DATED: [ ]

Worktribe Ltd

and

Customer

WORKTRIBE
SAAS AGREEMENT

This Agreement (as defined below) is entered into by and between:

(1) Worktribe Ltd a company incorporated and registered in England and Wales with company number 04576074 whose registered office is at Engineers House, The Promenade, Clifton Down, Bristol BS8 3NB ("**Worktribe**"); and

(2) [FULL CUSTOMER NAME] incorporated and registered in [England and Wales] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the "**Customer**").

RECITALS

(A) Worktribe has developed and provides software-as-a-service ("**SaaS**") management solutions.

(B) The Customer wishes to use Worktribe's SaaS solutions in its business operations and Worktribe wishes to provide the Customer with access to such SaaS solutions. The parties shall enter into one or more Orders specifying the SaaS solutions to be provided by Worktribe.

(C) Each Order will incorporate the terms and conditions of this Agreement by reference (in accordance with Clause 2.2).

NOW THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Worktribe and the Customer agree as follows:

1. **INTERPRETATION**

The definitions and rules of interpretation in this Clause apply in this Agreement and, unless expressly provided otherwise, any Order.

1.1 Definitions:

"**Acceptable Use Policy**" means any acceptable use policy relating to any SaaS Services as published on the applicable Product(s) from time to time;

"**Agreement**" means the Clauses of this SaaS Services agreement together with its Schedules and including the User Administration Guide(s);

"**Addendum**" means any amendment to an Order agreed pursuant to Clause 21 (Change Control);

"**Authorised Site(s)**" means the Customer site identified in an Order Form in relation to which the SaaS Implementation Services are provided;

"**Authorised Users**" means the employees, agents and independent contractors of the Customer who are entitled to use the SaaS Services as identified from time to time by the Customer pursuant to Clause 3.7 of this Agreement.;

"**Business Day**" means any day which is not a Saturday, Sunday or public holiday in London;

"**Change**" means any amendment to this Agreement and/or to any Order Form;

"**Claim**" means any claim, action, proceeding or investigation of any nature or kind and includes the allegation of a claim;

"**Confidential Information**" means any and all information or data, in whatever form or storage medium, whether tangible or intangible, and whether disclosed directly or indirectly before or after this Agreement by or on behalf of the Discloser to the Recipient in writing, orally, through visual means, or by the Recipient's evaluation, observation, analysis, inspection or other study of such information, data or knowledge, which is now or at any time after the date of this Agreement, owned or controlled by the Discloser. Confidential Information shall include trade secrets, discoveries, knowhow, designs, specifications, drawings, present or future products or services (including the SaaS Services) and markets, inventions, prototypes, algorithms, software of any kind or nature, including, but not limited to the Software, object or machine codes, source codes (whether revealed in the SaaS Services or disclosed by other means), computer models and applications, developments, processes, formulae, technology, engineering, architectures, hardware configuration information, diagrams, data, computer programs, business activities and operations, customer lists, reports, studies and other technical and business information and any other information which, by its nature, would reasonably be considered to be of a confidential nature either intrinsically or due to the context and circumstances in which it was disclosed, including, for the avoidance of doubt, information concerning the parties' Customers, which is of a confidential nature;

"**Customer Data**" means any data transferred to Worktribe by the Customer for input into the SaaS Services and/or input into the SaaS Services by the Authorised Users;

"**DPA**" means the Data Protection Act 2018;

"**Data Protection Laws**" means the DPA and the GDPR all as amended, replaced or superseded from time to time in each case to the extent applicable to the services which are to be provided pursuant to this Agreement;

"**Discloser**" means a party disclosing its Confidential Information to the Recipient and in the case of the Customer may be the Customer or the Authorised Users, as applicable;

"**Effective Date**" means the date of this Agreement;

"**Fees**" means the Licence Fee, the Implementation Fee and the SaaS Annual Fee;

"GDPR" means the General Data Protection Regulation (2016/679) as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended);

"**Implementation Fee"** means the fee payable in respect of the SaaS Implementation Services Ordered from Worktribe pursuant to this Agreement, as set out in each Order Form;

Initial Term means the initial term identified in the Order Form; "**Intellectual Property Rights**" means: (a) patents, inventions, designs, copyright and related rights, database rights, knowhow and Confidential Information, trade marks (whether registered or unregistered) and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (b) all other rights of a similar nature or having an equivalent effect anywhere in the

world which currently exist or are recognised in the future; and (c) all applications, extensions and renewals in relation to any such rights;

"**IPR Claim**" means any claim or action against the Customer by any third party that the use of the SaaS Services (or any part of the SaaS Services) by the Customer in accordance with the terms of this Agreement and the relevant Orders infringes the copyright of that third party;

"Kick Off Date" means the date identified in an Order Form on which the SaaS Implementation Services are scheduled to commence;

"**Licence Fee**" means the one off fee(s) payable to Worktribe by the Customer for its access to the Product(s) Ordered [in respect of each Authorised Site], as set out in each Order Form;

"**Order**" means a separate contract for the supply of SaaS Services between Worktribe and the Customer, as further described in Clause 2 (Orders for SaaS Services);

"**Order Form**" means the order form by which Worktribe and the Customer enter into an Order substantively in the form set out in Schedule 1 (Template Order Form) and which identifies: (a) the Product(s); (b) the Licence Fees for the SaaS Services ordered; (c) the SaaS Implementation Services ordered; (d) the Implementation Fee for the SaaS Implementation Services ordered; (e) the Usage Right(s) for the SaaS Services ordered; (f) the SaaS Annual Fee; and (g) other appropriate information as Worktribe may reasonably require to fulfil the Order, and any Addendum to it;

"**Order Form Date**" means the date of each Order Form;

