

## Experian Standard Services Terms

### 1. General

#### 1.1. Experian shall:

- 1.1.1. provide the listed Service(s) during the contracted period, within the “**Agreed Service Hours**” for the Service(s), which are Core Hours and/or Extended Hours as agreed within the relevant Schedule, where:
  - a) “**Core Hours**” means 09:00 – 17:00 (unless otherwise specified in the relevant Schedule), Monday to Friday, excluding any UK public holidays;
  - b) “**Extended Hours**” means 24 hours per day, 7 days per week, every day of the year;
- 1.1.2. ensure that all relevant personnel are suitably skilled, and:
  - a) have received appropriate and relevant application or systems administration training prior to providing and supporting the Service(s), and
  - b) are aware of any available electronic documents, help files and guidelines prior to providing and supporting the Service(s);
- 1.1.3. provide Service Request Management, Incident Management, and all other assistance outlined below during Core Hours; and
- 1.1.4. take all reasonable steps to minimise impact on the availability of the Service(s), and provide Major Incident Management to restore availability in case of any Downtime, during the Agreed Service Hours.

#### 1.2. The Client shall:

- 1.2.1. provide information to assist Experian with task prioritisation;
- 1.2.2. provide appropriate access to the Client Environment where reasonably requested by Experian;
- 1.2.3. utilise the agreed form of secure data transfer to enable the transfer of data between Experian and the Client;
- 1.2.4. ensure all relevant personnel are suitably skilled, and:
  - a) have received any appropriate and relevant application or systems administration training prior to using the Service(s) and/or providing any Client Services,
  - b) are aware of any available electronic documents, help files and guidelines provided by Experian prior to using the Service(s) and/or providing any Client Services, and
  - c) utilise the Service(s) and/or provide any Client Services in accordance with the available electronic documents, help files and guidelines provided by Experian;
- 1.2.5. provide contact details of the Client personnel to respond to queries and/or Incident investigations during Agreed Service Hours;
- 1.2.6. be responsible for the Client Environment, and shall:
  - a) likewise be responsible, where applicable, for:
    - i the Availability Management of any aspects of the Service(s) hosted by the Client or third parties of the client, including promptly applying any Hotfixes, Patches, Service Packs and Releases made available by Experian in accordance with clause 8.2 below,
    - ii any Client Services, and
    - iii all operating or interfacing systems in the Client Environment related to, underpinning, or accessed by the Service(s);
  - b) maintain and make available a change log detailing any changes made that relate to or potentially impact the Service(s) or any Client Service(s); and
  - c) perform appropriate Configuration Management for the Client Environment to enable Experian to promptly diagnose any Incidents;
- 1.2.7. provide 30 days’ notice (or as soon as reasonably practicable) to Experian, via email or as otherwise agreed in writing, of:

- a) any change, planned or otherwise, to the Client Environment that relate to or may impact the Service(s), and
- b) any change, planned or otherwise, which could result in changes to business volumes, including for example any direct marketing or promotional activities.

## 2. Service Desk

- 2.1. The Client shall treat the Service Desk as the single point of contact for Experian when raising Service Requests, Incidents, and Requests for Operational Change, and when requesting either updates on any progress or feedback on a record's closure.
- 2.2. Experian shall:
  - 2.2.1. provide the Client with a point of contact, identified as the "**Service Desk**", via email and/or telephone and/or service portal as specified by Experian, during the Agreed Service Hours;
  - 2.2.2. record all Service Requests, Incidents, and Requests for Operational Change raised by the Client, and act reasonably in their categorisation;
  - 2.2.3. provide a formal response to the Client, on receipt and acceptance of a Service Request or Incident, including a unique reference number;
  - 2.2.4. handle ongoing Incident and Service Request communications between the Client and Experian including appropriate updates on progress;
  - 2.2.5. provide initial investigation, attempt diagnosis of Incidents, and fulfil Service Requests, where applicable, and escalate to relevant specialist teams where not;
  - 2.2.6. act reasonably in the closure of Service Requests and Incidents with the Client; and
  - 2.2.7. acknowledge any Complaint or Compliment formally logged by the Client, raise it via the Service Desk into the relevant system and/or with the relevant team, and appropriately support any necessary actions.

