

Glass's Information Services Ltd

Service Schedule

This schedule sets out additional terms that apply in Contracts for specific Glass's Products (as specified below and in the Order Form) which form part of the Contract for such Products. In the event of any conflict or inconsistency between the applicable terms of this Service Schedule and Glass's general Conditions, the applicable terms of this Service Schedule will prevail.

A. GlassNet Contracts

1 The Subscriber may, by giving not less than 30 days prior written notice prior to the end of the then-current term determined in accordance with the Contract, downgrade to a different version of the Glass's Product for the following period. However, if it does so, it is understood by the Subscriber that it may lose applications that were available in the version(s) to which it previously subscribed, and that the Subscriber may therefore not be able to access certain previously available data.

2 The Subscriber may, by giving Glass's written notice within 30 days of the Commencement Date, terminate the Contract for GlassNet, in which event Glass's will credit any sums paid by the Subscriber with any sums previously paid by the Subscriber in relation to GlassNet in respect of any period following the Commencement Date.

3 If the Subscriber wishes to execute any provenance checks via the Glass's Product, this will be subject to a separate contract between the Subscriber and the supplier of such provenance checks. Without prejudice to any other terms in the Contract, Glass's does not endorse, nor shall it be liable in any respect, for the delivery, content or any other aspect relating to any provenance check. Subscribers may be required to establish an account with provenance check suppliers in order to make use of the availability of provenance checks via the Glass's Product.

4 The Subscriber may only use the Glass's Product in respect of the sites licensed for such use and specified as such on the Order Form. If it wishes to use the Glass's Products in respect of more or different sites that shall be subject to the prior written approval of Glass's. Glass-Net subscription is based on a per site model. Only one login will be provided per Glass-Net subscription. Additional access logins are chargeable.

5 VRM lookups are subject to a fair usage policy. Accordingly, unless otherwise specified in the Order Form, if the Subscriber exceeds 500 VRM lookups in any month, Glass's reserves the right to charge £0.06 for each additional lookup.

6 Valuations are subject to a fair usage policy, comprising Glass's reasonable assessment of the ratio valuations done to average stock.

7 The invoice date will be deemed to be the date the user password and login were sent to the Subscriber.

8 The Subscriber agrees that Glass's may use non-personal data from the Subscriber's database in its products.

B. Broadcast Contracts

1 The duration of the Contract referred to at clause 12.1 of the Conditions shall be an initial period of 12 months, and shall continue in force thereafter provided that either party may terminate the Contract by giving to the other not less than 30 days' written notice to be effective any time after the first 90 days since the Commencement Date.

2 The Subscriber agrees to remove out of date content from the Glass's Product. Glass's reserves the right to remove the Subscriber's content from the Glass's Product where such content has been posted for 6 months or more.

3 The Subscriber grants Glass's the right to distribute the Subscriber's content ("Content") to third parties for the purpose of broadcast;

4 The Subscriber warrants that it has all necessary rights to provide and license such Content to Glass's for such purpose, and that such Content complies with all applicable laws, regulations, standards and codes of practice, and the Subscriber will indemnify Glass's against any cost, damage, loss, claim or liability that Glass's may suffer as a result of any failure of Content to comply with the requirements of this clause; and

5 The Subscriber acknowledges that Glass's has no control over the recipients of its Broadcast service, and accordingly agrees that Glass's shall not be liable in respect of use, display or otherwise of the Content by third parties. Glass's will use reasonable endeavours to remedy any problems regarding feed format, but may refrain from any remedy where this may cause other issues with Glass's products or services.

6 The invoice date will be deemed to be the date the user password and login were sent to the Subscriber.

7 Glass's reserves the right to use non-personal data from the Subscriber's database in its products.

C. Glassmatix Contracts

1 The Subscriber shall, unless otherwise specified in the Order Form, only be entitled to install and Use the Glass's Product on a single PC. Any requirement for the installation and/or use of the Glass's Product on multiple PCs will require additional licences.

2 The Transmission Fee means the charge payable by the Subscriber in respect of the transmission of each unique estimate per work provider based on the prevailing rates agreed between Glass's and the relevant work provider from time to time (or if no such rates have been agreed, Glass's rate card shall apply) unless used as a standalone service where no transmissions are generated to a work provider.

3 Transmission Fees will be charged monthly in arrears and payment will be collected by direct debit. Where the total usage of the Vehicle Registration Lookup (VRM) facility in any one month or on a cumulative annual aggregation exceeds the equivalent number of estimate Transmissions, Glass's reserve the right to charge the Subscriber at a standard scale of VRM charges in force at that time.

4 The Subscription Fees and all other usage Fees are payable by direct debit.

5 The Subscriber agrees that Glass's may, in the course of the supply of the Services, obtain information from the Subscriber's systems regarding its use of the Services, for the sole purpose of the calculation of the fees payable hereunder.

6 It is the Subscriber's responsibility to ensure that all communications sent using the Glass's Product are sent to the correct recipient address. In the event that the Subscriber becomes aware of any communication being sent to the incorrect recipient address, it will notify Glass's and Glass's will use reasonable endeavours to remove the communication from the Glass's Product. The Subscriber will then have to resubmit the relevant communication to the correct recipient address. The Subscriber will indemnify Glass's against all liabilities, losses, damages, costs and expenses arising from any failure to send communications to the correct recipient addresses.

D GlassView Contracts

1 Glass's excludes all liability where a repairer has incorrectly addressed a transmission using a Glass's Product, resulting in the transmission being sent to an incorrect recipient address.