"**personal data**", "**personal data breach**", "**processing**", "**data controller**" and "**data processor**" shall have the meanings given to those terms in Data Protection Laws;

"**Product**" means the version of any product(s) identified in an Order Form which forms part of the SaaS Services and which the Customer is entitled to use in accordance with this Agreement together with such future versions which the Customer is entitled to use pursuant to the terms of this Agreement;

"**Recipient**" means a party receiving Confidential Information from the Discloser, as relevant;

"**Related Persons**" means Worktribe's employees, directors, officers, agents, subcontractors and licensors;

"**Renewal Term**" means the renewal term identified in the Order Form;

"**SaaS Implementation Services**" means the implementation services performed by Worktribe in accordance with this Agreement, as set out in the Order Form which shall not exceed the man hours specified therein and which shall be performed during business hours;

"**SaaS Services**" means Worktribe's services based on the Product(s) identified in an Order Form which the Customer is entitled to use in accordance with this Agreement;

"**SaaS Annual Fee**" means the fees payable to Worktribe by the Customer for use of the SaaS Services Ordered as set out in each Order Form;

"**Sales Tax**" means any applicable national, federal, state and local sales, use, value added, excise and other similar taxes, fees and surcharges that are legally or by custom borne by a purchaser of goods or services;

"**Service Level Agreement**" means the service level arrangements set out at Schedule 3 (Service Level Agreement);

"**Software**" means the software used by Worktribe and/or any sub-contractors in delivering the SaaS Services;

"**Usage Rights**" means any specified Authorised Users, permitted uses of the SaaS Services, technical storage or capacity limits relating to use of the SaaS Services and/or any other constraints on access to the SaaS Services set out or referred to in an Order Form;

"**User Administration Guide**" means the specification and user guide for the Product(s) identified in an Order Form as will be made available by Worktribe to the Customer from time to time; and;

"**Virus**" means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Clause and schedule headings shall not affect the interpretation of this Agreement or any Order.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to **writing** or **written** includes e-mail.

1.8 References to Clauses are to the Clauses of this Agreement.

1.9 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement and as amended by any subsequent statute or statutory provision.

1.10 Any phrase introduced by the expressions **including**, **includes**, **in particular** or any similar expression shall be construed as illustrative only and shall not limit the sense of the words preceding those terms.

2. ORDERS FOR SAAS SERVICES

2.1 This Agreement sets out a framework for the Customer to agree individual Orders with Worktribe under which Worktribe shall provide SaaS Services and SaaS Implementation Services.

2.2 The terms and conditions of this Agreement:

2.2.1 form an agreement between the Customer and Worktribe on matters such as the nature and management of the overall relationship between Worktribe and the Customer in respect of the provision of SaaS Services and SaaS Implementation Services; and

2.2.2 will be incorporated into individual Orders in the manner set out in Clause 2.4.

2.3 Each Order that has been agreed and executed by the Customer and Worktribe shall constitute a separate contract for the supply of the SaaS Services and SaaS Implementation Services (as applicable) between Worktribe and the Customer.

2.4 Each Order is governed by:

2.4.1 the terms and conditions of this Agreement (other than this Clause 2 and Clause 13.2 (Term, Termination and Suspension)) including its Schedules, which shall be incorporated in each Order by reference; and

2.4.2 the terms and conditions set out in the relevant Order Form,

in descending order of precedence, unless any provision of this Agreement is expressly varied in the relevant Order Form (which shall include an express reference to the specific provisions of this Agreement that the Order Form is intended to prevail over).

2.5 This Agreement shall govern all transactions between Worktribe and the Customer with respect to the SaaS Services and SaaS Implementation Services. Any terms or conditions that may be contained in any purchase order or other form (other than an agreed Order Form) used by the Customer shall be without force or effect unless expressly agreed otherwise by the parties in writing. For the avoidance of doubt, this Agreement and any Orders shall not affect any other contracts, such as software licence agreements or consultancy agreements, between Worktribe and the Customer unless expressly agreed in writing.

3. SAAS IMPLEMENTATION SERVICES, SAAS SERVICES, MAINTENANCE AND SUPPORT

SaaS Implementation Services

3.1 Worktribe shall perform the SaaS Implementation Services using reasonable skill and care.

3.2 Worktribe may charge additional fees if events beyond its control (including the Customer's acts or omissions) affect Worktribe's ability to perform or complete the SaaS Implementation Services as originally planned or if the Customer asks Worktribe to perform additional tasks.

SaaS Services

3.3 Subject to the Customer meeting its obligations under this Agreement Worktribe shall provide the Customer with access to the SaaS Services. The SaaS Services shall be provided in accordance with the specification set out in the User Administration Guide(s). Use of the SaaS Service by or on behalf of the Customer shall constitute deemed acceptance of the SaaS Implementation Services.

3.4 Worktribe may upgrade, amend or replace the version of any Product from time to time, provided that such changes apply to the majority of other users of such Product and do not materially diminish the Product's specification as measured against the User Administration Guide. The Customer confirms that Worktribe can migrate the version(s) of the Product which the Authorised Users access pursuant to this Agreement within 18 (eighteen) months of Worktribe giving it written notice of such changes.

Service Level Agreement

3.5 Subject to the Customer's compliance with its obligations under Clause 6 (Customer's Obligations), Worktribe shall substantively comply with the Service Level Agreement.

General

3.6 Whether in respect of the SaaS Implementation Services, SaaS Services or otherwise, Worktribe shall use reasonable endeavours to meet any performance dates set out in an Order or agreed between the parties, but any such dates shall be estimates only and time shall not be of the essence in this Agreement or any Order. SaaS Implementation Services shall not commence unless the Customer has issued Worktribe with a valid purchase order number for the Licence Fee, the Implementation Fee and the SaaS Annual Fee.