## 3. Service Request Management

- 3.1. The Client shall:
  - 3.1.1. submit any Service Requests to Experian, via the Service Desk;
  - 3.1.2. provide all appropriate requested information; and
  - 3.1.3. cooperate fully with Experian where Client involvement is necessary for fulfillment of the Service Request.
- 3.2. Experian shall:
  - 3.2.1. fulfill each Service Request within a reasonable timeframe, during Core Hours; and
  - 3.2.2. notify the Client if a Service Request can't be fulfilled.

## 4. Major Incident Management

- 4.1. The Client shall:
  - 4.1.1. undertake the initial review, internal investigation, and triage, with the Service(s), end user, or within the Client Environment, prior to contacting Experian;
  - 4.1.2. utilise the agreed engagement route, of a telephone call to the Service Desk unless otherwise specified, to raise a Priority 1 Incident (a "**Major Incident**") at the earliest appropriate time;
  - 4.1.3. explicitly call out any concerns or suggestions that there may be security or regulatory risk or where there may have been data loss;
  - 4.1.4. provide all appropriate requested information, noting that Experian can't confirm a Major Incident without the relevant details; and
  - 4.1.5. cooperate fully with Experian in the diagnosis of any Major Incident, providing appropriate access to the Client Environment if and where necessary.

- 4.2. Where a Major Incident is reported by the Client, Experian shall:
  - 4.2.1. restore normal service operation or apply a Workaround during the Agreed Service Hours;
  - 4.2.2. validate whether the Incident is a Major Incident appropriately, in line with the Incident Prioritisation Table, using input from the Client to make its decision;
  - 4.2.3. on resumption of normal service operation or application of a Workaround, notify the Client; and
  - 4.2.4. close the Incident if the Client confirms restoration of normal service operation or after five Working Days if no further response is received.
- 4.3. Where a Major Incident is identified by Experian, for instance via automated monitoring and alerting, or by another client if multiple clients are impacted, Experian may already be working on the restoration of the Service(s) when the Major Incident is logged by the Client, and:
  - 4.3.1. As a result of Experian’s approach to proactive service restoration, there may be Major Incidents resolved by Experian that do not impact the Client at all;
  - 4.3.2. Some parts of Experian technology utilise shared components or platforms, and as a result Experian may not always be able to identify which Clients are currently impacted and will not always communicate identified Major Incidents; and
  - 4.3.3. Note that because of these factors, the Client shall always inform Experian at the earliest appropriate time of any business impact.

**5. Incident Management**

- 5.1. The Client shall:
  - 5.1.1. undertake the initial review, internal investigation, and triage, with the Service(s), end user, Client Services, and/or within the Client Environment, prior to contacting Experian;
  - 5.1.2. utilise the agreed engagement route to raise a P2-P4 incident at the earliest appropriate time;
  - 5.1.3. respond in a timely fashion to any questions or queries from Experian;
  - 5.1.4. notify Experian of any potential Incidents within an appropriate timeframe; and
  - 5.1.5. cooperate fully with Experian in the diagnosis of any Incident, providing appropriate access to the Client Environment if and where necessary.
- 5.2. Where an Incident is reported by the Client, Experian shall:
  - 5.2.1. restore normal service operation or apply a Workaround during Core Hours;
  - 5.2.2. prioritise all Incidents appropriately, in line with the Incident Prioritisation Table, using input from the Client to make its decision;
  - 5.2.3. on resumption of normal service operation or application of a Workaround, notify the Client; and
  - 5.2.4. close the Incident if the Client confirms restoration of normal service operation or after five Working Days if no further response is received.
  - 5.2.5. Incident Prioritisation Table:

Priority	Priority Definition
<b>P1 – Major Incident</b>	The Service is unavailable, or the functionality of the Service is so limited that there is a critical business impact for the Client. For the avoidance of doubt, this includes any failure of the functionality of the Service(s) which affects security or regulatory compliance. Note that the process for Major Incident Management is outlined separately, in the Major Incident Management section above.
<b>P2 – Operational Incident</b>	The functionality of the Service is significantly limited or degraded, or there is a substantial business impact for the Client, for instance if a large number of users are unable to utilise the Service for necessary work or if more than 25% of transactions are failing to complete.