2 The Subscriber acknowledges that, for the purposes of the Data Protection Act 1998, while any of the Subscriber's data is in a repairer's system, Glass's is no longer the data processor on the Subscriber's behalf in relation to such data, and that it therefore does not bear responsibility in relation to the repairer's processing of the data.

3 The Subscriber may grant access to third parties ("Third Parties") to the Glass's Product to the extent necessary for its business purposes via a platform notified in writing in advance to Glass's (the "Subscriber Platform. In such cases, the Subscriber shall:

3.1 be permitted to allow use of the Glass's Product by such Third Parties subject to the requirements of the Contract;

3.2 not allow the Glass's Product or any part thereof to be displayed or made available other than via the Subscriber Platform without Glass's prior written consent;

3.3 not provide any links to or from the Subscriber Platform to any other entity whose products compete with the Glass's Product;

3.4 be responsible for all use of the Glass's Product made by Third Parties, and indemnify and hold harmless Glass's against all claims, damages, liabilities, costs and expenses arising from such use;

3.5 incorporate Glass's trade mark on the Subscriber Platform as set out in the guidelines issued by Glass's from time to time to indicate that the information contained in the Glass's Product belongs to and is provided by Glass's; and

3.6 keep accurate records of the numbers and identities of all Third Parties permitted by it to use the Glass's Product, and provide the same to Glass's upon request.

E. Raw Data Contracts

1 "Internal Use" means Use only by the Subscriber. "External Use" means Use by the Subscriber and by its customers via the Subscriber Platform. "Subscriber Platform" means the Subscriber's system through which it will allow access to the Glass's Product for its authorised customers, via the URL indicated on the Order Form.

2 The Subscriber is licensed for Internal Use only, or External Use if so specified on the Order Form.

3 Where External Use is permitted under the Contract, the Subscriber shall:

3.1 be permitted to allow use of the Glass's Product by its customers subject to the requirements of the Contract;

3.2 not allow the Glass's Product or any part thereof to be displayed or made available other than via the Subscriber Platform without Glass's prior written consent;

3.3 not provide any links to or from the Subscriber Platform to any other entity whose products compete with the Glass's Product;

3.4 be responsible for all use of the Glass's Product made by its customers, and indemnify and hold harmless Glass's against all claims, damages, liabilities, costs and expenses arising from such use;

3.5 incorporate Glass's trade mark on the Subscriber Platform as set out in the guidelines issued by Glass's from time to time to indicate that the information contained in the Glass's Product belongs to and is provided by Glass's; and

3.6 keep accurate records of the numbers and identities of all customers permitted by it to use the Glass's Product, and provide the same to Glass's upon request.

F. Training and Support

Where agreed, training and support services shall be provided as part of the Contract for the Glass's Product in relation to which they are to be provided. The following terms will therefore form part of that Contract.

1. Training

Glass's agrees to provide training in the use of Glass's Products up to the number of hours or days stated in the Order Form. Upon request, Glass's may provide additional training in the use of Glass's Products for the staff of the Subscriber in accordance with Glass's standard scale of charges in force from time to time.

2. Support services

2.1 Where software is supplied as part of the Glass's Product then subject to compliance by the Subscriber with its responsibilities as specified in clause 3.1 below, Glass's shall throughout the term of the Contract:-

2.1.1 use its reasonable endeavours to correct any fault in Glass's Products notified to it by the Subscriber (but, for the avoidance of doubt, Glass's shall not be obliged to recover or reconstruct the Subscriber's own computer records corrupted or lost as a result of such faults);

2.1.2 deliver Updates to the Subscriber from time to time;

2.1.3 provide the Subscriber with all documentation which Glass's reasonably deems necessary for the utilisation of any Update;

2.1.4 provide the Subscriber with telephone help line assistance during normal working hours, Monday to Friday, except public and bank holidays;

2.1.5 provide remote operation and/or maintenance of Glass's Products, where applicable.

2.2 The Subscriber shall:-

2.2.1 use only the current version of Glass's Products made available to it from time to time by Glass's;

2.2.2 ensure that Glass's Products are used on equipment which complies with the minimum requirements of the product specification referred to in the documentation accompanying the Electronic Media and/ or Glass's Products in a proper manner by competent trained employees only or by persons under their supervision;

2.2.3 notify each software fault to Glass's as it arises and shall supply Glass's with a documented example of such fault;

2.2.4 co-operate fully with Glass's in diagnosing any software fault;

2.2.5 not request, permit or authorise anyone other than Glass's to provide any support services of Glass's Products.

2.3 The support that may be provided by Glass's under this Contract does not include:-

2.3.1 support or maintenance of products, software or services not supplied by Glass's as part of the Glass's Products;

2.3.2 diagnosis and/or rectification of any fault resulting from:-

(i) the improper use or operation, or neglect, of the Glass's Products;

(ii) the use of the Glass's Products on equipment other than equipment complying with the minimum specification as published by Glass's from time to time;

(iii) the failure by the Subscriber to implement recommendations in respect of or solutions to faults previously advised by Glass's;

(iv) any repair, adjustment, alteration or modification of Glass's Products by any person other than Glass's without Glass's prior consent;

(v) the Subscriber's failure to install and use any Update in substitution for the previous release within 7 working days of receipt of the same; or

(vi) loss or damage caused directly or indirectly by operator error or omission.

Any service which is provided by Glass's as a result of any of the foregoing shall be charged extra at Glass's standard rates from time to time in force.

2.4 Glass's shall not be liable for any loss or damage to the extent caused by any of the events listed at clauses 2.3.2 above.

G. Consumer Lead Generation Service

The duration of the Contract shall be for an initial period of 3 months, and shall continue in force thereafter provided that either party may terminate the Contract by giving to the other not less than 3 months' written notice to be effective any time after the initial 3 month period.