3.7 In relation to Authorised Users:

3.7.1 the enrolment process for Authorised Users for each SaaS Service will be specified through the applicable Product and the Customer shall promptly comply with such process as directed by Worktribe;

3.7.2 the Customer shall at all times maintain a current and up-to-date list of Authorised Users on the SaaS Service platform which will be used by Worktribe to determine and facilitate access to the SaaS Services;

3.7.3 where the Customer wishes to grant access to the SaaS Services to its individual contractors, any third party or directors, employees and individual contractors of any third party, Worktribe's express prior written consent shall be required and Worktribe may:

3.7.3.1 impose reasonable conditions on such consent including, without limitation, requiring the Customer to pay reasonable additional fees and/or requiring the third party

supplier to enter into a direct agreement with Worktribe; and

3.7.3.2 withhold consent at its absolute discretion;

3.7.4 unless using a two-factor authentication method that does not require the use of a password, the Customer shall ensure that each Authorised User keeps any password(s) for their use of the SaaS Services secure and confidential, that such password(s) are changed no less frequently than once every ninety (90) days and that each Authorised User does not share their password(s) to allow any other employees, contractors (individuals or otherwise), representatives and agents of the Customer or any other individual or third party to access the SaaS Services. The Customer also undertakes to ensure that the Authorised Users only use the SaaS Services in compliance with the Acceptable Use Policy;

3.7.5 if an Authorised User leaves the employment or engagement of the Customer or where the employment or engagement of an Authorised User is transferred such that the Customer does not intend for them to have access to the SaaS Services, the Customer shall:

3.7.5.1 disable such individual's passwords and shall not issue any new passwords to such individual; and

3.7.5.2 immediately amend the Authorised Users list referenced at Clause 3.7.2; and

3.7.6 Worktribe may audit the SaaS Services regarding the name and password for each Authorised User and, if such audit reveals that passwords have been provided to or shared with individuals who are not Authorised Users, Worktribe may, without prejudice to Worktribe's other rights, disable such passwords (or require the Customer promptly to disable such passwords) and the Customer shall not issue any new passwords to such individuals.

3.8 In relation to the SaaS Services:

3.8.1 the Customer's access to the SaaS Services shall be limited as per the Usage Rights specified in each Order;

3.8.2 Worktribe hereby grants to the Customer on and subject to the terms and conditions of this Agreement and any applicable Order(s) a non-exclusive, non-transferable licence to allow the Authorised Users to access the SaaS Services solely for the Customer's internal business purposes conducted in respect of the Authorised Sites only;

3.8.3 the Customer shall not store, distribute or transmit any Virus, or any material, information or data through the SaaS Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;

3.8.4 the Customer shall not:

3.8.4.1 attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Software or the SaaS Services except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;

3.8.4.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

3.8.4.3 access all or any part of the SaaS Services in order to build a product or service which competes with the SaaS Services;

3.8.4.4 attempt to undertake any security testing of the SaaS Services without the prior written consent of Worktribe;

3.8.4.5 unless otherwise provided in an Order Form, use the SaaS Services to provide services to third parties;

3.8.4.6 subject to Clause 19.1 (Assignment), transfer, temporarily or permanently, any of its rights under this Agreement or any Order; or

3.8.4.7 attempt to obtain, or assist third parties in obtaining, access to the SaaS Services, other than as specifically agreed pursuant to Clause 3.7.3;

3.8.5 the Customer shall prevent any unauthorised access to, or use of, the SaaS Services and shall notify Worktribe promptly of any such unauthorised access or use; and

3.8.6 Worktribe may audit the Customer's compliance with this Clause 3.8 by any lawful, technical means and the Customer shall provide all reasonable assistance and information to Worktribe necessary to establish that the SaaS Services are only being accessed and used in accordance with this Agreement and the relevant Order.

3.9 The Customer acknowledges that Worktribe may sub-contract any of its rights or obligations under this Agreement or any Order to a third party and Worktribe accepts liability for the acts and omissions of any such sub-contractors as if they were acts or omissions of Worktribe itself.

4. DATA PROTECTION

4.1 The parties agree to comply with the provisions of Schedule 4 (Data Processing).

5. WORKTRIBE'S OBLIGATIONS

5.1 Worktribe will provide the SaaS Services using reasonable skill and care, but makes no representation, and gives no warranty or undertaking, that the operation or availability of the SaaS Services will be uninterrupted or error-free.

5.2 Worktribe shall not have any responsibility to the extent that any failures in the SaaS Services are caused by the Customer's or its staff's or sub-contractor's acts or omissions, including any breach of the Acceptable Use Policy, the User

Administration Guide(s), this Agreement or any Order, use of the SaaS Services contrary to Worktribe's instructions or modification or alteration of the SaaS Services by any party other than Worktribe or the Related Persons.

5.3 The Customer acknowledges that Worktribe and/or the Related Persons may from time to time carry out routine and emergency maintenance of the SaaS Services. The Customer may be unable to access the SaaS Services during any period in which routine or emergency maintenance is being carried out.

5.4 Without limitation to Clause 14 (Force Majeure), the Customer acknowledges that Worktribe has no direct control over the availability of bandwidth over the internet and that, while Worktribe will use such endeavours as Worktribe deems appropriate to facilitate the SaaS Services, Worktribe shall not be responsible for delays caused by such unavailability.

5.5 If Worktribe fails to comply with the provisions of in Clause 5.1, Worktribe shall use its reasonable endeavours to rectify such failure as soon as reasonably practicable. Worktribe's obligations under this Clause 5.5 shall be the Customer's sole and exclusive remedy in respect of a breach of the warranty set out in Clause 5.1.