<b>P3 – Minor Operational Incident</b>	The Service is impacting the Client’s daily operations without the impact being deemed substantial, for instance if only a few users are impacted, less than 25% of transactions are failing, or the Incident requires effort from the Client to resolve.
<b>P4 – Non-Operational Incident</b>	No daily operational impact to functionality of the Service, such as a Known Error or aesthetic issue.

- 5.3. Where an Incident is identified by Experian, for instance via automated monitoring and alerting, or by another client if multiple clients are impacted, Experian may already be working on service restoration when the Incident is logged by the Client, and:
  - 5.3.1. As a result of Experian’s approach to proactive service restoration, there may be Incidents resolved by Experian that do not impact the Client at all;
  - 5.3.2. Some parts of Experian technology utilise shared components or platforms, and as a result Experian may not always be able to identify which Clients are currently impacted and will not always communicate identified Incidents;
  - 5.3.3. Note that because of these factors, it is critical that the Client always inform Experian at the earliest appropriate time of any business impact.
- 5.4. Experian are entitled to refuse to perform any excluded activities or, if requested by authorised personnel, to charge the Client in arrears in accordance with its current rates at the time, including travel and other reasonable expenses if applicable, where those excluded activities are:
  - 5.4.1. attendance at a Client site or other location;
  - 5.4.2. any work outside of the Agreed Service Hours;
  - 5.4.3. any time spent on Incidents or Operational Changes required as a result of a failure in the Client Environment, or the Client failing to perform its obligations and/or reasonable instructions, or the actions of any Client sub-contractor; or
  - 5.4.4. where remediation is required as a result of application data contained in an input file that is not in the agreed format, or failure to provide an input file at the appropriate time.

**6. Problem Management**

- 6.1. Where problem resolution is not immediately known and a Workaround is implemented to restore normal service operation, Experian shall during Core Hours use reasonable endeavours to investigate the Problem and where applicable resolve underlying root causes, and:
  - 6.1.1. Where a Problem is found, Experian shall create a Problem Record and prioritise the Problem in line with the Problem Prioritisation Table;
  - 6.1.2. Where a Workaround is identified and normal service operation resumes, Experian shall create a Known Error Record and manage the Problem until resolution.
  - 6.1.3. Problem Prioritisation Table:

Priority	Priority Definition
<b>P1</b>	Likelihood of recurrence and impact during potential recurrence are both high, with evidence of full service outage during any existing incident(s). For clarity, Problems that have financial or reputational implications or associated loss events are usually P1.
<b>P2</b>	Likelihood of recurrence and impact during potential recurrence are both at least medium, with evidence of outage of service components or full services during any existing incident(s), or in some circumstances lower impact against multiple clients.
<b>P3</b>	Either the likelihood of recurrence or impact during potential recurrence are low, with evidence of degradation of service, particularly where multiple clients are impacted. In some

	circumstances a P4 Problem may be elevated to a P3 Problem if the Problem has particular significance despite its low impact.
<b>P4</b>	Likelihood of recurrence and impact during potential recurrence are both low, usually with no impact to critical functionality. Most mitigated Problems with a known Workaround will be P4.

**7. Operational Change Management**

7.1. The Client shall:

- 7.1.1. submit a Request for Operational Change if they would like Experian to make any change to the functionality or design of the Service or require support in executing changes to Client Services;
- 7.1.2. provide appropriate initial information, and respond with any information reasonably requested by Experian in relation to the Request for Operational Change;
- 7.1.3. within two weeks of Experian providing a final response to the Request for Operational Change, inform Experian via email as to whether the Client wishes to proceed with the Request for Operational Change;
- 7.1.4. if proceeding, issue a purchase order to Experian promptly for the amount stated in the final response;
- 7.1.5. provide written approval of successful testing, prior to changes moving into a production environment, and arrange further testing by end users after final implementation in the production environment; and
- 7.1.6. where unable or unwilling to organise any of the above activities, accept that any risks associated with implementing such Operational Change without appropriate testing could lead to further charges as per clause 5.4.3 above.

