



Master Service Agreement

v5.1s

Introduction

We know our customers are very busy people, so we've kept our contract as simple as possible, whilst making sure to include all essential terms to keep our partnership on a clear footing, both from the outset and as we evolve our relationship in future.

This Order Form is used to enter into a Master Services Agreement under which HiveHR will provide (a) set-up and launch services (b) ongoing Hive subscription services and (c) additional professional services from time to time (on completion of an additional Statement of Work).

When both parties complete and sign this Order Form, they agree to a legally binding Contract incorporating this Order Form, the Schedules and the Terms and Conditions.

The structure of the Order Form, Schedules and Terms and Conditions is as follows:

1. **Order Form,**

comprising:

(a) Contract Information – including this introduction, key contract details, contact information and a signature block (for signing on the dotted line),

(b) Services section – describing (by reference to Appendix 1) your ongoing Hive hosted subscription services, People Science Services (by reference to Appendix 2), and any initial set-up and launch Services,

(c) Software section – describing the software we make available to you, whether as part of our SaaS platform or otherwise

(d) Fees section – describing pricing and payment terms.

(e) Appendices section containing, as referenced in (b) above:

Appendix 1 – your Hive Platform Functionality document, describing your ongoing Hive platform services; and

Appendix 2 – your People Science Services document, describing your People Science services.

2. **The Terms and Conditions**, containing the essential Ts and Cs needed to keep our partnership legitimate and secure, and.

3. **The Schedules**, containing:

(1) Our Service Level Agreement - describing our platform service commitments

(2) A template Statement of Work (for ordering additional professional services).

(Schedule 2 to this Contract is a pro forma SoW. It can be completed on execution of this Contract or (more usually) left blank. If additional professional services are to be delivered by HiveHR in future, outside of the

launch services defined in the Order Form, the contents of Schedule 2 should be replicated in a new document completed by HiveHR and signed by both parties.)

(3) A template Change Control Notice (for subscription upgrades, agreeing price changes, etc.)

(4) Our Data Protection processing summary – describing how we process your data

If you have any questions or need more clarification on sections of this agreement, please contact your dedicated sales lead who will be more than happy to chat.

Here's to spending less time on the legalities and more time improving your workplace, together!

CONTRACT DETAILS

Supplier	HiveHR Limited, 4th Floor, Broadacre House, Market St, Newcastle upon Tyne, NE1 6HQ
Customer	
Hosted Service Commencement Date	
Minimum Term	
Renewal Period	
Effective Date / First Billing Date	

CONTACT INFORMATION

Customer Project Lead	Name		Customer Accounts Payable	Name	
	Address			Address	
	Email			Email	
	Tele No			Tele No	
Supplier Technical Contact	Name		Customer Technical Contact	Name	
	Address	4th Floor, Broadacre House, Market St, Newcastle upon Tyne, NE 6 HQ		Address	
	Email			Email	
	Tele No	0333 305 8471		Tele No	

SIGNATURES

I confirm that I am a duly authorised signatory and have read and agree to the Order Form, MSA Terms & Conditions, and Schedules, below, and all documents referenced therein.

SERVICES

SETUP & LAUNCH SERVICES	ADDITIONAL CUSTOMER RESPONSIBILITIES
You'll be assigned with a dedicated member of the Implementation Team who will assist with the onboarding and launch process. Hive will provide you with the resources and templates needed to get started, as well as remote training sessions to ensure a smooth transition onto the platform.	Collate and prepare the employee data file for transfer. Assistance from a member of IT is needed for email whitelisting, data transfer and system testing. You'll need to conduct a full internal comms campaign, with the assistance of key resources provided by Hive.
NA	NA

HRIS:

HOSTED SERVICES

Means the Hive hosted services to which the Customer is entitled, as identified in the Platform Functionality document attached at Appendix 1 to this Order Form.

"Core Platform Features" means the services which are provided as standard by the Supplier to the Customer as identified in the Platform Functionality Document.

"Additional Platform Features" means the additional services which a Customer may purchase from the Supplier alongside the Core Platform Features.

"Included Platform Features" are features of the Additional Platform Features that a Customer purchases from the Supplier and which are identified within the Platform Functionality Document as being "included".

"Excluded Platform Features" are features of the Additional Platform Features that a Customer does not purchase from the Supplier and which are identified within the Platform Functionality Document as being "excluded".

The Hosted Services include the services identified as Core Platform Features and/or Included Platform Features. The Hosted Services do not include any services identified as Excluded Platform Features. All Hosted Services are provided subject to the Licensing Parameters described below.

PEOPLE SCIENCE SERVICES

Means the People Science services to which the Customer is entitled, as identified in Appendix 2 to this Order Form.

SOFTWARE

Supplier Software:	Means the Hive software accessed via the Hosted Services and any Local software, all subject to the Licensing Parameters.	
Licensing Parameters:	Maximum Number of Unique Users in any Calendar Month:	
	Customer Entities (default is Customer entity -only use, with no use by Affiliates other than to the extent listed here as (permitted)).	

FEES

SET-UP AND LAUNCH SERVICE FEES (IF APPLICABLE)

Fixed Price:	Amount	
	Payable On:	Invoiced on the first billing date and on 30 days payment terms.

PEOPLE SCIENCE FEES (IF APPLICABLE)

Fixed Price:	Amount	
	Payable On:	Invoiced on the first billing date and on 30 days payment terms.

HOSTED SERVICES / SUBSCRIPTION FEES AND HIVEHR SOFTWARE FEES

Fee for the Minimum Term, for the Maximum Number of Unique Users in any Calendar Month described in the Licensing Parameters	
Payment Terms:	Invoiced on the first billing date and on 30 days payment terms.

ADDITIONAL FEE ELEMENTS

Expenses:	The Customer shall pay any expenses reasonably incurred by Supplier in performing its duties under this Contract, including travel, accommodation and subsistence, provided that such expenses are agreed in advance in writing.
Overage rate per excess Unique User (charged each month per excess user, based on the peak extent to which the Customer exceeds the Maximum Number of Unique Users in that month):	
SMS rate (per SMS sent):	£0.06

MISC	
Customer PO Number (if applicable):	
Will HiveHR Limited need to be set up as a supplier in order for payment to be processed?	



Appendices

Appendix 1

Customer's Hive Platform Functionality document follows.
Hive Platform Features v2.0

CORE PLATFORM FEATURES

General	
User Roles & Permissions	<p>User - employees that can take part in Surveys, Open Door feedback, Hive Fives and Messenger conversations</p> <p>Managers - employees that can take part in surveys, open door feedback, Hive Fives, messenger conversations and log into the management suite for visibility of reports</p>

	Administrators - employees that can take part in surveys, open door feedback, Hive Fives, messenger conversations and log into the management suite for visibility of reports, set-up and deploy surveys, manage users and settings within the platform.
Languages	Hive Platform: English (EN)
Supported Browsers / Device Compatibility	Admin, Manager and Employee Console Chrome (last 2 versions) Microsoft Edge (Chromium based, last 2 versions) Firefox (last 2 versions) Safari (last 2 versions) Minimum Screen Resolution 1280x1024
Accessibility	Feedback UIs are compatible with most assistive technologies and follow WCAG 2.1 principles
Notifications	When a user has been given 'Manager' privileges, they will be notified and are instructed to set up a password When a user has been given 'Admin' privileges, they will be notified and are instructed to set up a password. If a Manager or Admin forgets their password, a Password Reset Notification is sent so that they can reset their password.
Data & Access Security	Two Factor Authentication via SMS from the Admin Console for logging into the Hive Platform Password Security

ADDITIONAL PLATFORM FEATURES

HRIS Integration. Automatically update records in Hive to accurately represent your HRIS data.	
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Hive Surveying. Hive Surveying is an online solution for HR practitioners to create and send tailored surveys, gathering feedback that can be actioned.	
Survey Builder	Create, edit and send your surveys to all or specific groups of employees.
Survey Types	Hive provides different survey types from you to choose from when creating your surveys.
Question Types	Hive supports a number of question types when creating surveys. These are Scale (0-10), Free Text, Multi Select and eNPS, Engagement Index and Results Segmentation questions.

Engagement Summary	An average score calculated from the scale and eNPS questions of all surveys.
Metrics <ul style="list-style-type: none"> - Employee Net Promoter Score (eNPS) - Engagement Index 	eNPS and Engagement Index scores are generated in real-time within the Hive Platform and stored for future comparison.
Notifications	<p>Employees are notified when a new survey is deployed and can take part via the links provided in the email and/or SMS text.</p> <p>Employees that are yet to take part in a survey can have reminders sent to them.</p>
Survey Results	<p>Survey Results are available in Dashboard, Heatmaps, Word Clouds and Free Text format.</p> <p>Survey results include: Engagement Index, eNPS, Response Rates, Percentage Favourable, Average Scores, Sentiment Analysis, Free Text and filtering by responses to Results Segmentation questions</p>
Heatmaps	Heatmaps help build a comparative picture of average survey scores, eNPS and the Engagement Index across different attributes and segments.
Reports	Quick Survey Reports are available to download.
Data / Export	Data and exports are available during and following the completion of a survey. Data / Images can be exported. Formats include PPT, CSV and PNG format.

