

G-Cloud Precedence: These Supplier Terms apply only to the extent they do not conflict with the G-Cloud 15 Call-Off Contract. Where a conflict occurs, the Call-Off Contract terms take precedence.

Standard Terms & Conditions

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in the Contract.

"Authorised Users" means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.2.4

"Business Day" means a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business

"The People Experience Hub" means The People Experience Hub Ltd, a company incorporated in England, with company registration number 11140819 and whose registered office address is at Office 3, 138 Watling Street East, Towcester, Northants, NN12 6BT

"The People Experience Hub Commitment" has the meaning given to it in clause 5.1

"Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.4 or elsewhere in these terms and conditions. A party's Confidential Information shall not be deemed to include information that (a) is or becomes publicly known other than through any act or omission of the receiving party,

(b) was in the other party's lawful possession before the disclosure, (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure or (d) is independently developed by the receiving party, which independent development can be shown by written evidence

"Consulting" has the meaning given to it in clause 3.4

"Contract" means the Contract between The People Experience Hub and the Customer for the provision to the Customer of the Services, such Contract comprising these terms and conditions and the Client Agreement Section and excluding all other terms and conditions

"Customer" means the legal entity or person described as the Customer in the Client Agreement

"Customer Data" means the data inputted by the Customer, Authorised Users, or The People Experience Hub on the Customer's behalf into The PxHub for the purpose of using the Services or facilitating the Customer's use of the Services including any Survey questions drafted or prepared by the Customer

"Data Protection Schedule" means the Data Protection Schedule appended to these terms and conditions

"Documentation" means the document sent directly to the Customer or made available to the Customer by The People Experience Hub online via <https://pxhub.io/>, <https://app.pxhub.io>, <https://docs.pxhub.io> or such other web address notified by The People Experience Hub to the Customer from time to time which sets out a description of the Services

and the user instructions for the Services

"Effective Date" means the date of the Contract as specified in the Client Agreement

"Fees" means the fees payable by the Customer to The People Experience Hub as more particularly described in the Client Agreement

"Initial Term" means the initial term of the Contract as set out in the Client Agreement

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world

"Normal Business Hours" means 8.00 am to 5.00 pm local UK time, each Business Day

"Permitted Purpose" means the use of The PxHub for the benefit of the Services, as more particularly described in the Documentation, as part of the Customer's internal business purposes only

"Personal Data" means personal data contained in the Customer Data pursuant to the Services as defined in more detail in the "GDPR Article 28 Particulars" table in the Data Protection Schedule

"Privacy and Data Protection

Requirements" means the Data Protection Act 2018 and the General Data Protection Regulation 2016/679 ("**GDPR**") or any equivalent provision which may replace the GDPR following the formal political separation of the United Kingdom of Great Britain and Northern Ireland from the European Union, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations which may be in force from time to time relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction

"Renewal Term" means the period described in clause 12.1

"Security Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed

"Services" means the subscription services provided by The People Experience Hub to the Customer under the Contract via the URL notified to the Customer by which The People Experience Hub makes available to employers a platform to survey their employees in a range of circumstances. The

Services are more particularly described in the Documentation

"Specification" means any specification issued by The People Experience Hub to which these terms and conditions may be attached or referenced (expressly or impliedly) which, among other things, sets out the Services to be provided and the Fees payable by the Customer

"Client Agreement" means any The Agreement issued by The People Experience Hub to which these terms and conditions are attached or referenced (expressly or impliedly) which, among other things, sets out the Services to be provided and the Fees payable by the Customer

"Support Services Policy" means The People Experience Hub's policy for providing support in relation to the Services as made available on request by the Customer

"Survey" means a survey commissioned by the Customer via The PxHub and the Customer's use of the Services in accordance with the terms of the Contract

"The PxHub" means the online employee survey application provided by The People Experience Hub as part of the Services

"Survey Subject" means an employee, worker, contractor, volunteer, officer, director, or representative of the Customer who receives a Survey via The PxHub

"Term" has the meaning given in clause 12.1 (being the Initial Term together with any subsequent Renewal Terms)

"User Subscriptions" means the user subscriptions purchased by the Customer which entitle Authorised Users to access and use the Services and the Documentation in accordance with the Contract

"Virus" means anything or device (including any software, code, file or programme) which may (a) 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 (b) 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 (c) adversely affect the user experience and "Virus" shall include without limitation worms, trojans, viruses and other similar things or devices.

1.2 Clause, schedule, and paragraph headings shall not affect the interpretation of the Contract.

1.3 A person includes an individual, corporate, or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular and a reference to one gender shall include a reference to the other genders.

1.5 A reference to a statute or statutory provision is a reference to it as updated, amended, re-enacted, or replaced from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the Contract under that statute or

statutory provision.

- 1.6 References to clauses and schedules are to the clauses and schedules of the Contract; references to paragraphs are to paragraphs of the relevant schedule to the Contract.
- 1.7 If there is an inconsistency between any of the provisions in these terms and conditions and the Client Agreement, the provisions in the Client Agreement shall prevail.
- 1.8 **"Data subject", "personal data", "processing" and "appropriate technical and organisational measures"** shall bear the meanings given to those terms respectively in the Privacy and Data Protection Requirements.