5.6 To the extent permitted by law, Worktribe disclaims all other conditions, warranties or other terms which might have effect between the parties with respect to the SaaS Services, or be implied or incorporated into this Agreement or any Orders, whether by statute, common law or otherwise, including any implied conditions, warranties, or other terms relating to satisfactory quality, fitness for any particular purpose or ability to achieve a particular result.

5.7 This Agreement and/or any Orders shall not prevent Worktribe from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this Agreement or any Orders.

6. CUSTOMER'S OBLIGATIONS

6.1 The Customer shall:

6.1.1 provide Worktribe with all necessary:

6.1.1.1 co-operation in relation to this Agreement and any Orders; and

6.1.1.2 access to such up to date information, including Customer Data, as may be required by Worktribe,

in each case in a timely manner;

6.1.2 ensure that the Authorised Users comply with any Acceptable Use Policy and User Administration Guide(s);

6.1.3 promptly inform Worktribe of any tax or other legal requirements in any jurisdiction that might prevent the Customer from paying any sum due under this Agreement or any Order (and where such a restriction exists, then the Customer shall be required to take all reasonable steps to ensure Worktribe receives the same net amounts by the due date for payment as if the restriction did not exist);

6.1.4 maintain sufficient licences to any content, software or Intellectual Property Rights licensed from third parties or from Worktribe separate to this Agreement and operated using or in conjunction with the SaaS Services;

6.1.5 maintain adequate internet connections and technical capabilities to access and use the SaaS Services, as notified by Worktribe from time to time;

6.1.6 comply with all applicable laws and regulations with respect to its activities using the SaaS Services or otherwise under this Agreement and any Orders; and

6.1.7 carry out all other Customer responsibilities set out in this Agreement or in any Order in a timely and efficient manner. If the Customer delays in providing such assistance as may be agreed by the parties, Worktribe may adjust any timetable or delivery schedule set out in this Agreement or any Order as reasonably necessary and the Customer shall reimburse Worktribe's and any Related Person's additional costs resulting from such delay.

6.2 Except as expressly and specifically provided in this Agreement or an Order, the Customer assumes sole responsibility for results obtained from the use of the SaaS Services by the Customer, and for conclusions drawn from such use. Worktribe and/or the Related Persons shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Worktribe and/or the Related Persons by the Customer in connection with the SaaS Services, or any actions taken by Worktribe and/or the Related Persons at the Customer's direction.

7. FEES AND PAYMENT

7.1 The Customer shall pay the Fees set out in each Order for the provision of the SaaS Services and SaaS Implementation Services (as applicable). The Customer agrees to issue valid purchase order numbers to Worktribe for any element of the Fees as requested by Worktribe to enable issue of invoices and payment of Fees within timescales set out in this Agreement.

7.2 Worktribe shall submit invoices to the Customer for each of the Licence Fee and the Implementation Fee on or after:

7.2.1 the Effective Date (in respect of the first Order placed); and

7.2.2 each Order Form Date (in respect of subsequent Orders placed).

The Licence Fee shall be paid in full no later than the Kick Off Date. The Implementation Fees shall be invoiced monthly in arrears during the period when Implementation Services are provided under an Order.

7.3 The SaaS Annual Fee for the first year shall be paid in full no later than an Order's Kick Off Date. The SaaS Annual Fee for each subsequent year is to be paid in full no later than the anniversary of an Order's Kick Off Date.

7.4 Notwithstanding the payment provisions in Clauses 7.2 and 7.3, the Customer shall pay all sums due to Worktribe in cleared funds (in the currency specified in the relevant Order) into the bank account nominated by Worktribe from time to time within thirty (30) days of receipt of Worktribe's invoice.

7.5 All sums due to Worktribe under or in relation to this Agreement and any Orders are exclusive of any Sales Tax which shall be charged in addition in accordance with the relevant regulations in force at the time of making the relevant taxable supply and shall be paid by the Customer in full at the same time as payment is due under the relevant invoice.

7.6 If the Customer is or may be required under any law or regulation of any governmental entity or authority, domestic or foreign, to withhold or deduct any portion of any payment due to Worktribe pursuant to this Agreement or any Order and Worktribe is unable to reclaim or recover that deduction through the exercise of reasonable efforts, then the sum payable to Worktribe will be increased by the amount necessary to yield to Worktribe an amount equal to the sum it would have received had no withholdings or deductions been made.

7.7 If the Customer fails to make payment in accordance with this Clause 7, then Worktribe shall be entitled to:

7.7.1 charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment; and/or

7.7.2 suspend the Customer's and the Authorised Users' access to the SaaS Services and/or any individual Product forming part of the SaaS Services and/or the provision of the SaaS Implementation Services until payment is made by the Customer in accordance with this Clause 7.

7.8 Except where expressly stated otherwise in this Agreement or any Order, any Fees paid in accordance with this Clause 7 shall be non-refundable in any circumstances including upon early termination of this Agreement or the relevant Order.

7.9 Without prejudice to any increases to the Fees set out in the Order, not more frequently than once in any period of 12 (twelve) months, Worktribe shall be entitled to increase future Fees (in part or whole) on 30 (thirty) days' advanced written notice, such increase not to exceed the equivalent increase in the headline rate of retail price index inflation as published by the Office for National Statistics (in total) over the previous twelve (12) months.

8. PROPRIETARY RIGHTS

8.1 The Customer acknowledges and agrees that Worktribe and/or its licensors own all Intellectual Property Rights in the SaaS Services, SaaS Implementation Services, the Software and any related services or documentation. Except as expressly stated herein, neither this Agreement nor any Order grants the Customer any rights to, or in, any Intellectual Property Rights in respect of the SaaS Services, SaaS Implementation Services, the Software or any related services or documentation.

