

Data Assessment Terms and Conditions (South Africa)
Version 1.0 September 2024

1. Introduction

This Agreement takes effect on the date specified in the Order and continues for the Term.

2. Services

dunnhumby shall provide the Services in accordance with this Agreement, with reasonable skill and care, and in compliance with Laws that apply to the provision of Services to dunnhumby's customers generally.

3. Client obligations

3.1 Client shall:

- (a) provide dunnhumby with reasonable information, assistance, and access to Client's Personnel at dunnhumby's request for dunnhumby's performance of this Agreement;
- (b) ensure that information provided by or on behalf of Client to dunnhumby in connection with this Agreement is complete and accurate in all material respects;
- (c) perform and fulfil Client Dependencies; and
- (d) use the Services and Outputs (and ensure that Client Personnel use the Services and Outputs) in accordance with this Agreement and in compliance with applicable Laws.

4. Fees, Expenses, and payments

4.1 Fees are shown on the Order exclusive of Sales Taxes and Expenses. Fees, Sales Taxes, and Expenses will be shown as separate line items on invoices. Unless otherwise provided in the Order, dunnhumby may invoice Client for Fees monthly in advance, and for Expenses, as incurred.

4.2 Unless specified otherwise in the Order, Client shall pay all invoices within thirty (30) days after the date of invoice, in full without set-off, counterclaim, abatement, withholding or other deduction. If Client fails to pay any invoice or part of an invoice on time, dunnhumby may charge and Client shall pay Interest on the overdue amount calculated daily from the date when payment was due to the date when dunnhumby receives full payment.

4.3 Client shall pay dunnhumby Fees, Expenses and Sales Taxes in the currency specified in the invoice by electronic transfer to such account as dunnhumby specifies from time to time in writing.

5. Ownership of IPRs

5.1 All IPRs in Client Materials are and remain the property of Client and Client's licensors.

5.2 All IPRs in the Services, Outputs, dunnhumby Data, Third Party Data, dunnhumby Know How and any modifications, adaptations and translations of the same (excluding IPRs in Client Materials), are and remain the property of dunnhumby and dunnhumby's licensors.

6. Licence of Outputs to Client

6.1 dunnhumby grants Client a non-exclusive, royalty-free, licence to use Outputs for Client's internal business purposes. This includes the right to copy and incorporate Outputs into reports, presentations, or other documents solely for Client's internal business purposes. Client shall ensure that all reproductions of Outputs made by Client include clear and prominent notices identifying dunnhumby as the source of the Outputs and specifying that the Outputs are the confidential information of dunnhumby and other members of the dunnhumby Group.

6.2 The licences granted under Clause 6.1 are:

- (a) non-transferable and, unless the Order specifies otherwise, non-sub-licensable; and
- (b) perpetual, unless the Order specifies otherwise or unless dunnhumby terminates this Agreement under Clause 16.1(a) for Client's material breach or under Clause 16.2(b) for late payment or under Clause 16.2(c) for breach of Clause 6.4. In that case, the licences granted under Clause 6.1 shall immediately terminate.

6.3 For some services, dunnhumby may make Outputs available to Client via a dunnhumby platform. If so, dunnhumby grants Client a limited licence for Users to access such platform during the Term solely for the purpose of accessing the Outputs. Client acknowledges that Users may be required to accept terms of access before being granted access to the platform.

6.4 Client will not and will procure that its Personnel and sub-licensees do not:

- (a) use the Services or Outputs for any purpose that is not expressly permitted in this Agreement;
- (b) remove any identification, confidentiality or other marks or notices from the Services or Outputs;
- (c) decompile, reverse engineer, or disassemble the Services or Outputs or any dunnhumby platform made available to Client, or attempt to do so or
- (d) modify, translate, or create derivative works from the Services or Outputs.

7. Licence to dunnhumby

7.1 Client grants dunnhumby a non-exclusive, royalty-free licence to use, copy, modify and translate Client Materials for the purpose of performing dunnhumby's obligations and exercising dunnhumby's rights under this Agreement.