Hive Open Door. Hive Open Door is an online solution for employees that captures non-survey feedback that can be actioned.	
Custom Naming	Apply your own name to the Hive Open Door feature in your business.
Create & Send Open Door Feedback	Employees create and send Open Door feedback to via Employee Homepage, Live Surveys, Email & SMS.
Customisable Categories	Create categories for Open Door feedback provided. These can be customised for your business.
Customise Category Images	Add images to the Hive Platform that your employees can select when creating Open Door feedback.
Notification Reminders	Schedule, automate and send reminder emails out for Open Door feedback.

Admin / Manager Console	Open Door view within the Hive platform where you can oversee all Open Door feedback, filter and manage.
Data / Export	A CSV export of all Open Door feedback can be downloaded from the Open Door Dashboard.

Hive Fives. Hive Fives is an online solution for Employees where peer to peer recognition can be made within the organisation.	
Custom Naming	Apply your own name to the Hive Fives feature in your business.
Create & Send Hive Fives	Employees create and send Hive Fives to colleagues via Employee Homepage, Live Surveys, Email & SMS.
Organisational Values	Add your business organisational values to Hive Fives for employees to select when creating Hive Fives and use on Hive Five Dashboard.
Notifications	Receive email and SMS notifications when you receive a Hive Five from your colleagues.
Hive Fives Privacy Settings	Settings to control the visibility of a Hive Five. Hive Fives that are 'public' can appear on a public board, private Hive Fives will not.
Hive Five Dashboard	Hive-Five Dashboard provides Administrators and Managers with an overview of all Hive Five activity within their business.
Hive Five Status Board	Hive Five Status Board (if enabled) shares the public Hive Five feed on TV screens or in Newsletters.
Data / Export	PNG images can be downloaded from Hive Fives Dashboard.

Hive Messenger. Hive Messenger is an online communication method through which, Hive admins / managers can respond to feedback / recognition submitted through Hive.	
Identity Protection	Conversations are given a random generated alias eg. 'purple bear', protecting employee's identity being discovered across a single or multiple conversations.

	Employee's will see the name of the Hive admin / manager.
Notifications	<p>Employees will be notified if they receive a message from a Hive admin/manager.</p> <p>Hive admin/manager will receive a notification if an employee replies via the Hive messenger</p> <p>Method of notification will be either email or SMS (depending on org settings and contact details recorded in Hive for the employee)</p>
Live Conversations	Personal Messenger section of the Hive Dashboard for admins/managers to give an overview of all the conversations they are currently involved in
Internal Notes	Internal notes associated with the conversation can be left and only visible for other hive admins/managers. They are not visible to the employee.

Hive Employee Homepage. Hive Employee Homepage is a method where employees can log into their own area within Hive to provide feedback to the company and fellow employees.	
Employee Homepage	Employees access the Employee Homepage via a company URL, they then verify their details to log in and have their say through either Hive Surveying or Hive Open Door, or recognise a co-worker with a Hive Five.

Additional Languages. Additional language capability for employee facing content (notifications and surveys) and Google Translate capability within the management suite.	
Surveys & Notifications	

Appendix 2

Customer's People Science Services document follows.

PEOPLE SCIENCE SERVICES

Cultural Readiness & Strategy Build	QUANTITY:
<p>Description</p> <p>Working closely with your internal project lead/team, our People Scientist will assess cultural readiness and support the creation of a strategy for measuring and improving employee engagement.</p> <p>This work will be delivered in two stages. The first will utilise Hive's employee experience 'canvas', which draws on an appreciative inquiry approach to clearly define your cultural aspirations and goals, before exploring the various key elements of the engagement work; such as the role of leadership and management, collecting good data, and how to best approach action planning and implementing change. This will be delivered through a series of discussions and practical activity, over the course of a day, and the Customer can include as many or as few stakeholders as they wish; it is recommended that a selection of leaders, managers, and HR/OD practitioners are involved in some capacity.</p> <p>The second stage will involve a write-up of the employee experience canvas, in the form of a short slide-deck, which can be then used to guide and inform the engagement work over the remainder of the year.</p>	<p>Additional Customer Responsibilities</p> <p>Customer will be required to coordinate diaries internally to schedule the sessions and secure attendance from the relevant stakeholders. The Customer will also need to provide Hive with the names and contact email of those attending, for any necessary materials to be shared. The first stage of the work will require at least a half-day of input from the Customer; and up to a full day. Hive must be given at least two weeks' notice for any delivery date to be agreed.</p>

Senior Leadership Engagement	QUANTITY:
<p>Description</p> <p>A 1-2 hour session with your Executive/Senior Leadership team to explore and challenge their mindset around employee engagement and their role as key influencers of the employee experience.</p> <p>Using a blend of presented materials and facilitated discussion, our People Scientist will highlight some of the latest thinking around employee experience and outline the critical role data can play in driving positive change.</p>	<p>Additional Customer Responsibilities</p> <p>To coordinate diaries internally to ensure the appropriate time can be scheduled in with the Executive/Senior Leadership team</p> <p>Hive must be given at least two weeks' notice for any delivery date to be agreed.</p>

Bespoke Survey Design	QUANTITY:
<p>Description</p> <p>Our People Science team will support and input into the creation of up to 4 bespoke surveys you wish to deliver over a 12-month period.</p> <p>These surveys are classed as being anything which is not covered inside our Hive 'Question Bank', such as an</p>	<p>Additional Customer Responsibilities</p> <p>The customer will be required to contact the People Science team to schedule the time to scope out the specific surveying requirements and this should be done at least four weeks in advance of launching any survey.</p>

<p>onboarding survey, organisational change survey, a new store opening, or mapping questions to measure and assess your organisational values.</p> <p>We do not however offer automated employee lifecycle surveys or 360 degree feedback.</p>	<p>The customer will be responsible for checking over any final survey drafts and approving the survey before it goes live.</p>
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One-page Report	QUANTITY:
<p>Description</p> <p><i>Our People Science team will create a one-pager to provide: response rate, average score, chosen Index Score (Engagement, Wellbeing, D&I), eNPS, top 3 highest and 3 lowest scoring questions & timeline of next steps.</i></p>	<p>Additional Customer Responsibilities</p> <p>The customer must schedule and agree the reporting work with the People Science team before the survey goes live or at least two weeks before the survey close date if the survey is only being open for a shorter period of time.</p> <p>Any reports requested following a survey close that sit outside the original agreed scope may take three weeks to turn around depending on the existing workload.</p> <p>Extension to survey windows may result in the reporting work being delayed.</p> <p>The customer will be required to agree the scope of any reporting with a People Scientist upfront and confirm via email.</p>

Report Packs	QUANTITY:
<p>Description</p> <p>Report Packs - Our People Science team will create a report pack following your chosen/designated survey, to provide you with the following insights:</p> <p><i>Headline results - A summary of main data points e.g. % response, eNPS, engagement index/D&I index (depending on survey type)</i></p> <p><i>Driver analysis - A breakdown of what is actually driving engagement/eNPS (or other relevant metric) across a whole business and within two key business areas/demographics</i></p> <p><i>Driver breakdowns - Exploring how these drivers are scoring - again across the business and within particular areas. Some drivers may be high scoring and some may be low scoring - we will highlight what needs to be nurtured and what needs significant development</i></p> <p><i>Demographic trends - Highlighting trends and patterns in the data by two customer selected demographics; such as department, location, or job role.</i></p>	<p>Additional Customer Responsibilities</p> <p>The customer must schedule any reporting work in with the People Science team before the survey goes live and at least two weeks before the survey close date, if the survey is only being open for a shorter period of time.</p> <p>Any reports requested following a survey close may take longer than two weeks to turn around depending on the existing workload and any survey windows which are extended, may result in the reporting work being delayed.</p> <p>The customer will be required to schedule a scoping call with a People Scientist to agree on the chosen demographics and free-text questions for the analysis - alternatively these can be agreed via email.</p>

<p><i>Benchmarking - Internal benchmarking - changes in scores over time, or survey by survey; External benchmarking where possible, depending on the questions asked</i></p> <p><i>Free-text themes - A high-level overview of the themes coming from free-text comments, for one free-text question (chosen by the customer if more than one are included on the survey)</i></p> <p><i>Narrative/summary/recommendations - our team will add the context behind the data and provide strong narrative to tell the story around what the data means, with some recommendations on how to take the data forward into action planning conversations</i></p>	
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Advanced Insight Report Packs	QUANTITY:
<p>Description</p> <p>Advanced Insights Report Packs - Our People Science team will create a report pack following your chosen/designated surveys, to provide you with the following insights:</p> <p><i>Headline results - A summary of main data points e.g. % response, eNPS, engagement index/D&I index (depending on survey type)</i></p> <p><i>Driver analysis - A breakdown of what is actually driving engagement/eNPS (or other relevant metric) across a whole business and within up to four key business areas/demographics</i></p> <p><i>Driver breakdowns - Exploring how these drivers are scoring - again across the business and within particular areas. Some drivers may be high scoring and some may be low scoring - we will highlight what needs to be nurtured and what needs significant development</i></p> <p><i>Demographic trends - Highlighting trends and patterns in the data across up to four customer selected demographics; such as department, location, or job role.</i></p> <p><i>Combined demographics - Drilling down to the most granular level of detail by combining different 'lines of data' to identify specific areas of good practice and those requiring immediate improvement</i></p> <p><i>Benchmarking - Internal benchmarking - changes in scores over time, or survey by survey; External benchmarking where possible, depending on the questions asked</i></p> <p><i>Analysis of other KPIs and people data - providing insight into whether engagement is interacting with things like</i></p>	<p>Additional Customer Responsibilities</p> <p>The customer must schedule any reporting work in with the People Science team before the survey goes live and at least two weeks before the survey close date, if the survey is only being open for a shorter period of time.</p> <p>Any reports requested following a survey close may take longer than two weeks to turn around depending on the existing workload and any survey windows which are extended, may result in the reporting work being delayed.</p> <p>The customer will be required to schedule a scoping call with a People Scientist to agree on the chosen demographics and free-text questions for the analysis - alternatively these can be agreed via email.</p>