8.2 Ownership of Intellectual Property Rights in the Customer Data shall remain with the Customer. The Customer grants Worktribe and Related Persons an irrevocable licence to process the Customer Data for the term of this Agreement to provide the SaaS Services and to meet obligations under this Agreement, under any Order and under applicable law. Worktribe shall be

permitted to undertake analytics analysis on the use and performance of its services and trends associated with the use of its Products and shall retain ownership of data arising from such analysis

9. CONFIDENTIALITY

9.1 The Recipient shall protect all Confidential Information which the Discloser provides to it (whether orally, in writing or in any other form) using the same standards as the Recipient applies to its own comparable Confidential Information but in no event less than reasonable measures. The Recipient may only use Confidential Information for the purposes of this Agreement and the relevant Orders. The Recipient may provide its directors or employees (and, in the case of Worktribe, its sub-contractors) (all "**Permitted Users**") with access to Confidential Information on a strict "need to know" basis only. The Recipient shall ensure that each of its Permitted Users are bound to hold all Confidential Information in confidence to the standard required under this Agreement and the relevant Orders.

9.2 The Recipient's confidentiality obligations will not apply to information: (i) already known to it at the time of disclosure without restrictions on disclosure; (ii) in the public domain or publicly available other than as a result of a breach of this Agreement or any Order; (iii) provided to it by a third party who is under no such obligation of confidentiality; or (iv) independently developed by it as can be evidenced by written documentation. The Recipient may disclose Confidential Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements (including, in the case of the Customer, the Freedom of Information Act 2000 ("**FOIA**")). If any court, regulatory authority or legal process requires the Recipient to disclose information covered by this confidentiality obligation, then the Recipient may make any such disclosure, provided that the Recipient will, if permitted by law, advise the Discloser promptly of any such requirement and cooperate, at the Discloser's expense, in responding to it. The parties agree that, without limitation, the following are Confidential Information and commercially sensitive information (including in the context of any FOIA request received by the Customer: Intellectual Property Rights in Worktribe's Products and belonging to Worktribe's licensors, the terms of this Agreement and the Fees).

9.3 Subject to the confidentiality provisions of this Clause 9, Worktribe may:

9.3.1 publicly identify the Customer as a customer;

9.3.2 include the Customer's name and logo on Worktribe's website without written consent; and

9.3.3 publish other promotional and marketing materials with the Customer's prior written consent.

9.4 This Clause 9 shall remain in full force and effect notwithstanding any termination of this Agreement or any Orders.

10. INDEMNITIES

10.1 The Customer shall defend, indemnify and hold harmless Worktribe and the Related Persons against any and all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's or the

Authorised Users' use of the SaaS Services in breach of this Agreement, any Order or any of Worktribe's reasonable instructions.

10.2 The Customer shall promptly notify Worktribe of any IPR Claim made or threatened against the Customer.

10.3 Subject to the provisions of Clause 10.2, this Clause 10.3 and Clauses 10.4 to 10.6, and to the provisions of Clause 12, Worktribe shall indemnify the Customer and hold the Customer harmless in respect of all damages and reasonable costs (including legal fees) and expenses arising directly from an IPR Claim which is valid and enforceable in the legal jurisdiction in which the IPR Claim is commenced provided that:

10.3.1 the Customer shall not admit any liability or agree to any settlement or compromise of an IPR Claim without the prior written consent of Worktribe;

10.3.2 Worktribe shall be entitled at any time from notification in accordance with Clause 10.2 to assume exclusive conduct of the IPR Claim (which shall include, but not be limited to, the exclusive right to conduct any proceedings or action, negotiate the settlement of the IPR Claim and to conduct all discussions and dispute resolution efforts in connection with the IPR Claim);

10.3.3 the Customer shall, at Worktribe's request, cost and expense, give Worktribe all reasonable assistance in connection with the conduct of the IPR Claim;

10.3.4 the Customer gives Worktribe prompt notice of any IPR Claim or threatened IPR Claim in accordance with Clause 10.2; and

10.3.5 the Customer takes all reasonable steps to mitigate any liabilities which are the subject of the indemnity in this Clause 10.3.

10.4 If any IPR Claim is made, or in Worktribe's reasonable opinion is likely to be made, against the Customer, Worktribe may at its option and expense:

10.4.1 obtain for the Customer the right to continue using the SaaS Services in the manner permitted under this Agreement and the relevant Orders; or

10.4.2 modify or replace the infringing part of the SaaS Services so as to avoid the infringement or alleged infringement, but in such a way that does not materially adversely affect the functionality of the SaaS Services; or

10.4.3 terminate the relevant Orders and refund Fees paid in advance by the Customer in respect of any period following such termination.

10.5 Clauses 10.3 and 10.4 shall not apply to any IPR Claim which arises from any changes, modifications, updates or enhancements made to the SaaS Services other than by Worktribe or the Related Persons.

10.6 The provisions of Clauses 10.2 to 10.5 inclusive state the entire liability of Worktribe to the Customer in connection with an IPR Claim and shall be the Customer’s sole and exclusive remedy in that regard.

11. **TUPE**

11.1 For the purposes of this Clause 11, the following definitions shall apply:

"**Customer Personnel**" means all employees, staff, contractors, consultants, agents, officers and workers of the Customer or any Incumbent Supplier;

"**Incumbent Supplier**" means a supplier engaged by the Customer to provide services to be replaced by the SaaS Services (in whole or in part) with effect from the effective date(s) of any Order; and

"**Transfer Regulations**" means with respect to the UK, the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended from time to time), with respect to the EU, the Acquired Rights Directive 2001/23/EC (or the laws of any such member country implementing the Acquired Rights Directive 2001/23/EC) and with respect to any other country, any similar or equivalent laws that may apply governing the automatic transfer of employees.