7.2 The licence granted in Clauses 7.1 includes rights to:

- (a) copy, extract, modify, translate, and transform Client Data;
- (b) combine and merge Client Data with dunnhumby Data and Third Party Data; and
- (c) analyse and apply dunnhumby Know How to Client Data and apply additional data generated as a result to Client Data.

7.5 Subject to the provisions of the DPA concerning the appointment of sub-processors, dunnhumby may sub-license any or all of the rights under Clauses 7.1 and 7.2 to dunnhumby Personnel, Affiliates, and subcontractors.

8. Deletion of Client Data

8.1 Clause 11.5 of this Agreement does not apply in respect of Client Data. dunnhumby's obligations to delete Client Data are set out in this Clause 8.

8.2 dunnhumby shall delete all Client Data in its possession or control within 90 (ninety) days after:

- (a) termination or expiry of this Agreement; or
- (b) the date on which dunnhumby stops providing Services that require use of Client Data, whichever is earlier, except to the extent that:

Data Assessment Terms and Conditions (South Africa)
Version 1.0 September 2024

- (c) dunnhumby is required by law to retain a copy of Client Data; or
- (d) Client Data is in electronic form and was created in the ordinary course of data or digital management or archiving operations; or
- (e) any other provision of this Agreement permits dunnhumby to use the Client Data after termination or expiry of this Agreement.
- 8.3 dunnhumby shall not use Client Data retained under (c), (d) or (e) above for any purpose other than compliance with law, digital storage or archival, or the specific Permitted Purpose, as applicable.
- 8.4 Client acknowledges that if dunnhumby uses a third-party cloud environment in connection with the Services, actual deletion of Client Data by the third party provider from their environment may not follow dunnhumby's deletion instruction to them and may exceed the periods referred to in Clause 8.2.
- 9. Feedback**
At its option, Client may provide Feedback to dunnhumby, and if Client does so, then dunnhumby Group members may use the Feedback freely and without restriction or obligation. dunnhumby acknowledges that any Feedback from Client is provided "as is" without warranty.
- 10. Mutual warranty**
Each Party warrants that its performance of this Agreement shall not breach any other contract to which it is party, or any judgment or court order against it, and it has all necessary government and regulatory approvals, consents, permits and licences to perform its obligations under this Agreement.
- 11. Confidentiality**
- 11.1 **Confidential Information** of a Party or of any member of that Party's Group (**Discloser**) means all data or information marked or designated as confidential or which ought reasonably be considered confidential, and which is made available by or on behalf of Discloser to the other Party (**Recipient**) or a member of Recipient's Group, or that is obtained by Recipient's Personnel visiting any Discloser premises or accessing Discloser's systems, and any information derived from that information. Discloser's Confidential Information may include, but is not limited to, commercial, strategic, financial, cost, pricing, or marketing information. The Services, Outputs, dunnhumby Data, Third Party Data, and dunnhumby Know How are dunnhumby's Confidential Information. Client Materials are Client's Confidential Information.
- 11.2 Confidential Information does not include information that:
- (a) Recipient can demonstrate was already known to a Recipient Group member at the time they obtained the information, without a separate obligation of confidentiality in respect of that information;