<p><i>labour turnover, customer eNPS, sickness absence, financial performance</i></p> <p><i>Free-text themes - A high-level overview of the themes coming from free-text comments, for two free-text question (chosen by the customer if more than one are included on the survey). These themes will be linked to the driver analysis to provide further insight as to how improvements can be unlocked. Supporting comments and quotes will be pulled out for each main theme</i></p> <p><i>Narrative/summary/recommendations - our team will add the context behind the data and provide strong narrative to tell the story around what the data means, with some recommendations on how to take the data forward into action planning conversations.</i></p>	
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Action Planning / Manager Workshops	QUANTITY:
<p>Description</p> <p><i>A workshop lasting up to two hours, designed and targeted at groups of leaders of people managers.</i></p> <p><i>The workshop will consist of a blend of presented material, reflections on survey insights, facilitated discussion, practical activities, and peer-sharing - all focused around understanding perception and feeling from within areas of the business and exploring how to drive improvements and deliver positive change.</i></p> <p><i>Agile methodologies and approaches will be utilised when providing action-planning techniques that leaders and managers can take back into their teams.</i></p>	<p>Additional Customer Responsibilities</p> <p>To coordinate diaries internally to schedule the sessions and secure attendance to the workshops. The customer will also need to provide Hive with the names and contact email of those attending, for any workshop materials to be shared.</p> <p>A maximum of 4 workshops can be scheduled in for delivery over one day, or 2 workshops per half-day (am or pm) across two separate days. If any sessions cut across additional days, a further fee will be incurred. Hive must be given at least two weeks' notice for any delivery date to be agreed</p>

Executive Presentations	QUANTITY:
<p>Description</p> <p>A 1-2 hour session with an Executive/Senior Leadership team, following your chosen/designated survey to look at the results and explore what the data is telling the business. This session will include a presentation to walkthrough the key headlines, trends, and themes coming from the data; as well as highlighting the link between engagement and performance metrics if this data is available</p> <p>The session will also include Q&A with the Leadership team and a facilitated discussion around the strategic priorities for the business when it comes to improving</p>	<p>Additional Customer Responsibilities</p> <p>To coordinate diaries internally to ensure the appropriate time can be scheduled in with the Executive/Senior Leadership team</p> <p>Hive must be given at least two weeks' notice for any delivery date to be agreed.</p>

engagement, as well as outlining any specific next steps for communicating and actioning the data across the wider business.	
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Terms & Conditions

MSA: Terms & Conditions

1. Definitions

In this Contract, the following words have the following meanings:

- 1.1. **"Affiliate"** means any direct or indirect holding Company or Subsidiary Company of the relevant entity. A Company is a "Subsidiary" of another Company, if the latter company: (a) holds a majority of the voting rights in it; or (b) is a member of it and has the right to appoint or remove a majority of its board of directors; or (c) is a member of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it. "Company" includes any body corporate or any legal entity capable under law of making a contract.
- 1.2. **"Customer Infrastructure"** means the Customer's systems and technical infrastructure, including those systems that directly or indirectly interface and/or are interoperable with, and/or impact on, the Services, and which are not under Supplier's management and control and explicitly identified as Supplier's responsibility under this Contract, but excluding the Connectivity Infrastructure.
- 1.3. **"Customer"** means the 'Customer' specified in the Order Form.
- 1.4. **"Customer Entities"** means any Affiliates of the Customer expressly identified on the Order Form.
- 1.5. **"Connectivity Infrastructure"** means the internet, telecommunications links, broadband and/or third party software and systems which are neither owned or supplied by the Supplier or the Customer and which connect the Services and/or the Supplier Software to wide area networks.
- 1.6. **"Contract"** means these MSA Terms & Conditions, the Order Form, and the Schedules.
- 1.7. **"Costs"** means costs, liabilities, penalties, and charges.
- 1.8. **"Deliverables"** means the output/deliverables in respect of any Services.
- 1.9. **"Effective Date"** means the contract date specified in the Order Form.
- 1.10. **"Fees"** means the fees and charges specified in the Order Form and the SOW(s).
- 1.11. **"Hosted Services"** means 'Hosted Services' as described in the Order Form.
- 1.12. **"Hosted Service Commencement Date"** means the target date (advised by the Supplier) on which the Customer should put the Hosted Services into live and/or operational use.
- 1.13. **"HRIS"** means the human resources information system used by the Customer as may be identified in the Order Form.
- 1.14. **"HRIS Integration"** means any integration of the HRIS and the Supplier Software that may be undertaken as part of the Set-Up and Launch Services.
- 1.15. **"Intellectual Property Rights"** means all copyrights (including copyright in computer software), database rights, rights in inventions, patent applications, patents, trade marks, trade names, know-how, service marks, design rights (whether registered or unregistered), trade secrets, rights in confidential information and all other industrial or intellectual property rights of whatever nature for the full duration of such rights, including any extensions or renewals.
- 1.16. **"Law"** means any applicable laws, regulations, regulatory constraints, obligations, proclamations, rules (including binding codes of practice and statement of principles incorporated and contained in such rules), or

applicable judgment of a relevant court of law which is a binding precedent, in each case in force in any jurisdiction that is or may be applicable to this Contract.

- 1.17. **“Licensing Purpose”** means internal use only in the ordinary course of the Customer’s business and for the use(s) envisaged in the Supplier’s published marketing materials of the Hosted Services.
- 1.18. **“Local”** means installed on Customer Infrastructure.
- 1.19. **“Minimum Term”** means the period of months identified in the Order Form as the ‘Minimum Term’.
- 1.20. **“MSA T&Cs”** means these MSA Terms & Conditions.
- 1.21. **“Order Form”** means the order form setting out the services required by the Customer.
- 1.22. **“People Science Services”** means ‘People Science Services’ as described in the Order Form.
- 1.23. **“Renewal Period”** means the period of months identified in the Order Form as the ‘Renewal Period’
- 1.24. **“Services”** means Set-up and Launch Services, Supplier Software, Hosted Services, People Science Services and additional professional services from time to time upon the completion of a Statement of Work.
- 1.25. **“Set-up and Launch Services”** means ‘Set-up and Launch Services’ as described in the Order Form.
- 1.26. **“SLA”** means the ‘Service Level Agreement’ set out at Schedule 1.
- 1.27. **“Software”** means the Supplier Software, and any software supplied pursuant to this Contract, including such new releases, new versions, updates, and modifications thereto as are provided by Supplier in its discretion and/or in accordance with the SLA.
- 1.28. **“Statement of Work”** or “SOW” means a contract for specified professional services that is made in accordance with Clause 4.2.
- 1.29. **“Supplier Software”** means the ‘Supplier Software’ described in the Order Form, including such new releases, new versions, updates, and modifications thereto as are provided by Supplier in its discretion and/or in accordance with the SLA.
- 1.30. **“Supplier”** means the ‘Supplier’ specified in the Order Form.
- 1.31. **“System Access”** the local and wide area access to the Customer Infrastructure as required by the Supplier in order to provide the Services pursuant to this Contract.
- 1.32. **“User Data”** means any information, materials, or data: (a) uploaded, stored or created in or while using the Supplier Software by: (i) the Customer or its users; or (ii) by the Supplier or a third party on the Customer’s or its users’ instructions; and/or (b) provided to the Supplier by (or on behalf of) the Customer or its users.

2. Hosted Services

- 2.1. From the Hosted Service Commencement Date the Supplier shall provide Hosted Services substantially in accordance with the SLA with reasonable skill and care in accordance with good industry practice, subject to the terms of this Contract and provided that the Supplier does not warrant that the Customer’s use of Hosted Services will be uninterrupted or error free. The Supplier shall use its reasonable endeavours to meet any timescales specified in the SLA. Any such timescales are targets rather than guarantees.
- 2.2. From the Hosted Service Commencement Date, subject to the Customer complying at all times with the terms of this Contract, the Supplier grants to the Customer a non-exclusive non-transferable licence for the duration of this Contract to: (a) allow its permitted users to use the Supplier Software via the Hosted Services for the Licensing Purpose and at all times in compliance with the Law, subject to the licensing parameters set out in the Order Form; (b) allow its permitted users to install and use any Local Supplier Software for the Licensing Purpose and at all times in compliance with the Law, subject to the licensing parameters set out in the Order Form.
- 2.3. From the Hosted Service Commencement Date, subject to the Customer complying at all times with the terms of this Contract, the Supplier grants to the Customer a perpetual non-exclusive non-transferable licence to use the Deliverables for the Licensing Purpose. During the term of this Contract the Deliverables may be available to the Customer via the Hosted Software. Prior to termination of the licence set out at clause 2.2 the Customer shall

inform the Supplier of any Deliverables it wishes to make use of post-termination and the Supplier shall endeavour to make available such Deliverables to the Customer outside of the Hosted Services (e.g. in PDF format or similar).