11.2 The parties agree that it is not intended that the provision of the SaaS Services and/or the SaaS Implementation Services pursuant to this Agreement and/or any Order will give rise to a relevant transfer for the purposes of the Transfer Regulations and that the Transfer Regulations shall not apply on commencement of the SaaS Services, SaaS Implementation Services, this Agreement, any Order or at any time during their continuance.

11.3 Worktribe shall have no liability for any Customer Personnel or former Customer Personnel or any other person whatsoever on the commencement of the SaaS Services, SaaS Implementation Services, this Agreement, any Order or at any time during their continuance and the Customer shall indemnify Worktribe and the Related Persons against all losses, costs, awards, liabilities, expenses, claims or demands made or brought against Worktribe or any Related Persons by any Customer Personnel or former Customer Personnel or any other person whatsoever or any claim submitted on their behalf by a trade union or employee representative or otherwise on the grounds that their employment and/or any liabilities in connection with that employment or its termination or cessation (including as a result of its termination by Worktribe or any Related Persons) have, on commencement of the SaaS Services, SaaS Implementation Services, this Agreement, any Order or at any time during their continuance, transferred from the Customer or an Incumbent Supplier to Worktribe or any Related Persons pursuant to the Transfer Regulations or otherwise.

12. **LIMITATION OF LIABILITY**

12.1 Nothing in this Agreement or any Order limits or excludes the liability of either the Customer, Worktribe and/or the Related Persons:

12.1.1 for death or personal injury caused by (as applicable) the Customer's, Worktribe's and/or the Related Persons' negligence; or

12.1.2 for fraud or fraudulent misrepresentation.

12.2 The Customer acknowledges and agrees that:

12.2.1 the Customer would be able to insure itself against business interruption and theft, loss, destruction or corruption of data or

information (and shall give due consideration to acquiring such insurance); and

12.2.2 Worktribe and/or the Related Persons would not reasonably be able to insure against the consequences across its customer base of business interruption or theft, loss, destruction or corruption of data or information.

12.3 Subject to Clause 12.1:

12.3.1 ***Consequential loss***: under no circumstances shall Worktribe and/or the Related Persons be liable under or in connection with this Agreement for any of the following types of loss or damage arising under or in relation to this Agreement and/or any Orders (whether arising for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, liability under indemnities or otherwise):

12.3.1.1 any loss of profits, loss of business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, or any loss or corruption of data or information (regardless of whether any of these types of loss or damage are direct, indirect or consequential); or

12.3.1.2 any indirect or consequential loss or damage whatsoever,

even if Worktribe or a Related Person was aware of the possibility that such loss or damage might be incurred;

12.3.2 ***Worktribe's liability***: under no circumstances shall the total aggregate liability of Worktribe and the Related Persons (taken together) arising under or in relation to each Order, including for service credits (where provided), exceed the Fees paid by the Customer in respect of that Order in the 12 months prior to the first event giving rise to such liability;

13. TERM, TERMINATION AND SUSPENSION

13.1 Each Order shall commence on their respective Order Form dates, and shall, unless terminated earlier in accordance with the terms of this Agreement, continue for the duration of the Initial Term and any Renewal Term stated on the Order Form. Each Order shall automatically renew for successive Renewal Terms at the end of its Initial Term and at the end of each Renewal Term, unless either party provides written notice of non-renewal to the other party at least sixty (60) days before expiration of the Initial Term or the applicable Renewal Term.

13.2 This Agreement shall be effective as of the Effective Date and shall continue in effect unless terminated in accordance with its terms, except that the expiry or termination of this Agreement shall not affect the validity of any Order entered into before the date of termination of this Agreement which shall, unless terminated in accordance with Clause 13.1 (Term, Termination and Suspension) or 13.3 (Term, Termination and Suspension), continue in full force and effect.

13.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement and/or any Order with immediate effect by giving written notice to the other party if:

13.3.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;

13.3.2 the other party commits a material breach of any term of this Agreement or any Order which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of forty-five (45) days after being notified in writing to do so;

13.3.3 a receiver or similar officer is appointed for the other party or its property;

13.3.4 the other party makes a general assignment for the benefit of its creditors;

13.3.5 the other party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within sixty (60) days;

13.3.6 the other party becomes insolvent or is liquidating, dissolving or ceasing business operations.

13.4 On termination of this Agreement or any Order for any reason:

13.4.1 subject to any continuing SaaS Services under any Order(s) or any express rights to retain such equipment, property, materials and other items (and all copies of them), each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party (except Worktribe may retain reasonable records of the Customer's use of the SaaS Services);

13.4.2 subject to any continuing SaaS Services under any Order(s), Worktribe may destroy or otherwise dispose of any of the Customer Data in its possession at any point [thirty (30) days] or more after termination of this Agreement or the relevant Order(s);

13.4.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement or any Order which existed at or before the date of termination shall not be affected or prejudiced; and

13.4.4 Clauses 1 (Interpretation), 2 (Orders for SaaS Services), 6.2 (Fees and Payment), 8 (Proprietary Rights), 9 (Confidentiality), 12 (Limitation of Liability), this Clause 13, and Clauses 15 to 25 and other provisions which are necessary for the interpretation or enforcement of this Agreement or any Orders shall continue in force.

13.5 Worktribe may suspend the Customer's right to access the SaaS Services or use any portion or all of the SaaS Services immediately upon notice to the Customer if it determines:

13.5.1 that the Customer's (or an Authorised User's) use of or access to the SaaS Services (i) poses a security risk to Worktribe, the SaaS Services or any third party; (ii) may adversely impact availability or performance of the SaaS Services, the Software or the systems or software of any other customer of Worktribe; (iii) may subject Worktribe or any third party to any liability; or (iv) may be fraudulent; or

13.5.2 that the Customer, or any Authorised User, is in breach of this Agreement or any Order or any other agreement by which software being used on or in conjunction with the SaaS Services is licensed.