- (b) is in the public domain, other than due to a breach of this Agreement or confidence; or
- (c) Recipient can demonstrate was independently developed by a Recipient Group member without reference to or use of Discloser's Confidential Information.
- 11.3 Recipient may use Discloser's Confidential Information solely to perform its obligations and exercise and enforce its rights under this Agreement and for any other purposes expressly permitted in this Agreement.
- 11.4 Recipient shall keep and shall procure that its Group members keep Discloser's Confidential Information secret and confidential and not disclose (and procure that its Group members do not disclose) Discloser's Confidential Information to any person, except:
- (a) with Discloser's prior written consent;
- (b) to Recipient's professional advisers under conditions of confidentiality;
- (c) to (i) Recipient's Personnel and in dunnhumby's case, to dunnhumby's Affiliates and subcontractors, on a "need to know" basis for the purposes permitted under this Agreement, and (ii) in Client's case, where Client has the right to sub-license Outputs under this Agreement, to the relevant sublicensee(s), provided in each case, Recipient has informed them of the confidential nature of the information and Recipient ensures that they comply with the confidentiality obligations in this Agreement in respect of the information; or
- (d) if disclosure of that Confidential Information is required by applicable law, rules of a stock exchange, any governmental or regulatory authority or by a court of competent jurisdiction. Where lawful and reasonably practicable, Recipient shall consult with Discloser before making such a disclosure so that Discloser has a reasonable opportunity to resist or limit disclosure.
- 11.5 Within 90 days after termination or expiry this Agreement, Recipient shall destroy, and shall ensure that its Personnel, and in dunnhumby's case, its Affiliates and subcontractors destroy, all copies of Discloser's Confidential Information in their possession or control, unless
- (a) Recipient is required by law to retain a copy; or
- (b) the information is in electronic form and was created in the ordinary course of data or digital management or archiving operations. In both cases, Recipient shall keep the retained Confidential Information secret and confidential in accordance with this Clause and shall not use the information for any purpose other than compliance with law or digital storage or archival, as applicable. Client is not required to destroy Outputs under this Clause, unless Client's licence to use Outputs is terminated in accordance with this Agreement.
- 11.6 The restrictions and obligations in this Clause continue until five years after termination of this Agreement.
- 12. Indemnity**
- 12.1 Each Party (the **Indemnifying Party**):
- (a) shall defend the other Party and where Client is the Indemnifying Party, Client shall also defend dunnhumby's authorised sublicensees under Clause 7)) (each, an **Indemnified Party**) against any claims by a third party that the Indemnified Party's use of, in Client's case, the Services and Outputs, and in dunnhumby's case, Client Materials, in accordance with this Agreement, infringes the third party's IPRs (a **Third Party Claim**); and
- (b) indemnifies the Indemnified Party against:
- (i) damages and costs finally awarded against the Indemnified Party in judgment by a court of competent jurisdiction as a result of a Third Party Claim; and
- (ii) amounts paid by the Indemnified Party (or that the Indemnified Party is obliged to pay) under a settlement of a Third Party Claim, provided the Indemnifying Party approved the fact and amount of the settlement in writing.