- 2.4. The Supplier shall not be responsible for any failure to provide Hosted Services as a result of a failure by the Customer to comply with its responsibilities under this Contract and: (a) errors in or corruption of the Customer Infrastructure, Connectivity Infrastructure, and/or the User Data; and/or (b) the occurrence of a Suspension Event.
- 2.5. The Supplier reserves the right at its sole discretion to suspend Hosted Services in the event of (each of which shall be a "Suspension Event"): (a) scheduled maintenance services (for which the Supplier shall give to the Customer as much notice as is reasonably practicable in the circumstances); (b) a material breach by the Customer of the terms of this Contract (including a failure to pay the Fees in accordance with Clause 6); (c) where ongoing use by the Customer of Hosted Services has, in the Supplier's reasonable opinion, the prospect of damaging Hosted Services or degrading performance (or actually has damaged or degraded the same), whether due to failures in or problems with the Customer Infrastructure or failures in or problems with the Connectivity Infrastructure, or (d) the occurrence of an Event of Force Majeure.
- 2.6. In the event of a failure by the Supplier to provide Hosted Services in accordance with this Contract, the Supplier will, at its expense, use all reasonable commercial efforts to correct any such failure(s) promptly (which may include the provision of a temporary workaround) in accordance with the SLA. The Supplier's provision of corrective services in accordance with this Clause 2.6 shall constitute the Customer's exclusive remedy for any breach of Clause 2.1. Nothing in this Clause 2.6 purports to limit the Supplier's liability for any failure of the Supplier to comply with this Clause 2.6 (for which the provisions of Clause 12 shall apply).
- 2.7. If the Customer exceeds the licensing parameters in the Order Form such that the actual number of permitted users exceeds the Maximum Number of Unique Users stipulated on the Order Form, Supplier may charge the Customer for such excess use in accordance with the 'Overage rate per excess Unique User' specified in the Order Form. On payment of such overage fees by Customer such excess usage shall be deemed licensed usage for the purposes of this Clause 2.
- 2.8. If the Customer fails to comply with clause 3.1(e) and/or 3.1(f) in connection with the Set-up and Launch Services, then the Supplier may extend the Hosted Services Commencement Date accordingly.
- 2.9. Customer's permitted users shall include only employees and directors of the Customer and of any Customer Entities expressly identified in the licensing parameters section of the Order Form. The Customer shall be responsible to the Supplier in relation to any use of the Software and/or Hosted Services by Customer Entities and shall notify the use restrictions under this Contract to each relevant permitted user and ensure that all such users comply with the terms of this Contract. Every permitted user (whether associated with the Customer or the Customer Entities) counts towards the numerical restrictions on users described in the licensing parameters set out in the Order Form.

3. Customer's Responsibilities

- 3.1. The Customer shall: (a) undertake all reasonable enquiries to satisfy itself that the Services are suitable for its needs before entering into this Contract; (b) adopt such processes and make such changes to its working practices as are necessary to make effective use of the Services; (c) have in place appropriate Customer Infrastructure and Connectivity Infrastructure necessary for the provision of Services; (d) maintain and upgrade the Customer Infrastructure and Connectivity Infrastructure in accordance with good industry practice, the Supplier's reasonable instructions (e.g. whitelisting Supplier's domain for email receipt and not throttling such email delivery), and any minimum environment recommendations published as part of Software specifications/guidelines (including Supplier guidance as to supported internet browsers); (e) carry out all of its responsibilities set out in this Contract in a timely and efficient manner and, in particular, not act (or fail to act) in a manner that will delay or otherwise adversely impact on the Supplier (or its subcontractors) performance of Services; (f) provide the Supplier with all necessary information, co-operation, and assistance as may be required by the Supplier in order to provide Services; (g) comply with the Law with respect to its activities under this Contract; (h) provide the Supplier with such technical support, information, and access to systems and/or data as the Supplier reasonably requires in order to maintain System Access for the duration of this Contract; (i) reasonably determine whether it is appropriate (as a matter of good industry practice) to implement any form of

additional back-up of User Data (in addition to such back-ups maintained by the Supplier as part of the Hosted Services) and if so either commission directly (or via the Supplier, if available) such additional data back-up services; (j) ensure that any data (including User Data) migrated to the Supplier as part of any data migration project is appropriately cleansed and is free from corruption or material errors; (k) not reverse engineer or decompile the Software (or attempt to do the same), save to the extent permitted by Law.

- 3.2. The Customer recognises that the availability of the Hosted Services is, in part, dependent on the stability of the Connectivity Infrastructure, and that changes to the Connectivity Infrastructure may result in the loss of availability of (or the material degradation of) the Hosted Services. The Customer shall not make changes to those elements of the Connectivity Infrastructure that are within its control, without first notifying the Supplier of such changes and ensuring that they do not adversely impact or degrade the Hosted Services. The parties agree that changes to Connectivity Infrastructure that are outside of both parties control (and the consequences of such changes) are not the responsibility of either party; save that both parties shall use their reasonable endeavours to mitigate the adverse impact of such changes on the Hosted Services.
- 3.3. The Customer shall permit the Supplier, on reasonable notice, to test the Customer Infrastructure, for example to check for conformance with the provisions of Clauses 3.1 and/or 3.2. If the Supplier reasonably considers that the Customer Infrastructure is (i) inadequate, (ii) non-compliant with the provisions of Clauses 3.1 and/or 3.2 and/or (iii) is (or may be) responsible for performance or functionality failures or degradation, the Customer shall make such changes to Customer Infrastructure (whether configuration or upgrades) as the Supplier may reasonably recommend.

4. Services

- 4.1. Services will be provided pursuant to this Contract if and to the extent that such Services are specified in the Order Form.
- 4.2. This Contract also operates as a framework under which additional Services may be provided if the parties agree any SOW(s) by completing an SOW pro forma, as set out at Schedule 2. An SOW is deemed completed and binding on the parties if: (a) it is signed by both parties; or (b) it is raised by the Supplier in accordance with Clause 4.3 below. Each completed SOW is a separate contract for Services. The completed SOW incorporates all the terms of this Contract that directly or indirectly relate to the SOW.
- 4.3. In the event that Services are undertaken by the Supplier on the written request of the Customer and it is not reasonably practicable to populate and execute an SOW in respect of such services prior to such services commencing, as soon as reasonably practicable thereafter the Supplier shall raise a retrospective SOW capturing the Services ordered by the Customer, with the fees calculated either on a time and materials basis or as a fixed price as specified in an SOW. Such a SOW will not require the Customer's signature to be binding on the parties.
- 4.4. The Supplier shall provide Services using reasonable care and skill and in accordance with good industry practice. Both parties shall use their reasonable endeavours to meet the timescales specified in the SOW(s). The Supplier shall not be responsible for any failure to achieve deadlines or milestones in the SOW(s) to the extent that the failure has been caused by any delay or default on the part of the Customer. Time shall not be of the essence in relation to the Supplier's performance.

5. Personnel

- 5.1. Each party shall appoint the personnel as specified in the Order Form ("**Key Personnel**"). Each party shall ensure that its Key Personnel shall be contactable using the contact details specified in the Order Form (as updated from time to time). Each party shall inform the other promptly if any of its Key Personnel resigns or for any other reason ceases to work under this Contract.
- 5.2. Each party shall use their reasonable endeavours to maintain the continuity of their Key Personnel in respect of the management of this Contract, and if such Key Personnel become unavailable, each party shall promptly replace such individuals and ensure that any disruption to the Contract is minimised.

6. Payment

- 6.1. The Customer shall pay: (a) Fees as and when they fall due for payment, as specified in the Order Form; and (b) Fees for additional Services in the manner specified in the SOW(s) or otherwise fixed as specified under an SOW.
- 6.2. The Supplier shall be entitled to raise invoices for Fees and charges as and when they fall due for payment in accordance with the Order Form and any SOWs.
- 6.3. The Customer shall pay the Supplier's invoices either: (a) within thirty (30) days of the date of the invoice (or within such shorter period as specified in the Order Form); or (b) immediately by direct debit or standing order (if applicable; and if specified in the Order Form).
- 6.4. The Customer may not withhold payment of any amount due to the Supplier because of any set-off, counter-claim, abatement, or other similar deduction.
- 6.5. All fees payable by the Customer to the Supplier under this Contract are payable in Pounds Sterling (unless another currency is specified in the Order Form) and are exclusive of any tax, levy or similar governmental charges, including value added or sales tax, that may be assessed by any jurisdiction, except for income, net worth or franchise taxes on the Supplier.
- 6.6. If any sum payable under this Contract is not paid ten (10) days after the due date for payment then (without prejudice to the Supplier's other rights and remedies) the Supplier reserves the right to charge interest on that sum on a daily compounded basis (before as well as after any judgment) at the annual rate of five per cent measured from the due date to the date of payment, provided that at no time shall the Customer be required to pay interest at an effective rate higher than legally permissible.
- 6.7. Unless otherwise specified in the Order Form, all Fees shall increase on each anniversary of the Effective Date by an amount, as notified by Supplier, that does not exceed the rate of change in the Retail Price Index (for all items) as published by the Office for National Statistics plus two per cent, measured between the date of review and the last review date (or in the event of the first review date, the Effective Date)) ("**Indexed Increase**").
- 6.8. Unless otherwise specified in the Order Form, after the expiry of the Minimum Term and each Renewal Period (i.e. each "**Renewal Date**"), the Supplier shall be entitled by giving the Customer not less than ninety (90) days' written notice prior to such Renewal Date to increase any or all Fees with effect from such Renewal Date by an amount that exceeds an Indexed Increase (as determined by the Supplier in its sole discretion) ("**General Increase**"), provided that if the Customer objects to a General Increase it shall be entitled to terminate this Contract with effect from the Renewal Date by giving to the Supplier not less than sixty (60) days' written notice prior to the Renewal Date.