2 USER SUBSCRIPTIONS

- 2.1 Subject to the restrictions set out in this clause two and the other terms and conditions of the Contract, The People Experience Hub hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Authorised Users to use the Services and the Documentation during the Term solely for the Permitted Purpose. The rights provided under this clause 2.1 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.
- 2.2 In relation to the Authorised Users, the Customer undertakes that:
- 2.2.1 the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed

a reasonable number and such reasonable number shall be determined by The People Experience Hub and the Customer during the onboarding process.

- 2.2.2 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation.
- 2.2.3 each Authorised User shall keep a secure password for his or her use of the Services and Documentation, that such password shall be changed when prompted to do so and that each Authorised User shall keep his or her password confidential.
- 2.2.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to The People Experience Hub within 5 Business Days of The People Experience Hub's written request at any time or times: and
- 2.2.5 it shall permit The People Experience Hub to audit the Customer's use of the Services in order to establish the total number of Survey Subjects uploaded to The PxHub. Such audit shall be conducted in such a manner as

	not to substantially interfere with the Customer's normal conduct of business. If any of the audits reveal that (in The People Experience Hub's reasonable opinion) the Customer is underpaying any Fees due to an increased number of Survey Subjects uploaded onto The PxHub, The People Experience Hub shall be entitled to charge additional fees proportionate to the increased number of Survey Subjects.		distribute all or any portion of The PxHub and/or Documentation (as applicable) in any form or media or by any means; and
2.3	The Customer shall use all reasonable endeavours to not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is unlawful, harmful or threatening and The People Experience Hub reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause 2.3.	2.4.1.2	attempt to de-compile, reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of The PxHub.
		2.4.2	access all or any part of the Services and Documentation in order to build a product or service which competes with The PxHub, Services and/or the Documentation.
		2.4.3	use The PxHub, Services and/or Documentation to provide services to third parties (except where expressly permitted by The People Experience Hub).
		2.4.4	subject to clause 14.8, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make The PxHub, Services and/or Documentation available to any third party except the Authorised Users (except where expressly permitted by The People Experience Hub); and
2.4	The Customer warrants, represents and undertakes that it shall not:	2.4.5	attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause two.
	2.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract.		
	2.4.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or		

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, The PxHub, Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify The People Experience Hub.

3 SERVICES

3.1 The People Experience Hub shall, during the Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of the Contract.

3.2 The People Experience Hub shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

3.2.1 planned maintenance carried out during the maintenance window of Saturday Midday to Sunday Midday and

3.2.2 unscheduled maintenance performed outside Normal Business Hours.

3.3 The People Experience Hub will, as part of the Services, provide the Customer with The People Experience Hub's standard customer support services during Normal Business Hours in accordance with The People Experience Hub's Support Services Policy in effect at the time that the Services are provided. The People Experience Hub may amend the Support Services Policy in its sole and absolute discretion from time to time.

3.4 As part of providing the Services, The

People Experience Hub may permit the Customer to consult The People Experience Hub on the content of the Surveys (for example, the content of Survey questions) whereby The People Experience Hub may provide feedback and recommendations ("**Consulting**"). Whilst The People Experience Hub shall provide such Consulting with reasonable skill and care, it shall not be responsible for the inaccuracy of any Survey results relating to Survey questions not provided or approved by The People Experience Hub.

4 CUSTOMER DATA

4.1 In relation to the first upload, The People Experience Hub shall be responsible for uploading the Customer Data onto The PxHub. Thereafter, the Customer shall be responsible for uploading the Customer Data onto The PxHub and for maintaining its accuracy (except by special arrangement).

4.2 The Customer shall own all right, title, and interest in and to all of the Customer Data.

4.3 The Customer warrants that the Customer Data shall be legal, reliable, accurate and up to date at all times. The Customer shall have sole responsibility for ensuring the legality, integrity, and quality of the Customer Data.

4.4 The Customer warrants that at all times the Customer Data and its use of The PxHub shall not in any way:

4.4.1 be unlawful, harmful, illegal, threatening, defamatory,

obscene, infringing, harassing or racially or ethnically offensive or discriminatory based on race, gender, colour, religious belief, sexual orientation, or disability.

4.4.2 facilitate illegal activity, depict sexually explicit images, promote unlawful violence; or

4.4.3 cause damage or injury to any person

and The People Experience Hub shall not in any way be liable for any breach of the warranty in this clause 4.4. The People Experience Hub reserves the right to remove any Customer Data which it believes to be in breach of the warranty in this clause 4.4.

4.5 The People Experience Hub shall follow its archiving procedures for Customer Data as agreed with the Customer or in accordance with The People Experience Hub standard archiving protocol.

4.6 If The People Experience Hub processes any personal data on the Customer's behalf when performing its obligations under the Contract, the parties record their intention that the Customer shall be the data controller and The People Experience Hub shall be a data processor and in any such case, both parties shall comply with the Data Protection Schedule.