13.6 Worktribe shall reinstate the suspended SaaS Services once it has established the cause of the suspension has been remedied or ceased to exist. A charge may be imposed to reimburse Worktribe's reasonable costs where suspension was not caused by Worktribe. Where the cause of the suspension persists for more than thirty (30) days, Worktribe may immediately terminate this Agreement and/or any or all Orders.

14. FORCE MAJEURE

Worktribe shall not be in breach of this Agreement nor any Order nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement or any Order if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Worktribe or any other party), failure of a utility service or transport or telecommunications network or the internet, epidemic or pandemic, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances Worktribe shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three months, either party may terminate this Agreement and any affected Orders by giving thirty (30) days' written notice to the other party.

15. WAIVER

A waiver of any right under this Agreement or any Order is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

16. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement or any Orders, the rights and remedies provided under this Agreement and any Orders are in addition to, and not exclusive of, any rights or remedies provided by law.

17. SEVERANCE

17.1 If any provision (or part of a provision) of this Agreement or any Order is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were modified, the provision shall apply with whatever

modification is necessary to give effect to the commercial intention of the parties.

18. ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire agreement between the parties in relation to its subject matter. It replaces and extinguishes all prior agreements, collateral warranties, collateral contracts, statements, representations and undertakings made by or on behalf of the parties, whether oral or written, in relation to that subject matter.

18.2 Each party acknowledges that in entering into this Agreement it has not relied upon any collateral warranties, collateral contracts, statements, representations or undertakings, whether oral or written, which were made by or on behalf of the other party in relation to the subject-matter of this Agreement (together "**Pre-Contractual Statements**") and which are not set out in this Agreement.

18.3 Each party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements.

18.4 Nothing in this Clause shall exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

19. ASSIGNMENT

19.1 The Customer shall not, without the prior written consent of Worktribe, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement or any Orders.

19.2 Worktribe may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement or any Orders. The Customer shall enter into any further agreements reasonably required by Worktribe to effect any of the above.

20. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement or any Order is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, appoint either party as the agent of the other party, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

21. CHANGE CONTROL

21.1 Subject to Clause 3.3, no variation of this Agreement or any Order shall be effective unless it is in writing and signed by the parties (or their authorised representatives). The parties agree that changes to existing Orders will be recorded substantively using the template addendum set out in Schedule 2 (Template Addendum).

21.2 If the Customer wishes Worktribe to proceed with any proposed variation, Worktribe has no obligation to do so unless and until the parties have agreed in writing the necessary variations to the Fees and any other relevant terms of this Agreement or any Orders to take account of the change.

22. THIRD PARTY RIGHTS

22.1 Subject to the Related Persons being entitled to rely on (i) the exclusions and limitations of liability set out in this Agreement and any Orders, and (ii) any indemnity set out in this Agreement pursuant to which the Related Persons are indemnified, in each case, as though they were Worktribe, a person who is not a party to this Agreement or an Order may not enforce any of its provisions under any legislation otherwise entitling it to do so nor bring a claim for the recovery of any losses, liabilities, expenses or costs arising out of or relating to this Agreement, an Order or the SaaS Services. The consent of any third party is not necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of this Agreement or any Order.

22.2 All claims brought by (i) the Customer under or as a result of this Agreement or (ii) by the Customer under or as a result of any Order, (whether in contract, misrepresentation (whether tortious or statutory), tort (including negligence), restitution, breach of statutory duty or otherwise) shall be brought against Worktribe only and not any Related Persons. The limitations and exclusions of liability set out in this Agreement shall apply to all such claims.

23. NOTICES

23.1 Any notice required to be given under this Agreement or any Order shall be in writing and shall be delivered by hand or sent by pre-paid post to the other party at its address set out in this Agreement or the relevant Order, or such other address as may have been notified by that party for such purposes, as set out in the relevant Order.

23.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE

24.1 This Agreement or any Order may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

24.2 The Parties agree that they may sign this Agreement or any Order electronically (using an electronic signature platform or otherwise) and that where so signed, this method and form of signature is as conclusive of their intention to be bound by the Agreement as if signed by each party's manuscript signature.

25. GOVERNING LAW AND JURISDICTION

25.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the law of England.

25.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) save that Worktribe may bring proceedings for injunctive or interim relief in any alternate jurisdiction at its sole option in the case of breach

or anticipated breach by the Customer of its or their obligations relating to confidentiality and Intellectual Property Rights as set out in this Agreement and any Orders.

25.3 Unless otherwise agreed in the relevant Order, each Order and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England. Unless otherwise agreed in the relevant Order, the parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with any Order or its subject matter or formation (including non-contractual disputes or claims).

AS WITNESS this Agreement has been signed by or on behalf of the parties by their authorised representatives on the day and year written below**.**

For and on behalf of Worktribe:

Name	
Position	
Signature	
Date	

For and on behalf of the Customer:

Name	
Position	
Signature	
Date	

Schedule 1 (Template Order Form)

This Order is entered into pursuant to the Worktribe SaaS Agreement entered into between Worktribe Ltd ("**Worktribe**") and [FULL CUSTOMER NAME] ("**Customer**") on [INSERT DATE OF AGREEMENT] (the "**SaaS Services Agreement**"), the terms of which shall apply to and shall be incorporated into this Order by reference (in accordance with Clause 2.4 of the Worktribe SaaS Agreement).