7. Property Rights

- 7.1. Full and unencumbered title (with full title guarantee) in Deliverables shall vest in the Supplier absolutely upon creation. The Supplier and its licensors own and shall continue to own all Intellectual Property Rights in the Supplier Software, and any Deliverables. The Customer undertakes at the request of the Supplier at all times from the date of this Contract to, and to procure that any and all of its sub-contractors and any third party involved in any SOW(s) shall, do all acts and execute all documents, papers, forms and authorisations and to dispose to or swear all declarations or oaths reasonably necessary and/or desirable to give effect to the provisions of this Clause 7.1.

8. Term & Termination

- 8.1. **This Contract.** This Contract is formed (and becomes legally binding) when the parties complete and sign the Order Form. This Contract shall commence on the Effective Date and shall continue for the Minimum Term and, thereafter, this Contract shall be automatically renewed for successive Renewal Periods, unless and until terminated by either party in accordance with this Clause 8.
- (i) Either party shall be entitled to terminate this Contract on expiry of the Minimum Term or any Renewal Period by giving to the other party not less than ninety (90) days' prior written notice.
- (ii) Either party shall be entitled to terminate this Contract immediately if the other party commits any material breach of this Contract and fails to remedy that breach within thirty (30) days of written notice of that breach (the 30 day period only applies where a breach is capable of remedy - if it is incapable of remedy, the Contract may

be terminated by written notice immediately). The parties agree that any failure to pay sums due under this Contract within the agreed payment terms shall constitute a material breach of this Contract

8.2. **SOW(s).** The SOW(s) shall commence in accordance with Clause 4.2 and shall terminate on completion of the Services or in accordance with this Clause 1.2.

(i) Either party shall be entitled to terminate any SOW(s) immediately by giving written notice to the other party if that other party commits any material breach of the applicable SOW that is incapable of remedy (if the breach is capable of remedy, this Contract may be terminated immediately if the other party fails to remedy that breach within thirty (30) days of written notice). The parties agree that any failure to pay sums due under any SOW within the agreed payment terms shall constitute a material breach of the SOW.

8.3. **Insolvency.** Save to the extent otherwise specified by Law, either party shall be entitled to terminate either this Contract and/or any SOW(s) immediately by giving written notice to the other party if that other party has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver, administrator or manager appointed over any of its assets, or a court or arbiter with authority to so determine, determines that the debtor is unable to pay its debts.

9. Consequences of Termination

9.1. On termination of this Contract or any SOW(s) howsoever caused: (a) the rights and duties created by Clauses 6, 7, 10, 11, 12, 15 and 16 shall survive; (b) the rights of either party which arose on or before termination shall be unaffected.

9.2. On termination of this Contract howsoever caused: (a) the SOW(s) shall be unaffected; (b) each party shall return, in good condition, the tangible property of the other party (if any) that was made available under this Contract in accordance with that other party's reasonable instructions; (c) subject to Clause 11.4 all licences granted shall terminate; (d) the Supplier shall make available User Data for migration to the Client; and (e) the Supplier shall be entitled to permanently erase all User Data after the period of 30 days has elapsed from the effective date of termination of this Contract.

9.3. On termination of any SOW(s) howsoever caused: (a) other SOW(s) and the Contract shall be unaffected; and (b) each party shall return, in good condition, the tangible property of the other party (if any) that was made available under the SOW(s) in accordance with that other party's reasonable instructions. In the event that termination of the SOW(s) precedes completion of the Services: (i) the Supplier shall make such partial delivery to the Customer of the Deliverables as is reasonably practicable, such Deliverables to be provided on an "AS IS" basis; and (ii) if the parties had agreed to a fixed price under the SOW(s), the Supplier may (at its sole discretion) reduce the fixed price by an amount that reasonably reflects both the value of the Services that have been provided under the SOW(s) and the cost to the Supplier of providing such Services.

10. Confidentiality

10.1. Each party that receives ("Receiving Party") non-public business or financial information (excluding the receipt by the Supplier of Cleansed Data) ("Confidential Information") from the other (or the other's Affiliates) ("Disclosing Party"), whether before or after the date of this Contract shall:

- (i) keep the Confidential Information confidential;
- (ii) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with Clauses 10.2, or 10.3; and
- (iii) not use the Confidential Information for any purpose other than the performance of its obligations or its enjoyment of rights under this Contract ("**Permitted Purpose**").

10.2. The Receiving Party may disclose Confidential Information to its own, or any of its Affiliates, officers, directors, employees agents and advisers who reasonably need to know for the Permitted Purpose (each a "**Permitted Third Party**"), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of this Clause 10 of such Permitted Third Party as if such Permitted Third Party was the Receiving Party (and a party to this Contract). The Receiving Party shall ensure that each

Permitted Third Party is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Clause 10.

- 10.3. If required by Law, the Receiving Party may disclose Confidential Information to a court or regulatory authority or agency, provided that the Receiving party shall (if legally permissible) provide reasonable advance notice to the Disclosing Party and co-operate with any attempt by the Disclosing Party to obtain an order for providing for the confidentiality of such information.

11. Data

- 11.1. The Supplier shall not own (or claim ownership rights in respect of) User Data.
- 11.2. The Customer is responsible for the accuracy, reliability, lawfulness, and integrity of all User Data. The Customer warrants that User Data shall not be defamatory or offensive and that it, and its users, have all consents, licenses and permissions (including the consent of any Data Subjects) in respect of User Data as are required for Customer (and its users) to lawfully upload, store, distribute, publish, share and/or Process the User Data (as applicable): (a) in/through the Supplier Software; and/or (b) to/with other Customer users or any third parties who are authorised by the Customer or by Law to view/access the User Data. The Customer shall indemnify and hold harmless the Supplier for Costs arising from a breach of this Clause 11.2, including all Costs associated with handling a complaint or allegation which, if substantiated, would constitute a breach by the Customer of this Clause 11.2.
- 11.3. Without prejudice to any other rights herein, the Supplier shall, in its absolute discretion, be entitled to delete any User Data which, in the opinion of the Supplier, is defamatory or offensive or if the Supplier believes the Customer, and/or its users, do not have the relevant consents, licenses and/or permissions (including the consent of any Data Subject) in respect of the use and/or Processing of such User Data as required in law and/or in accordance with clause 11.2. In the event that the Supplier, acting in accordance with this clause 11.3, deletes User Data, it shall inform the Customer as soon as reasonably practicable and shall have no liability to the Customer in respect of such deleted User Data.
- 11.4. The Customer acknowledges that the provision of high-quality services requires the Supplier to analyse data to identify trends, optimise services, and provide customers with the opportunity to use such information to enhance their own services. The Customer therefore grants to the Supplier a non-exclusive, perpetual, irrevocable, royalty free, worldwide licence to use, modify, adapt, and create derivative works of User Data for any purposes, and commercially exploit and/or sublicense any or all of such rights on any terms, provided always that such User Data must at all times be cleansed such that individuals, the Customer, and/or any legal entities cannot be identified in any circumstances ("**Cleansed Data**").
- 11.5. The Customer acknowledges, given the nature of the Hosted Services, that the User Data may include survey responses and other information disclosed by employees and other workers of the Customer ("**Employee Inputs**"). Customer acknowledges that:
- (i) Supplier is trusted by employees and customers alike to treat Employee Inputs on a confidential basis, and
 - (ii) all Employee Inputs will be pseudonymised and provided to Customer on that basis only (save in relation to "Hive Fives" and other similar expressions of positive employee feedback which may be made available to Customer on an employee-attributed basis.
- 11.6. The parties shall comply with Schedule 4.

12. Liability

- 12.1. Neither party shall exclude or limit its liability for:
- (i) death or personal injury caused by its negligence;
 - (ii) fraudulent misrepresentation; and/or
 - (iii) any liability that cannot be excluded or limited by Law.
- 12.2. The Supplier shall not be liable for loss of profit, loss of revenue, loss of anticipated savings, or loss of goodwill.

- 12.3. The Customer agrees that it will have no remedy in respect of any untrue statement or representation made to it upon which it relied in entering into this Contract and that its only remedies can be for breach of contract (unless the statement was made fraudulently).
- 12.4. The Supplier's Contractual Liability to the Customer shall not exceed one hundred per cent (100%) of the fees paid (plus any unpaid fees that are payable) under the Contract (but not any SOW) in the 12 month period prior to the date in which the claim (or series of connected claims) arose. "Contractual Liability" means liability howsoever arising under or in relation to the subject matter of this Contract that is not:
- (i) unlimited by virtue of Clause 12.1; or
 - (ii) excluded pursuant to Clauses 12.2 and 12.3.
- 12.5. The Supplier's SOW Liability to the Customer shall not exceed the fees paid (plus any unpaid fees that are payable) under the SOW under which the claim (or series of connected claims) arose. "SOW Liability" means liability howsoever arising under or in relation to the subject matter of the SOW under which the claim (or series of connected claims) arose that is not: (a) unlimited by virtue of Clause 12.1; (b) excluded pursuant to Clauses 12.2, 12.3, and 12.4.
- 12.6. Except as expressly provided in this Contract, the Supplier hereby excludes any implied condition or warranty concerning the quality or fitness for purpose of its services, whether such condition or warranty is implied by statute or common law.
- 12.7. Neither party shall be liable for any delay or failure in performing its duties under this Contract caused by any circumstances beyond its reasonable control. Without limitation, the following shall be regarded as causes beyond either party's reasonable control: (a) act of God, explosion, flood, tempest, fire or accident; (b) unusual atmospheric conditions and unusual conditions in outer space which may affect signals to and from and the workings of satellites; (c) war or threat of war, sabotage, insurrection, civil disturbance or requisition; (d) import or export regulations or embargoes; (e) any change in any Law(s) that has an impact on the parties' rights and/or responsibilities under this Contract; (f) any breach by a third party of the Computer Misuse Act 1990 or the Communications Act 2003 that has the object or effect of directly or indirectly interfering with or damaging the Customer Infrastructure, and/or the Supplier's hardware, software and/or network infrastructure; each an **"Event of Force Majeure"**.