Data Assessment Terms and Conditions (South Africa)
Version 1.0 September 2024

- 12.2 A claim against the Indemnified Party by any of its Group members is not claim by a third party, for the purpose of Clause 12.1.
- 12.3 The obligations under Clause 12.1 apply only if the Indemnified Party:
- (a) informs the Indemnifying Party of the Third Party Claim reasonably promptly after becoming aware of it;
 - (b) gives the Indemnifying Party full control of the defence, negotiation, and settlement of the Third Party Claim and does not admit liability without the Indemnifying Party's prior written consent; and
 - (c) at the Indemnifying Party's request, gives the Indemnifying Party all information and assistance that the Indemnifying Party reasonably requires to defend, negotiate, and settle the Third Party Claim.
- 12.4 The Indemnifying Party shall not settle any Third Party Claim made against the Indemnified Party in a way that imposes any obligation on the Indemnified Party (other than a payment obligation), without the Indemnified Party's prior written consent, not to be unreasonably withheld or delayed.
- 12.5 dunnhumby has no obligation or liability to indemnify Client against Third Party Claims arising from: (a) the combination or use of Services or Outputs with products, services, data or materials not authorised in writing or provided by dunnhumby; or (b) modifications to Services or Outputs not authorized in writing by dunnhumby; (c) Open Source Software or other third party software; or (d) Client Materials being infringing.
- 12.6 This Clause 12 sets out the Parties' sole and exclusive obligations and liability in relation to Third Party Claims.
- 13. Disclaimer and liability**
- 13.1 Client is solely responsible for Client's commercial application of the Services and Outputs and all decisions that Client makes in reliance on the Services or Outputs. dunnhumby does not warrant or promise that the Services or Outputs or Client's use of them will lead to or produce a particular result or benefit.
- 13.2 Nothing in this Agreement limits or excludes:
- (a) Client's liability for payment of Fees, Expenses and Sales Taxes;
 - (b) a Party's liability for personal injury or death caused by its negligence;
 - (c) a Party's liability for fraud or fraudulent misrepresentation;
 - (e) a Party's liability under Clause 12 (indemnity);
 - (f) a liability that cannot be excluded or limited under applicable law.
- 13.3 The exclusions and limitations of liability in Clauses 13.4 to 13.7 apply whether the liability arises in contract, delict, tort (including negligence) or under any other legal theory of recovery.
- 13.4 A Party shall not be liable under or in connection with this Agreement for:
- (a) indirect or consequential loss; or
 - (b) loss of revenue, loss of profit, loss of contracts or opportunity, loss of business, loss or corruption of data, loss of or damage to goodwill or reputation, or failure to realise anticipated benefits or savings.
- 13.5 A Party's total liability under or in connection with this Agreement shall not exceed the total Fees paid and payable by Client under this Agreement.
- 13.6 Notwithstanding any other provision of this Agreement, Free Services are provided "as is", without warranty or indemnity of any kind. Free Services are excluded from any commitments as to availability and may not be supported. Client, and if applicable, its Affiliates, bears all risk of use of such Services. To the fullest extent permitted by law, dunnhumby excludes all liability arising out of or in connection with Client's use of Free Services. If this exclusion is not enforceable for any reason, dunnhumby's total liability under or in connection with this Agreement in relation to such Services shall be limited to £100.
- 13.7 The warranties and obligations set out in this Agreement are the only ones given by dunnhumby. All other warranties, conditions, terms, and obligations that may be implied into this Agreement by law or otherwise are excluded to the fullest extent permitted by law or, if they may not be lawfully excluded, are waived by Client.
- 14. Force Majeure and other relief**
- 14.1 A Party is not liable for breach of this Agreement or for any delay, failure or interruption in its performance (other than a payment obligation) that is due to Force Majeure, provided the affected Party informs the other Party of the nature of Force Majeure reasonably promptly after they become aware of it, takes reasonable steps to mitigate the effects of the Force Majeure, and keeps the other Party reasonably informed of progress in resolving the effects of the Force Majeure on their performance.
- 14.2 dunnhumby is not liable for any interruption, defect, delay, non-performance or breach of its obligations under this Agreement that is due to a Relief Event. Where a Relief Event increases dunnhumby's costs of performing an Order or results in additional work for dunnhumby, dunnhumby may reschedule delivery or performance, invoice Client for the increased costs incurred by dunnhumby and for the additional work on a time and materials basis calculated at dunnhumby's standard rates, provided that dunnhumby has notified Client that a Relief Event has impacted (or will impact) dunnhumby's performance.
- 15. Suspension**
- dunnhumby may suspend performance of this Agreement if Client fails make payment under this Agreement by the due date, or at any time for emergency security reasons, or if continued performance would contravene applicable law or Sanctions and Export Controls. Where reasonably practicable dunnhumby will endeavour to give Client prior notification of suspension.
- 16. Termination**
- 16.1 A Party may terminate this Agreement by notice if:
- (a) the other Party commits a material breach of this Agreement and fails to correct the breach within 30 days of receipt of notice requiring correction;
 - (b) either Party is substantially prevented from performing its obligations under the Agreement, other than payment obligations, for a period of 90 days or more due to Force Majeure;
 - (c) an Insolvency Event occurs and termination in these circumstances is permitted under applicable law; or
 - (d) the other Party is in breach of Clause 18 (Anti-bribery and corruption).
- 16.2 dunnhumby may terminate this Agreement by notice if:

Data Assessment Terms and Conditions (South Africa)
Version 1.0 September 2024

- (a) provision of the Services becomes prohibited under Sanctions and Export Controls or applicable law;
 - (b) Client is late in making payment under this Agreement and fails to make payment within 30 days after receipt of notice of late payment;
or
 - (c) Client breaches Clause 6.4.
- 16.3 The terminating Party shall ensure that notice of termination states the grounds for termination and the date on which termination will take effect.

