the Client shall provide access to the same as required.

### 9.4. The Company shall not be liable to the Client for any delay in the provision of the Subscription Services resulting from the Client's failure or delay in complying with any of the provisions of Clause [CANCELLATION, POSTPONEMENT, INACTIVITY].

### 9.5. The Client warrants that it shall not engage in joint promotions with any third party in relation to the SSD Subscription Services without the Company's prior written consent.

### 9.6. The client warrants that it shall not share any of the SSD Subscription Services with any third party prior to the consent of the Company.

### 9.7. Where SSD Subscription Services delivered through digital platforms and scheduled maintenance and/or repairs and/or updates are required, the Company shall use commercially reasonable endeavours to carry out such maintenance and/or repairs and/or updates outside of business hours. The Client acknowledges that this may not always be possible, and the Company reserves the right to, upon reasonable notice to the Client:

- 9.7.1. carry out such maintenance during business hours; and / or
- 9.7.2. temporarily suspend access to the SSD Subscription Services to enable major maintenance and/or repair and/or updates to take place.

### 9.8. the Company warrants:

**9.8.1.** that the SSD Subscription Services 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 SSD Subscription Services. The Company does not provide any warranties in relation to the updating and / or maintenance of any third party data;

**9.8.2.** that it has the right to Subscription the SSD Subscription Services under this Agreement;

**9.8.3.** that all data supplied under the License has been gathered and processed in accordance with the Data Protection Laws and that the sale and transfer of such data by the Company is in accordance with the Data Protection Laws.

**9.9.** The Company shall have no liability to the Client where delays result from delays in updating of the data by the NHS or such other external source upon which the Company may rely.

## **10. COSTS AND OBLIGATIONS ON TERMINATION**

**10.1.** Where termination occurs by the company before the Subscription Services have been completed, the Company will refund to the Client a proportion of the Fees paid, deducting the costs of any Subscription Services delivered up to and including the date of termination, together with associated expenses;

**10.2.** In the event of the Client terminating without cause, the Client shall remain liable for the full Fees agreed upon.

**10.3.** Upon expiry or termination of this Agreement, the Parties agree that:

**10.3.1.** the Company's obligations to provide any further Subscription Services will cease with immediate effect;

**10.3.2.** Any Subscriptions granted to the Client pursuant to this Agreement will immediately cease; and

**10.3.3.** The Client will destroy any Company and / or event materials and remove the marks from any other materials and / or Client Materials in its possession.