7.2. Experian shall:

- 7.2.1. acknowledge a Request for Operational Change received from the Client, during Core Hours;
- 7.2.2. provide the Client with an initial response to the Request for Operational Change, confirming the Operational Change Type as defined in the Operational Change Type Table below and either
  - a) defining any further information that is required from the Client to enable preparation by Experian of a final response, or
  - b) confirming that no further information is required to enable preparation of a final response;
- 7.2.3. once in possession of all necessary information, provide a final response; and
- 7.2.4. upon receipt of a purchase order referencing Experian’s final response, implement the Operational Change appropriately.

7.3. Operational Change Type Table:

<b>Operational Change Type</b>	<b>Change Definitions</b>
<b>Standard Change</b>	An Operational Change that is pre-authorised by both Experian and the Client, usually due to a combination of its low level of risk, predefined procedure, and high frequency.
<b>Normal Change</b>	Any Operational Change that is not a Standard Change, i.e. that presents a higher level of risk and requires explicit authorisation, such as relatively uncommon changes or those that do not follow a predefined procedure including Client requested customisations or enhancements.

- 7.3.1. Requests for Operational Change require less than 20 days of effort to complete;
- 7.3.2. Where changes require more than 20 days of effort, they follow a separate process that will be appropriately communicated by Experian.

## 8. Availability Management

- 8.1. Where Experian is responsible for the Availability Management of the Service(s), Experian shall:
- 8.1.1. make the Service(s) available to the Client during the Agreed Services Hours for the contracted period, excluding Planned Maintenance and Emergency Maintenance, treating all other Downtime as an Incident excluding where Downtime is requested by the Client or due to:
    - a) a Disaster or Force Majeure event,
    - b) a failure in the Client Environment, or the Client failing to perform its obligations and/or reasonable instructions, or the actions of any Client sub-contractor,
    - c) the actions of a third party (excluding Experian suppliers and sub-contractors), or
    - d) the default of the Client or any sub-contractors or third parties; and
  - 8.1.2. undertake Planned Maintenance and Emergency Maintenance where necessary, particularly to reduce the risk of, or impact of, future Downtime.
- 8.2. Where the Client is responsible for the Availability Management of the Service(s), the Client shall:
- 8.2.1. notify Experian of any planned Downtime, including Planned Maintenance and Emergency Maintenance;
  - 8.2.2. ensure that Service(s) are kept in full support by:
    - a) upgrading software to the latest Version within 180 days of its release, unless approval has been provided in writing by Experian to remain on a specific previous Version for a specified period,
    - b) applying Service Packs within 180 days of their release, excluding where Experian recommends that a Service Pack is not applied, and
    - c) applying Patches and Hotfixes within 90 days of the date that Experian makes them available; and
  - 8.2.3. not raise Major Incidents, Incidents, Service Requests, Problems nor Requests for Operational Change in such circumstances where the Service(s) is Unsupported, until appropriate remedial actions have completed to bring the Service(s) back into full support to the satisfaction of Experian.

## 9. Escalations

- 9.1. The Client shall:
- 9.1.1. request escalation if any Incident or Service Request is not resolved to the Client's satisfaction;
  - 9.1.2. request escalation if there are any reasonable concerns about the Service(s); and
  - 9.1.3. escalate internally if reasonably requested by Experian.
- 9.2. Experian shall:
- 9.2.1. request escalation if any Incident or Service Request is not being appropriately acted upon by the Client or an end user;
  - 9.2.2. request escalation if there are any reasonable concerns about usage of the Service(s); and
  - 9.2.3. escalate internally if reasonably requested by the Client, through the following escalation levels:
    - a) if the escalation is due to a specific Incident lacking appropriate ownership or closure, or the impact of delayed resolution will cause the Client to suffer further detriment or loss of service, the escalation will follow Experian's internal services escalation process;
    - b) if the escalation is related to the account, such as invoicing, contracting, new business, compliance, regulations, etc, the escalation is via the Service Desk to the account manager, and where necessary and appropriate escalate into the sales manager before stopping with the director of sales.