17. Consequences of termination

- 17.1 On termination of this Agreement for any reason, Client's right to receive the Services shall immediately terminate.
- 17.2 If dunnhumby terminates this Agreement under Clause 16.1(a) for Client's material breach or under Clause 16.2(b) for late payment or under Clause 16.2(c), all licences of Outputs granted to Client under that Order shall immediately terminate and Client shall stop using the Outputs.
- 17.3 Following expiry or termination of this Agreement dunnhumby may invoice Client for all work and Services performed up to the date of expiry or termination.
- 17.4 Termination shall not affect any accrued rights or remedies of the Parties.
- 17.5 The following Clauses continue in force after termination, as do all other Clauses that by implication survive termination: 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 17, 19, 20, 21, 22, and 23.

18. Anti-bribery and corruption

Each Party shall use appropriate organizational measures to comply with all anti-bribery and anti-corruption laws that are applicable to it or its Group members and notify the other Party of any actual or suspected fraud, bribery or corruption relating to the relationship contemplated by this Agreement as soon as possible.

19. Sanctions and Export Controls

Client shall not access or use and shall procure that Client's sublicensees authorised under this Agreement (if applicable) do not access or use the Services or Outputs in breach of Sanctions and Export Controls or in such a way that causes dunnhumby to be in breach of Sanctions and Export Controls.

20. Publicity

- 20.1 Each Party may issue publicity including press releases in relation to this Agreement and the Services, and where a Party does so, the other Party consents to the use of its trade marks in the relevant publicity.
- 20.2 Nothing in this Clause affects a Party's rights and obligations under Clause 11 (Confidentiality).

21. Miscellaneous

- 21.1 The Parties are independent contractors. Nothing in this Agreement creates an agency relationship, a partnership or joint venture between the Parties.
- 21.2 This Agreement is the entire agreement between the Parties relating to its subject matter and supersedes all prior agreements between the Parties in relation to its subject matter. Each Party acknowledges that it has not relied on any statement, representation, warranty, or other promise not contained in this Agreement. Terms and conditions referred to in Client's purchase order or any other Client documentation do not apply unless expressly set out in an Order.
- 21.3 A waiver must be in writing and signed by or on behalf of the Party granting the waiver to be effective. If a Party delays exercising a right or remedy, this will not be treated as a waiver. If a Party only partly exercises a right or remedy, this shall not prevent or restrict that Party from further exercising that right or remedy.
- 21.4 dunnhumby may subcontract its obligations under this Agreement without Client's consent, but otherwise a Party shall not assign, novate, subcontract, or place in trust any of its rights or obligations under the Agreement without the other Party's prior written consent. A Party will not unreasonably withhold consent under this Clause. Subcontracting shall not relieve dunnhumby of its obligations under this Agreement.
- 21.5 A person who is not a Party to this Agreement has no right to enforce any term of it.
- 21.6 If any term or part of a term of this Agreement is unenforceable for any reason, the other terms shall survive. Where a term or part of a term is unenforceable but would be enforceable if modified, it shall survive with the minimum modification necessary to give effect to the commercial intention of the Parties.
- 21.7 Where this Agreement is provided in English and in translation, the English language version takes priority.
- 21.8 Any express remedies set out in this Agreement are in addition to and do not limit remedies available at law.
- 21.9 Notices under this Agreement must be in writing and delivered by hand, by recognised courier with signature receipt on delivery (in each case with a copy by email), or by email to the relevant Party's address for notices specified in the Order. Notices correctly delivered by hand or recognised courier in accordance with this Clause are served on delivery. Email notices are served when transmitted without "bounce-back" or other error message. A Party may change its address for notices by giving the other Party notice in accordance with this Clause.
- 21.10 No rule of construction shall be applied to the disadvantage of a Party to this Agreement because that Party was responsible for or participated in the preparation of this Agreement or any part of it.