13. Assignment and subcontracting

- 13.1. The Customer shall not assign or otherwise transfer this Contract or any of its rights and duties under this Contract without the prior written consent of Supplier, such consent not to be unreasonably withheld or delayed.
- 13.2. Supplier may assign or otherwise transfer this Contract or any of its rights and duties under this Contract without the consent of the Customer.
- 13.3. The Supplier may sub-contract the performance of any of its duties. The Supplier shall be entitled, at its sole discretion, to replace such service providers from time to time without notice to the Customer. The foregoing provisions of this Clause 13.3 are subject to Schedule 4 (Data Processing) where any such sub-contracting includes the sub-processing of any Personal Data in the User Data (in each case as defined in Schedule 4).
- 13.4. The rights and liabilities of the parties hereto are binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

14. Changes

- 14.1. Subject to Clause 14.4, no changes to this Contract or the SOW(s) shall be valid unless made in writing and signed by the authorised representatives of both parties.
- 14.2. Either party shall be entitled from time to time to request a change to the scope of the Services ("**Change**"). Neither party shall be entitled to charge for considering and/or negotiating a Change unless such consideration requires the Supplier to undertake detailed scoping in which case the Supplier shall be entitled to charge pursuant to an SOW.
- 14.3. A Change will be effective when it is documented in writing in a standard Supplier change control form.

- 14.4. The Supplier reserves the right to make changes to Hosted Services from time to time provided that if such a change is to remove material Hosted Services functionality to the material detriment of the Customer's use of Hosted Services the Supplier shall give the Customer not less than sixty (60) days' prior written notice of such change (a "**Change Notice**") and provided further that in such circumstances Customer shall be entitled, by giving the Supplier not less than thirty (30) days' prior written notice prior to the Change Notice taking effect, to terminate this Contract. In the event that the Customer has prepaid Fees covering a period that is shortened by termination by the Customer in accordance with this Clause 14.4, the Supplier shall refund to the Customer a proportion of the prepaid Fees in respect of such period, pro-rated on a daily basis. This Clause 14.4 is without prejudice to the Supplier's rights under the SLA.
- 14.5. Neither party shall unreasonably withhold its consent to the other's request to re-schedule the date or time of performance of professional services booked from time to time under a Statement of Work or Set-up and Launch Services. However, given that it will not be practical for the Supplier to re-schedule resources on short notice, the parties agree that: (a) if the Customer gives to the Supplier less than two (2) clear days' notice of such a request then the Customer must pay to the Supplier the full value of such booked Services; (b) if the Customer gives to the Supplier between two (2) and seven (7) clear days' notice of such a request then the Customer must pay to the Supplier fifty per cent (50%) of the full value of such booked Services. For the purpose of this Clause 14.5, a "day" excludes Saturday, Sunday, and public holidays.

15. Disputes

- 15.1. The parties shall attempt to resolve any dispute arising out of or relating to this Contract (including any dispute relating to any non-contractual obligations arising out of or in connection with it) (the "**Dispute**") through discussions between senior representatives.
- 15.2. Where the Dispute is not resolved within forty (40) days of the start of discussions in accordance with Clause 15.1 above, the parties shall attempt to resolve the Dispute in good faith through an Alternative Dispute Resolution ("**ADR**") procedure as recommended by the Centre for Effective Dispute Resolution.
- 15.3. If the Dispute has not been resolved by an ADR procedure within forty (40) days of the initiation of that procedure, or if either of the Supplier or the Customer will not participate in an ADR procedure, either of the parties shall be entitled to refer the Dispute to the High Court of England and Wales and the parties submit to its exclusive jurisdiction for that purpose.
- 15.4. Clauses 15.1 to 15.3 above shall not restrict either party's ability to commence court proceedings in respect of any:
- (i) matter relating to its Confidential Information or Intellectual Property Rights; and/or
 - (ii) unpaid invoice.

16. General Provisions

- 16.1. **Publicity.** The Customer hereby irrevocably consents to the Supplier referring to the Customer as a customer of the Supplier in its sales and marketing literature (including its web site).
- 16.2. **Third Party Rights.** The parties hereby exclude to the fullest extent permitted by law any rights of third parties to enforce or rely upon any of the provisions of this Contract.
- 16.3. **Relationship.** Nothing in this Contract shall render the Customer a partner or an agent of the Supplier and the Customer shall not purport to undertake any obligation on the Supplier's behalf nor expose the Supplier to any liability nor pledge or purport to pledge the Supplier's credit.
- 16.4. **Entire Agreement.** This Contract supersedes any prior contracts, arrangements and undertakings between the parties in relation to its subject matter and constitutes the entire contract between the parties relating to the subject matter.
- 16.5. **Severance.** If any part of this Contract is held unlawful or unenforceable that part shall be struck out and the remainder of this Contract shall remain in effect.
- 16.6. **No Waiver.** No delay, neglect or forbearance by either party in enforcing its rights under this Contract shall be a waiver of or prejudice those rights.

- 16.7. **No Bribery.** Each party warrants to the other that it: (a) has not and will not commit an offence under the Bribery Act 2010 in relation to this Contract or any other contract between the parties; and (b) has adequate procedures (as defined in section 7(2) of that Act) in place to prevent its associated persons from committing an offence under that Act.
- 16.8. **Counterparts.** This Contract may be executed in any number of counterparts and by each of the parties on separate counterparts each of which when executed and delivered shall be deemed to be an original, but all the counterparts together shall constitute one and the same agreement.
- 16.9. **Injunctive Relief.** Nothing in this Contract shall prevent or preclude either party from seeking injunctive relief.
- 16.10. **Notices.** All notices (which include invoices and correspondence) under this Contract shall be in writing and shall be sent to the address of the recipient set out in this Contract or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally, by a reputable courier service, by first-class post, or by email and shall be deemed to have been served if by hand when delivered, if by courier service or first class post 48 hours after delivery to the courier or posting (as the case may be), or if by email immediately.
- 16.11. **Interpretation.** In this Contract: (a) any reference to a Clause means a reference to a Clause of this Contract unless the context requires otherwise; (b) unless the context otherwise requires, the words “including” and “include” and words of similar effect shall not be deemed to limit the general effect of the words which precede them; (c) the headings are for ease of reference only and shall not affect the construction or interpretation of the Contract; and (d) references to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.
- 16.12. **Hierarchy.** To the extent there is any inconsistency between the provisions of these MSA Terms & Conditions, the Order Form, the Schedules, the SOW(s), any documents incorporated into this Contract, and any documents incorporated into the SOW(s) the following order of precedence shall apply: (a) first these MSA Terms & Conditions; (b) second the Schedules; (c) third the Order Form; (d) fourth the SOW(s); (e) fifth documents incorporated into the SOW(s); and (f) sixth documents incorporated into this Contract.
- 16.13. **Law.** This Contract is governed by the laws of England.



Schedules

Schedule 1 - SLA

1. AVAILABILITY

1.1. In this Schedule

- 1.1.1. **“Customer Hive”** means the user-facing environment of the Hosted Services made available to the Customer via the internet at the URL assigned to the Customer by the Supplier, e.g. at <http://company-name.hive.hr>.
- 1.1.2. **“Unavailability”** (or **“Unavailable”**) means unavailability as confirmed by Supplier’s monitoring platform by measuring server-side error rate and analysing ping tests from multiple locations.
- 1.1.3. **“Maintenance Window”** means scheduled Unavailability of the Customer Hive, as announced by Supplier prior to the Customer Hive becoming Unavailable.

- 1.1.4. **“Monthly Uptime Percentage”** is calculated by subtracting from 100% the percentage of minutes during the month in which the Customer Hive was Unavailable excluding such minutes occurring during Maintenance Windows or in relation to SLA Exclusions.
- 1.1.5. **“Platform Functionality Document”** means the Platform Functionality document attached to the Order Form relating to this Contract, as referenced in the description of ‘Hosted Services’ set out on such Order Form.
- 1.1.6. **“SLA Exclusions”** means (i) factors outside Supplier’s reasonable control including Events of Force Majeure, problems with Connectivity Infrastructure or Customer Infrastructure, and issues caused by actions of inactions of Customer.
- 1.2. The Supplier shall use its reasonable endeavours to make the Customer Hive available on a 99.5% Monthly Uptime Percentage basis.