## 10. Definitions

- 10.1. **"Available"** means the period during which there is no Downtime;

- 10.2. **“Availability Level”** means the percentage of time during Agreed Service Hours that the service is Available;
- 10.3. **“Availability Management”** means minimising the amount of Downtime by taking responsibility for relevant IT infrastructure, processes, tools and access, through provision of hosting services or management of cloud services;
- 10.4. **“Client Environment”** means any assets the Client is responsible for managing, including any sub-contractors of the Client or third-party service providers to the Client excluding Experian, that are required for the use of (including resilience (system/data back-ups)) or connection to the Service(s);
- 10.5. **“Client Service”** means the service(s) provided by the Client to their end users via the Experian software that is supported through the Service(s);
- 10.6. **“Complaint”** means negative feedback that is formally raised by the Client into the Service Desk and handled by Experian’s complaints team;
- 10.7. **“Compliment”** means positive feedback that is formally raised by the Client into the Service Desk and is provided to the account manager;
- 10.8. **“Configuration Management”** means the ongoing management of assets required for hosting, including resilience (such as back-ups of systems and data), or connection to the Service(s), to ensure that they are maintained for quality, kept up-to-date on security and operating system versions, and that accurate and reliable information about those assets is available when and where it is needed, including details of how the assets have been configured and the relationships between assets;
- 10.9. **“Disaster”** means any catastrophic issue that impacts the Service(s), including any abnormal, unstable, complex, high impact condition or situation, where not considered Force Majeure:
- 10.9.1. that represents a threat to Experian’s personnel or operations or presents reputational, legal, regulatory, compliance or significant financial risk; or
- 10.9.2. where a Disaster has been declared by Experian due to a catastrophic event or environmental issues that affects our production facilities (for which the disaster recovery plan will be invoked); or
- 10.9.3. which have not been caused by Experian behaving carelessly or recklessly, nor by ignoring issues that have a moderate or higher chance of causing a Disaster; or
- 10.9.4. in line with Experian’s Business Continuity and IT Service Continuity Plans, which are maintained in accordance with ISO22301 standards and reviewed regularly (typically annually);
- 10.10. **“Downtime”** means the period during which a Service is entirely inoperable, for instance where a hosted service is not online or where it is not possible for any transaction to complete;
- 10.11. **“Emergency Maintenance”** means a change that must be introduced as soon as reasonably practicable to mitigate against:
- 10.11.1. an identified regulatory or security risk; or
- 10.11.2. a potential Incident with prior written agreement of the Client; or
- 10.11.3. a potential Incident where the introduction of such change does not impact the availability of the Service(s);
- 10.12. **“Emergency Maintenance Period”** means the period during which a Service is unavailable due to Emergency Maintenance;
- 10.13. **“Hotfix”** means a partial release of one or more components of Experian software. This would usually include but not be limited to bug fixes, and/or performance improvements, and/or compliance or security advisory mitigations;
- 10.14. **“Incident”** means an unplanned interruption to, or reduction in the quality of the Service(s);
- 10.15. **“Initial Input File”** means the submission of application data;
- 10.16. **“Known Error”** means a Problem that has a documented Workaround, usually with a documented root cause, captured in the Known Error Record;
- 10.17. **“Known Error Record”** means a record containing the details of a Known Error which documents the lifecycle of that Known Error, including the status, root cause and Workaround, made available to support teams to facilitate quicker Incident resolution, which will remain open until the Known Error has been eliminated or superseded;