22. Governing law and disputes

- 22.1 This Agreement and all Disputes shall be governed exclusively by the laws of England and Wales, without regard to conflict of law principles.
- 22.2 A Party is entitled to seek injunctive relief before any court of competent jurisdiction.
- 22.3 dunnhumby may at its option bring claims for Client's failure to pay Fees, Expenses, Sales Taxes, Interest, or other amounts in accordance with this Agreement in the courts of the Republic of South Africa.
- 22.4 Subject to Clauses 22.2 and 22.3, and unless agreed otherwise by the Parties in writing:
- (a) Disputes shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the **ICC Rules**) by one or more arbitrators appointed in accordance with the ICC Rules.

Data Assessment Terms and Conditions (South Africa)
Version 1.0 September 2024

- (b) The governing procedural law of the arbitration shall be English law; and the place of the arbitration shall be London.
- (c) The language of the arbitration shall be English.
- (d) The arbitrator(s) shall deliver an award together with written reasons within 20 Business Days after the date upon which the arbitration ends. The decision of the arbitrators shall be final and binding.
- (e) The Parties shall keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the Parties and the decisions made by the arbitral tribunal, including its awards. This shall not prevent or restrict disclosure to a Party's financial or legal advisors or insurers, provided they are bound by equivalent confidentiality obligations. This confidentiality undertaking shall not apply to the extent that disclosure may be required of a Party: (i) due to mandatory law, stock exchange regulations or an order of a competent court of public authority; (ii) to protect, fulfil or pursue a legitimate legal right or obligation under this Agreement; or (iii) to enforce or challenge an arbitral award before a competent court or public authority.
- (f) This Clause 22.4 shall be governed by the same governing law as the Agreement.

23. Definitions

In this Agreement:

Affiliate with respect to Client, means any legal person that directly or indirectly controls, is controlled by or is under common control with the Client. **Affiliate** with respect to dunnhumby means (a) where the dunnhumby contracting entity under this Agreement is dunnhumby Limited, any legal person that is a subsidiary of dunnhumby Limited including a legal person over whom dunnhumby Limited has direct or indirect ownership of 50% or more of the voting share capital or the equivalent right under contract to control management decisions; or (b) where the dunnhumby contracting entity under this Agreement is any entity other than dunnhumby Limited, means dunnhumby Limited and any legal person that is a subsidiary of dunnhumby or dunnhumby Limited, including a legal person over whom dunnhumby or dunnhumby Limited has direct or indirect ownership of 50% or more of the voting share capital or the equivalent right under contract to control management decisions.

Agreement means the Order, any annexes to or supplements referred to in the Order, these terms and conditions, and the DPA.

Business Day means a day other than a Saturday, Sunday or public holiday in England.

Client means the client entity specified in the Order.

Client Data means all data including Client Personal Data (if any) that Client provides to dunnhumby in the format in which dunnhumby first receives such data for the purposes of providing Services to Client.

Client Personal Data means Client Data to the extent that it contains or comprises Personal Data.

Client Dependencies means the Client's tasks and responsibilities described in the Order.

Client Group means Client and its Affiliates, and **member** of the Client Group shall be construed accordingly.

Client Materials means (a) Client Data and (b) all documents, works and materials created by Client or a third party that Client provides or makes available or authorises a third party to provide or make available to dunnhumby for the purposes of performance of an Order.

DPA means the data processing addendum published on the website linked in the Order as at the effective date of this Agreement, including the security measures referred to in the data processing addendum.

dunnhumby means the dunnhumby entity specified in the Order.

dunnhumby Data means data from data sets independently generated and controlled by a dunnhumby Group member and used by or on behalf of dunnhumby in the performance of this Agreement.

dunnhumby Group means dunnhumby and its Affiliates, and **member** of the dunnhumby Group shall be construed accordingly.

dunnhumby Know How means algorithms, models, know-how, and methodologies, techniques, and processes owned by or licensed by a third party to, dunnhumby or a member of the dunnhumby Group and which are used by dunnhumby in the performance of this Agreement.