SERVICE CREDITS

- 1.3. Service credits are calculated as a percentage of the total charges paid by Customer for Hosted Services (excluding one-time payments, e.g. for training etc.) in the monthly billing cycle in which Unavailability occurs to the following extents:
- 1.3.1. for Monthly Uptime Percentage less than 99.5% but equal to or greater than 99.0%, Customer will be eligible for a 5% Service Credit
- 1.3.2. for Monthly Uptime Percentage less than 99%, Customer will be eligible for a 15% Service Credit.
- 1.4. Supplier shall apply any Service Credits only against future payments for the Hosted Services otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from the Supplier. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than £1 GBP. Service Credits may not be transferred or applied to any other account.
- 1.5. Customer’s sole and exclusive remedy for any Unavailability of the Hosted Services is the receipt of a Service Credit in accordance with the terms of this SLA.
- 1.6. To receive a Service Credit, Customer must submit a claim by emailing support@hive.hr. To be eligible, the credit request must be received by Supplier by the end of the billing cycle following the one in which the incident occurred and must include:
- 1.6.1. The words “SLA Credit Request” in the subject line, and
- 1.6.2. The dates and times of each Unavailability incident in respect of which Customer is claiming.
- 1.7. If the Monthly Uptime Percentage of the credit request is confirmed by Supplier and is less than the Target Availability, Supplier will issue the Service Credit to Customer within one billing cycle following the month in which the request is confirmed by it. Customer’s failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

MAINTENANCE, NEW VERSIONS & NEW PRODUCTS

- 1.8. The Supplier may from time to time provide and install: (a) minor improvements, updates, enhancements, error corrections, upgrade scripts, and changes to the Supplier Software (each containing updates to the help files and documentation) (**“Maintenance Releases”**); and (b) new releases, new versions, updates, and modifications to the Supplier Software that do not constitute New Products (as generally available in accordance with the Supplier’s timetable for releasing new versions as amended from time to time and available on request including updates to the help files and documentation) (**“New Version”**).
- 1.9. Nothing in this Contract shall entitle the Customer to any new version of the products which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product (**“New Product”**).
- 1.10. Without limiting the generality of paragraph 1.9, the Customer expressly acknowledges that it is not entitled under the Contract to:

- 1.10.1. items identified as Excluded Platform Features in the Platform Functionality Document, and/or
- 1.10.2. any platform features not expressly identified as Additional Platform Features in the Platform Functionality Document.

SUPPORT

- 1.11. In response to errors in the Hosted Services and/or the Supplier Software reported to the Supplier's helpdesk in accordance with paragraphs 1.17 - 1.18 (below), the Supplier may provide a Solution on a timescale that it in its sole discretion considers to be reasonable having regard to the nature of the error. Solutions will typically be provided at the next applicable release cycle, provided the errors reports are not Out of Scope. Whilst Supplier will attempt to respond to error reports promptly, it does not promise or guarantee any specific response time.
- 1.12. **"Solutions"** are fixes or workarounds that eliminate an error or reduce its effects, which are provided remotely and which may (or may not) include Supplier providing Maintenance.
- 1.13. **"Out of Scope"** means errors that fall outside the scope of the Supplier's responsibilities under this Contract and/or result directly or indirectly from the Customer's: (a) misuse or improper use of the Hosted Services and/or the Supplier Software; and/or (b) combination, merger, or use of the Hosted Services and/or the Supplier Software with any hardware or software outside the Customer Infrastructure and/or Connectivity Infrastructure.
- 1.14. The parties may agree that the Supplier will provide certain support and maintenance services in respect of Out of Scope errors as Services under an SOW.

ENVIRONMENT

- 1.15. The Customer is responsible for procuring and maintaining the Customer Infrastructure and Connectivity Infrastructure.
- 1.16. Maintenance Releases and New Versions may require enhancements to the Customer Infrastructure and Connectivity Infrastructure. The Supplier will advise the Customer if such enhancements are required. The Customer is responsible for procuring and implementing such enhancements. The parties may agree that the Supplier will provide assistance with implementation as Services under an SOW.

CONTACTING THE COMPANY

- 1.17. The Supplier's support operates during the "Support Hours": from 09:00 – 17:00, Monday – Friday, excluding public holidays in England).
- 1.18. The Customer may only contact the Supplier in respect of support queries as follows: (a) email: support@hive.hr; or (b) where available, support requests can be submitted using a custom form within the Supplier app.
- 1.19. References to hours in this Service Level Agreement do not include hours outside the Support Hours.

Schedule 2 - Statement of Work (SoW)

Customer:	SoW Ref:
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Service Description	Customer Responsibilities

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Fees & Payment		
Fixed Payment	Amount	Payable On
	£	
Expenses	The Customer shall pay any expenses reasonably incurred by the Supplier in performing its duties under this SOW, including travel, accommodation and subsistence, provided that such expenses are agreed in advance in writing.	

Contacts
If and to the extent different from the contact details set out in the Order Form to the Contract, please specify

This SOW is made pursuant to the Contract between the Supplier and the Customer and incorporates the terms thereof.	
Signed on Behalf of the Supplier:	Signed on Behalf of the Customer:

Schedule 3 - Change Control Notification (CCN)

Customer:	CCN Ref:
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Specifications of Changes

Fees & Payment Consequences	
Expenses	The Customer shall pay any expenses reasonably incurred by the Supplier in performing its duties under this CCN, including travel, accommodation and subsistence.

This CCN is made pursuant to the Contract between the Supplier and the Customer and incorporates the terms thereof.	
Signed on Behalf of the Supplier:	Signed on Behalf of the Customer:

Schedule 4 - Data Processing

1. DEFINED TERMS

1.1. For the purposes of this Schedule 4:

(i) **“Data Controller”, “Data Subject”, “Personal Data”, “Data Processor”, “Process” and “Special Category Data”** shall have the meaning specified in the Data Protection Legislation;

(ii) **“Data Protection Legislation”** means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and any related act or regulation in the UK, including statutory modification or re-enactment of it;

(iii) **“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016; and

(iii) **“UK GDPR”** means the GDPR as incorporated in UK domestic law by being Regulation (EU) 2016/679 as incorporated into domestic UK law by the European Union (Withdrawal Agreement) Act 2018 (as amended) and amended by The Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended)).

2. DATA PROCESSING TERMS

2.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This paragraph 2 is in addition to, and does not relieve, remove or replace a party's obligations under the Data Protection Legislation.

2.2. In relation to the Processing of any Personal Data in the User Data, the parties agree that the Customer and/or its user(s) (including the Customer Entities) is/are the Data Controller and the Supplier is the Data Processor.

2.3. This Schedule 4 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.

2.3.1. The Supplier shall in respect of such Personal Data:

(i) process that Personal Data only on the documented written instructions of the Customer (which include this Contract) unless the Supplier is required by Laws to otherwise process that Personal Data. Where the Supplier is relying on Laws as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Laws unless those Laws prohibit the Supplier from notifying the Customer;

(ii) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures;

(iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(iv) not transfer any Personal Data outside of the UK and/or European Economic Area unless the prior written consent of the Customer has been obtained and the Customer has provided appropriate safeguards in relation to the transfer;

(v) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach, notifications, impact assessments and consultations with supervisory authorities or regulators;

- (vi) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (vii) ensure that provisions which are equivalent to those set out in this paragraph 2.3.1 are imposed upon any subprocessor engaged by the Supplier (acknowledging that the Supplier shall remain primarily liable to the Customer for the subprocessor's compliance with such provisions);
- (viii) inform the Customer of any intended additions to or replacements of the Supplier's subprocessors
- (ix) subject to clause 9.2(e) of the Contract, at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Laws to store the Personal Data; and
- (x) maintain complete and accurate records and information to demonstrate its compliance with this Schedule 4 and allow for audits by the Customer on reasonable notice and (but without thereby assuming the primary liability of the Customer to only issue lawful instructions) immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

2.4. Customer consents to Supplier appointing the third parties set out in Paragraph 4 as third-party processors of Personal Data under this Contract. Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between Supplier and Customer, Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Paragraph 2.

2.5. For the purposes of paragraph 2.4 and 2.3.1(iv), Customer consents to the transfer of Personal Data outside of the EEA for the purposes of the appointment and utilisation by Supplier of the third parties set out in paragraph 4.

2.6. Supplier may, at any time on not less than seven (7) days' notice, revise the list of third parties set out in paragraph 4 by removing, adding and/or replacing such third parties in its absolute and sole discretion. In the event that Customer, acting reasonably and on good faith, objects to the appointment of such third party sub processors, Customer may terminate this Contract by providing not less than thirty (30) days' notice to Supplier in writing.

3. DATA PROCESSING SUMMARY

3.1. **Scope:** Processing personal data in connection with the provision of the Services under this agreement and this agreement generally.

3.2. **Nature and Purpose:** As set out in this Contract and as necessary for creating log-in details and passwords for each of your permitted users, managing the permitted users' accounts, the provision of the Services and in connection with this agreement generally (including, without limitation, maintenance services).

3.3. **Duration:** For the term of this Contract and any SOWs, and thereafter for the additional period referenced at Clause 9.2(e).

3.4. Types of Personal Data:

Essential - First name, Surname, E-mail address, telephone or mobile telephone number or address, IP address.	Included
Selected demographic information: You have the ability to add multiple attributes to any individual, such as date of birth, gender, location, team / department, start date / employment tenure etc.	Included
Optional - Special Category Data: You may choose to add multiple sensitive attributes to any individual,	Included

such as (but not limited to) religious belief, sexual orientation, trade union membership or disability.	
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3.5. **Categories of Data Subject:** Your employees, contractors and other representatives.