- 10.18. **“Operational Change”** means the addition, modification, or removal of anything that could have an impact on the Service(s);
- 10.19. **“Patch”** means a code change to a computer program to address a significant problem in Experian software or fix security vulnerabilities;
- 10.20. **“Planned Maintenance”** means the undertaking of housekeeping, maintenance related activities, and/or Operational Change to the Service(s) performed by Experian, which may or may not result in Downtime;
- 10.21. **“Planned Maintenance Windows”** means any periods of time during which access to the Service(s) may be unavailable due to the execution of Planned Maintenance;
- 10.22. **“Problem”** means the underlying cause of one or more Major Incidents, where Problem Management will be invoked if the root cause has not already been identified and resolved within Major Incident Management and the root cause is not the fault of the Client;
- 10.23. **“Problem Record”** means a record containing the details of a single Problem which documents relevant information related to that Problem;
- 10.24. **“Release”** means a Minor Release or a Major Release, where the Client may be expected to pay an extra or incremental fee in accordance with the relevant Experian pricing policy at the point of release, and where the Client is responsible for the Availability Management of the Service(s), and where:
- 10.24.1. a **“Major Release”** is a new release of an Experian product that varies in a significant way from its predecessors, for example due to new functionality, significant functional enhancements or architectural changes, or with the potential for a large-scale impact across the userbase; and
- 10.24.2. a **“Minor Release”** is a new release of an Experian product that varies from its predecessors in less impactful ways, for example smaller improvements to the functionality, performance, and/or (occasionally) minor architectural changes;
- 10.25. **“Request for Operational Change”** means a request for an Operational Change made by the Client by email to the Service Desk, or as otherwise agreed in writing, which shall include details of the requested change;
- 10.26. **“Service(s)”** means all services provided by Experian, as specified in the relevant Schedule, where the services are either managed by Experian on a continual basis within the dates specified in the Schedule or are managed by the Client with support from Experian, solely including:
- 10.26.1. Experian-managed Services, including Availability Management for platforms and API connections;
- 10.26.2. Experian batch services that comprise regular or frequent bulk data files; and
- 10.26.3. Experian support and/or maintenance for a right-to-use or right-to-access software solution managed by the Client;
- 10.27. **“Service Pack”** means a new release of an Experian product that contains bug fixes, performance improvements, and/or minor enhancements, to accommodate platform compliance or security advisory mitigations, where the release and deployment of a new Service Pack is akin to, but smaller than, a Minor Release;
- 10.28. **“Service Request”** means a request by the Client to the Service Desk for an action to be taken that isn’t related to an Incident or Request for Operational Change;
- 10.29. **“Unsupported”** means, where the Client is responsible for Availability Management of the Service(s) but there has been a failure to fulfil at least one of the obligations of the Client outlined in clauses 1.2.6 and 8.2, a circumstance in which Experian reserves the right to provide no support to the Client including:
- 10.29.1. no provision of Service Desk, Service Request Management, Major Incident Management, Incident Management, Problem Management and Operational Change Management; and
- 10.29.2. no provision of Patches, Hotfixes, Service Packs and Releases;
- 10.30. **“Version”** means a specific iteration of Experian software, where the release and deployment of a new Version is either a Major Release or Minor Release depending on the size of the variation against the previous Version;
- 10.31. **“Workaround”** means the agreed reduction or elimination of the impact of an Incident or Problem, where problem resolution is not yet possible, recorded in a Problem Record and/or Known Error Record; and

10.32. **“Working Day”** means any day other than Saturday or Sunday, excluding any UK public holidays.

## 11. ESST Version 1.1 Change Summary

For the purposes of clarity and transparency, included herein is a summary of the key differences between versions 1.0 and 1.1 of the Experian Standard Services Terms.

The primary difference is greater clarity within the ESST for Experian services that relate to clients hosting Experian software or parts of Experian solutions. This clarity summarises existing Experian policies and contractual terms that are generally in place for client-hosted software solutions, so does not represent a change in policy. However it cleans up, standardises and unifies common terms across all products, applications and services offered by Experian. The intent is to ensure that clients have clear visibility and a consistent understanding of Software-as-a-Service solutions, hosted services, cloud services, software support, and other related services, to ensure more robust, secure, and trustworthy services ahead of the introduction of Consumer Duty on 31<sup>st</sup> July 2023.

Related definitions are also added, such as a clear definition of Unsupported, and all are representations of the most common/standardised definitions used in Experian at the time of writing, or definitions that are part of Experian policies, but for some clients with existing services contracts they may represent a deviation from prior (bespoke) ways of working.

The other substantive difference is that references to the regular Experian Terms and Conditions have been removed. Though these references were explicitly for definitions of terms only, and the Ts & Cs were not in effect themselves, some clients raised concerns around potential ambiguity of the impact of their inclusion. Therefore, the definitions that were referenced have been defined within this document to remove this dependency and any confusion, most notably including a clearer attempt at defining “Service(s)” to include all relevant run services i.e. where Experian provides a Service Desk, Incident Management etc in line with this document.

Generally speaking, exceptions to this definition of “Service(s)” are build work (whether via dedicated teams or pooled resource), operational changes that require more than 20 days of work, background checking services, some international services and marketing services, and services that solely comprise hours or days of effort including one-off data quality improvement consultancy days, training services, etc. These improvements for Version 1.1, the transparency of its implementation and the resolution of client concerns should all give greater confidence in future versions of the ESST and in our ongoing conversations with clients.