Expenses means travel and other expenses specified in the Order or otherwise incurred by dunnhumby with Client's prior written approval in connection with the Order.

Feedback means comments, suggestions, feedback or requests in relation to the Services, including any dunnhumby platform that dunnhumby makes available to Client under this Agreement.

Fees means fees specified in the Order.

Force Majeure means (a) war, riot, terrorism, extreme weather, fire, strikes, industrial disputes, changes in law, general internet congestion, slowdown or unavailability of a third party provider's cloud information technology environment, distributed denial of service attack or change made by a relevant third party provider of cloud information technology environment, or (b) any event beyond the reasonable control of the affected Party provided the effect on the affected Party's performance could not reasonably have been circumvented by industry standard precautions.

Free Service means a Service that is provided to Client without charge, for as long as that Service is provided without charge.

Insolvency Event means a proposal is made for any composition, scheme or arrangement with the other Party's creditors; any step is taken to appoint a trustee, receiver, administrative receiver, administrator, liquidator or similar officer over all or any part of the other Party's business or assets; any step is taken for the other Party's liquidation or winding-up other than a solvent amalgamation or reconstruction, any security interest is enforced against the other Party; the other Party ceases or threatens to cease to carry on business; or a meeting of the other Party's creditors is held or convened for the purpose of considering any of the above events, or any analogous event in any applicable jurisdiction.

Interest means interest calculated at the highest rate provided for or permitted by applicable law.

IPRs means all intellectual property rights arising anywhere in the world, whether registered or unregistered, including copyrights, database rights, patents and rights in inventions, design rights, trademarks, rights in business names, service names and service marks, rights in goodwill and rights in domain names and all rights associated with them such as rights to apply for their registration and to bring proceedings for their infringement and for passing off.

Laws means applicable statutes, laws, rules, regulations, or orders of any federal, state, local or other governmental or regulatory authority having jurisdiction.

Data Assessment Terms and Conditions (South Africa)
Version 1.0 September 2024

Outputs means insights, data points, reports, analyses, and deliverables provided by dunnhumby to Client under this Agreement.

Order means the commercial order form presented by dunnhumby and signed or accepted on behalf of Client that refers to these terms and conditions.

Party means dunnhumby or Client, as the context requires, and together, dunnhumby and Client are **the Parties**.

Personal Data has the meaning given in the DPA.

Personnel means officers, employees, individual contractors and secondees working under the direction of the relevant Party.

Relief Event means: (a) Client's breach of this Agreement or negligence; (b) any change, defect, issue, or problem affecting Client's information technology systems, unless caused by dunnhumby; (c) any action dunnhumby takes in accordance with Client's written instructions; (d) any modification to the Services or Outputs not made by dunnhumby or not authorised by dunnhumby in writing; or (e) Client's failure to maintain copies of the Client Materials, including appropriate back-ups and archives.

Sales Taxes means value-added, sales, transaction, use or similar taxes, excluding taxes on dunnhumby's income, personnel, or operations.

Sanctions and Export Controls means any trade, economic or financial sanctions, embargoes, or similar restrictive measures of a Sanctions Authority and all applicable export and import laws and regulations, applicable to any member of the dunnhumby Group.

Sanctions Authority means the United Kingdom, European Union, United States, or any government or official institution or agency of any of the above.

Services means services to be provided by dunnhumby to Client, as described in the Order.

Term means the term specified in the Order or if the Order is terminated sooner, the period up to termination of the Order. If the Order does not specify a term, the Term means the period ending on completion of the Services, or if the Order is terminated sooner, the period up to termination of the Order.

Third Party Data means data from data sets independently generated and controlled by a third party and used by or on behalf of dunnhumby in the performance of this Agreement, including data sets created by digital behavioural tracking technology.

User means Personnel of Client who are assigned a personal unique ID and password to access a dunnhumby platform that dunnhumby makes available to Client under this Agreement Order.