Order Form Date	
Product(s)	
Authorised Site(s)	
SaaS Implementation Services (including Kick Off Date)	**Authorised Site(s) as which SaaS Implementation Services to be provided if different from above:** **Kick Off Date**:
Usage Rights	**Authorised Users permitted:**
Initial Term	
Renewal Term	
Implementation Fee	
SaaS Setup Fee	
SaaS Annual Fee	
Terms:	

For and on behalf of Worktribe:

Name	
Position	
Signature	
Date	

For and on behalf of the Customer:

Name	
Position	
Signature	
Date	

Schedule 2 (Template Addendum)

In accordance with Clause 21.1 of the Worktribe SaaS Agreement entered into between Worktribe and Customer on [INSERT DATE OF AGREEMENT], this Addendum shall amend the Order entered into between Worktribe Ltd ("**Worktribe**") and [FULL CUSTOMER NAME] ("**Customer**") on [INSERT DATE OF ORDER] (the "**Order**").

Except as amended and supplemented as set out in the table below, the terms and conditions of the Order shall remain in full force and effect:

Renewal Term	
Product(s)	
SaaS Implementation Services (including commencement date)	
Implementation Fee	
Licence Fee	

For and on behalf of Worktribe:

Name	
Position	
Signature	
Date	

For and on behalf of the Customer:

Name	
Position	
Signature	
Date	

Schedule 3 (Service Level Agreement)

[To be inserted]

Schedule 4 (Data Processing)

1. The parties acknowledge that Customer is the data controller and that Worktribe is a data processor of personal data which forms part of the Customer Data and which Worktribe and the Related Persons process pursuant their provision of the SaaS Services ("**Customer Personal Data**").

2. The categories of data subjects and types of Customer Personal Data to be processed under this Agreement are set out in the Annex to this Schedule 4 (Data Processing) as may be updated from time to time subject to Worktribe's express prior written agreement.

3. Customer confirms that it has complied and will continue to comply with its obligations under Data Protection Laws in respect of the Customer Personal Data, including in obtaining and processing Customer Personal Data on the Products.

4. Worktribe and the Related Persons are authorised to process Customer Personal Data to provide the SaaS Services and shall:

   4.1 process Customer Personal Data only in accordance with Customer's instructions as are set out in this Agreement, the applicable Order or as provided in writing by Customer from time to time (subject to Worktribe's right to charge additional sums at its current rates should the scope of the agreed SaaS Services be exceeded). Notwithstanding the foregoing, Worktribe may process Customer Personal Data as required under applicable law;

   4.2 ensure that personnel required to access the Customer Personal Data are subject to a duty of confidentiality in respect of the same.

   4.3 implement appropriate technical and organisational measures to protect against unauthorised or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data. Should the Customer require Worktribe to apply or adapt security measures greater than those specified in Worktribe's standard security policy then Worktribe reserves the right to charge for doing so;

   4.4 at Customer's request and cost, taking into account the nature of the processing and the information available, assist Customer by implementing appropriate technical and organisational measures, insofar as this is possible, to assist with the Customer's obligation to respond to requests from Data Subjects of Customer Personal Data seeking to exercise their rights under Data Protection Laws (to the extent that the Customer Personal Data is not accessible to the Customer through the SaaS Services);

   4.5 at Customer's request and cost, taking into account the nature of processing and the information available to Worktribe, assist Customer with its obligations under Articles 32 to 36 of the GDPR including: notification of personal data breaches to the ICO; notification of personal data breaches to data subjects; carry out DPIAs where required; consult ICO where a DPIA indicates that there is a high risk that cannot be mitigated; and

4.6 upon request by Customer, delete or (at Customer's cost) return to the Customer any such Customer Personal Data after the end of the provision of the SaaS Services, unless applicable law requires longer storage of the Customer Personal Data.

5. On becoming aware of a personal data breach which affects the Customer Personal Data, Worktribe will promptly take action to investigate such breach and will notify the Customer of the same without undue delay providing ongoing information to the Customer regarding such breach as it is reasonably able to.

6. Customer agrees that Worktribe may transfer Customer Personal Data or give access to Customer Personal Data to other third party suppliers as sub-processors for the purposes of providing the SaaS Services, provided that Worktribe complies with the provisions of this Annex and ensures that sub-processors are also obliged to do so. Worktribe shall remain responsible for its sub-processor's compliance with the obligations of this Agreement. A list of sub-processors approved as at the date of this Agreement is shown at paragraph 7, below. Worktribe can at any time and without justification appoint a new sub-processor provided that Customer is given fifteen (15) days' prior notice. and Customer does not legitimately object to such changes within that timeframe.

7. Sub-processors at the date of this agreement are:

[*Insert other third-party suppliers (if any).]*

8. Worktribe shall notify Customer immediately if it considers that an instruction from Customer is in breach of Data Protection Laws, and Worktribe shall be entitled but not obliged to suspend execution of the instructions concerned, until Customer confirms such instructions in writing.

9. Worktribe will provide the Customer with information that is needed to show that the obligations of Article 28 have been met on reasonable written request of the Customer.

10. Worktribe will not process Customer Personal Data on behalf of the Customer outside of the UK or European Economic Area without the prior consent of the Customer and having put measures in place to ensure that such processing is undertaken in compliance with Data Protection Laws.

Annex

Data Protection Particulars	Details
Subject matter of Processing	The subject matter of the Processing is the Personal Data in relation to the University's employees and other specified data subjects.
Duration of Processing	Until end of contract (specific funding or legal requirements may override)
Nature of Processing	Art 6(1)(f) - Legitimate interests The nature of the Processing is the Processing of University employee's Personal Data for the purposes of providing Services to the University as the Controller of the Personal Data.
Purpose of Processing	To enable management of University Research and/or Curriculum Management activity throughout the research/curriculum life cycle. These records are essential to ensure accurate reporting, auditability, governance, transparency, consistency and centralisation of product related activities.
Type of Personal Data	Identifiable data relevant to each product, which may include: contact, contract and salary information.
Categories of Data Subject	Categories relevant to each product, which may include: employees (present and past), students, partners, funders.