4. CUSTOMER RESPONSIBILITIES

4.1. The Customer agrees that, in its role as Data Controller, it shall ensure that only lawful instructions are issued to the Supplier and in respect of the Processing of the Personal Data it;

4.1.1. shall obtain and maintain throughout the term of the Contract all necessary permissions, consents and authorisations to enable the Supplier to process the Personal Data in accordance with the provisions of the Contract;

4.1.2. shall not remove any wording within the Supplier Software which is intended to provide an opportunity for users of the Supplier Software to provide informed and explicit consent when such users are presented with an opportunity to submit Special Category Data;

4.1.3. has reviewed and approved the Supplier's technical and organisational measures as being suitable for the Customer's purposes before entering into the Contract;

4.1.4. has granted to the Supplier general authorisation to sub-contract its Processing of Personal Data to third parties on the terms set out in paragraph 2.3.1(vii);

4.1.5. may be considered to have no objections if it has not advised otherwise in writing within ten (10) days of notification under paragraph 2.3.1(viii); and

4.1.6. shall promptly issue its instructions in writing to the Supplier, regarding return or deletion of the Personal Data, upon termination or expiry of the Contract (acknowledging the provisions of Clause 9.2(e) of the Contract).

Schedule 4 - Annex 1 - Third Party Processors

Essential

Amazon Web Services, Inc.	Supplier's Website: https://aws.amazon.com
Supplier Address: P.O. Box 81226. Seattle, WA 98108-1226	
Service: Description: Hive uses AWS to host and backup Hive's software application.	Types of Personal Data: First name, Surname, Contact Details, Selected Demographic Information, Optional - Special Category Data.
Data Location: Europe, Dublin, Ireland	Basis for Transfer outside the EEA: N/A
Basis of Transfer from EEA to UK: EU Approved Standard Contractual Clauses	Basis of Transfer from UK to EEA: permitted pursuant to the UK's adequacy decision.

MongoDB Inc	Supplier's Website: https://www.mongodb.com
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Supplier Address: 229 W 43rd Street, 5th Floor, New York, NY 10036, United States	
Service: Description: MongoDB is a database solution, built for performance when handling large volumes of data.	Types of Personal Data: First name, Surname, Contact Details, Selected Demographic Information, Optional - Special Category Data.
Data Location: Europe, Dublin, Ireland	Basis for Transfer outside the EEA: N/A
Basis of Transfer from UK to EEA: Permitted pursuant to the UK's adequacy decision.	Basis of Transfer from EEA to UK: EU Approved Standard Contractual Clauses

Jira Service Desk by Atlassian	Supplier's Website: https://www.atlassian.com
Supplier Address: Level 6, 341 George Street, Sydney, NSW 2000, Australia.	
Service: Description: Jira Service Desk provides Hive with a customer service ticketing solution. Atlassian store Hive data in Europe but have data centres across the world, including the US and Australia.	Types of Personal Data: First name, Surname, Email Address
Data Location: Europe - Dublin, Ireland and Germany	Basis for Transfer outside the EEA: N/A
Basis of Transfer from UK to EEA: Permitted pursuant to the UK's adequacy decision.	Basis of Transfer from EEA to UK: EU Approved Standard Contractual Clauses

Twilio, Inc.	Supplier's Website: twilio.com
Supplier Address: 375 Beale Street, Suite 300 San Francisco, CA 94105, USA	
Service: Description: Twilio is responsible for the delivery of SMS texts as part of the surveying aspect of The Service.	Types of Personal Data: First name, Mobile Number
Data Location: Europe, Dublin, Ireland	Basis for Transfer outside the EEA: N/A
Basis of Transfer from UK to EEA: Permitted pursuant to the UK's adequacy decision.	Basis of Transfer from EEA to UK: EU Approved Standard Contractual Clauses

Pendo.io, Inc.	Supplier's Website: pendo.io
Supplier Address:	

Service: Description: Pendo is an analytics and customer feedback package that is used to track user behaviour within the Hive application and enable customers to submit, and be updated on, feature requests. Insights are used to improve user experience and functionality.	Types of Personal Data: IP Address, Email address
Data Location: Europe, Belgium, Netherlands, Finland and Frankfurt, Germany.	Basis for Transfer outside the EEA: N/A
Basis of Transfer from UK to EEA: Permitted pursuant to the UK's adequacy decision.	Basis of Transfer from EEA to UK: EU Approved Standard Contractual Clauses

Google LLC - G-Suite	Supplier's Website: gsuite.google.com
Supplier Address: 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States	
Service: Description: Google G-Suite provide a suite of cloud-based software applications. Specifically, we use Google Sheets (spreadsheet app) for handling and processing data.	Types of Personal Data: First name, Surname, Contact Details, Selected Demographic Information, Optional - Special Category Data.
Data Location: Europe, Dublin, Ireland, St Ghislain, Belgium, Eemshaven, Netherlands, Fredericia, Denmark, Hamina, Finland.	Basis for Transfer outside the EEA: N/A
Basis of Transfer from UK to EEA: permitted pursuant to the UK's adequacy decision.	Basis of Transfer from EEA to UK: EU Approved Standard Contractual Clauses

Panopoly Technologies Inc.	Supplier's Website: www.panopoly.io
Supplier Address: Panopoly Technologies Inc of 360 S. Kiely Blvd., Suite 250, San Jose, CA 95129, USA.	
Service: Description: Hive uses Panopoly's cloud data warehouse solution to efficiently store and recall data for reporting within the Hive platform.	Types of Personal Data: First name, Surname, Contact Details, Selected Demographic Information, Optional - Special Category Data.
Data Location: Europe, Dublin, Ireland,	Basis for Transfer outside the EEA: NA
Basis of Transfer from UK to EEA: Permitted pursuant to the UK's adequacy decision.	Basis of Transfer from EEA to UK: EU Approved Standard Contractual Clauses.

Sendgrid, Inc.	Supplier's Website: https://sendgrid.com/
Supplier Address: 1801 California Street, Suite 500, Denver, CO 80202, USA	
Service: Description: SendGrid is responsible for the delivery of emails as part of the surveying aspect of Hive	Types of Personal Data: First name, Email Address
Data Location: US	Basis for Transfer outside the EEA: EU Approved Standard Contractual Clauses (SCCs)
Basis of Transfer from UK to EEA: NA	Basis of Transfer from EEA to UK: EU Approved Standard Contractual Clauses

Google LLC -	Supplier's Website: google.com
Supplier Address: 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States	
Service: Description: Google Analytics provides insights into how the Hive application is used and navigated. G Cloud NL is a natural language processing application that allows Hive's reporting suite the ability to determine sentiment and themes. Google Translate is used to translate application content and employee feedback.	Types of Personal Data: IP Address
Data Location: US	Basis for Transfer outside the EEA: EU Approved Standard Contractual Clauses (SCCs)
Basis of Transfer from UK to EEA: NA	Basis of Transfer from EEA to UK: EU Approved Standard Contractual Clauses

Nerds With Words Ltd	Supplier's Website: www.wordnerds.ai
Supplier Address: Proto, Baltic Business Quarter, Gateshead, NE8 3DF	
Service: Description: Artificial intelligence and natural language processing software to enable thematic analysis of free text content.	Types of Personal Data: (1) in UK: first name, surname and role recorded as part of free text content, along with demographic information and optional special category data; (2) in USA: limited personal data within free text responses, such as first name, surname and job title.
Data Location: UK, USA	Basis for Transfer outside the UK/EEA: EU Approved Standard Contractual Clauses (SCCs)

Basis of Transfer from UK to EEA: NA	Basis of Transfer from EEA to UK: NA
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Optional

Pearl Scan	Supplier's Website: www.pearl-scan.co.uk
Supplier Address: 41 Carnarvon St, Manchester M3 1EZ	
Service Description: Creation of paper surveys and scanning of paper survey results	Types of Personal Data: First Name, Last Name
Data Location: United Kingdom	Basis for Transfer outside the EEA: NA
Basis of Transfer from UK to EEA: NA	Basis of Transfer from EEA to UK: NA

Tray.io, inc.	Supplier's Website: www.tray.io
Supplier Address: 25 Stillman Street, San Francisco, CA 94107	
Service Description: Using Tray.io, Hive can connect to your HRIS software in order to securely and accurately facilitate data transfer automation.	Types of Personal Data: First name, Surname, Contact Details, Selected Demographic Information, Optional - Special Category Data.
Data Location: US	Basis for Transfer outside the EEA: EU Approved Standard Contractual Clauses (SCCs)
Basis of Transfer from UK to EEA: N/A	Basis of Transfer from EEA to UK: N/A

Egress Software Technologies Limited	Supplier's Website: www.egress.com
Supplier Address: 12th Floor, White Collar Factory, 1 Old Street Yard, London, EC1Y 8AF, United Kingdom	
Service Description: Egress provides a secure file sharing environment to enable sharing and storing of sensitive content and keep sensitive information safe from unauthorised access.	Types of Personal Data: First name, Surname, Contact Details, Selected Demographic Information, Optional - Special Category Data.
Data Location: United Kingdom	Basis for Transfer outside the EEA: N/A
Basis of Transfer from UK to EEA: N/A	Basis of Transfer from EEA to UK: N/A