5 THE PEOPLE EXPERIENCE HUB'S OBLIGATIONS

5.1 The People Experience Hub shall perform the Services in accordance with the Documentation and with reasonable skill and care.

5.2 The People Experience Hub Commitment shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to The People Experience Hub's instructions, or modification or alteration of the Services by any party other than The People Experience Hub or The People Experience Hub's duly authorised contractors or agents. If the Services do not conform with The People Experience Hub Commitment, The People Experience Hub will, at its reasonable expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of The People Experience Hub Commitment. Notwithstanding the foregoing, The People Experience Hub:

5.2.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free or that The PxHub, Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

5.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that The PxHub, Services and

Documentation may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

reasonably necessary.

- 5.3 The Contract shall not prevent The People Experience Hub from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing documentation, products and/or services which are similar to those provided under the Contract.

6 CUSTOMER'S OBLIGATIONS

- 6.1 The Customer shall:

- 6.1.1 provide The People Experience Hub with all necessary co-operation in relation to the Contract and all necessary access to such information as may be required by The People Experience Hub in order to provide the Services, including but not limited to Customer Data, security access information and configuration services.
- 6.1.2 comply with all applicable laws and regulations with respect to its activities under the Contract.
- 6.1.3 carry out all other Customer responsibilities set out in the Contract in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, The People Experience Hub may adjust any agreed timetable or delivery schedule as

- 6.1.4 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of the Contract and shall be responsible for any Authorised User's breach of the Contract.
- 6.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for The People Experience Hub, its contractors, and agents to perform their obligations under the Contract, including without limitation the Services.
- 6.1.6 ensure that its network and systems comply with the relevant specifications provided by The People Experience Hub from time to time; and
- 6.1.7 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to The People Experience Hub's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

judgment.

- 7.4 All amounts and fees stated or referred to in the Contract:
- 7.4.1 shall be payable in pounds sterling.
- 7.4.2 are, subject to clause 11.3.2, non-cancellable and non-refundable; and
- 7.4.3 are exclusive of value added tax, which shall be added to The People Experience Hub's invoice(s) at the appropriate rate.
- 7.5 The People Experience Hub shall be entitled to increase any fees payable under the Contract:
- 7.5.1 at the start of each Renewal Term upon 90 days' prior notice to the Customer.
- 7.5.2 whenever the scope of the Services is increased (for example, due to the Customer purchasing an additional Service module); and
- 7.5.3 in accordance with clause 2.2.5.

7 FEES

- 7.1 The Customer shall pay the Fees to The People Experience Hub in accordance with this clause seven and the Client Agreement.
- 7.2 Unless otherwise stated in the Client Agreement or Specification, the Customer shall pay all amounts stated in an invoice within 30 days of the date of the invoice.
- 7.3 If The People Experience Hub has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of The People Experience Hub:
- 7.3.1 The People Experience Hub may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and The People Experience Hub shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 7.3.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 2% over the then current base lending rate of The People Experience Hub's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Customer acknowledges and agrees that The People Experience Hub and/or its licensors own all Intellectual Property Rights in the Consulting, The PxHub, the Services and the Documentation. Except as expressly stated herein, the Contract does not grant the Customer any Intellectual Property Rights in respect of The PxHub, Services or the Documentation.

the Services, and the results of any performance tests of the Services, constitute The People Experience Hub's Confidential Information.

9 CONFIDENTIALITY

9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Contract. Subject to clause 9.3, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of the Contract.

9.2 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Contract.

9.3 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.3, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

9.4 The Customer acknowledges that details of

9.5 No party shall make, or permit any person to make, any public announcement concerning the Contract without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

9.6 The above provisions of this clause nine shall survive termination of the Contract, however arising.

10 INDEMNITY

10.1 The Customer shall defend, indemnify, and hold harmless The People Experience Hub against all direct 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 use of the Services and/or Documentation, provided that:

10.1.1 the Customer is given prompt notice of any such claim.

10.1.2 The People Experience Hub provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

10.1.3 the Customer is given sole authority

- to defend or settle the claim.
- 10.1.4 The Customers total aggregate liability in Contract (including in respect of the indemnity at clause 10.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to 125% of the total Fees paid by The People Experience Hub during the 12 months immediately preceding the date on which the claim arose.
- 10.2 The People Experience Hub shall defend the Customer, its officers, directors, and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trademark, database right or right of confidentiality, and shall indemnify the Customer for any amounts finally awarded against the Customer in judgment or settlement of such claims, provided that:
- 10.2.1 The People Experience Hub is given prompt notice of any such claim.
- 10.2.2 the Customer provides reasonable co-operation to The People Experience Hub in the defence and settlement of such claim, at The People Experience Hub's expense; and
- 10.2.3 The People Experience Hub is given sole authority to defend or settle the claim.
- 10.3 In the defence or settlement of any claim, The People Experience Hub may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Contract on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 10.4 In no event shall The People Experience Hub, its employees, agents, and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 10.4.1 a modification of the Services or Documentation by anyone other than The People Experience Hub.
- 10.4.2 the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by The People Experience Hub; or
- 10.4.3 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from The People Experience Hub or any appropriate authority.
- 10.5 The foregoing and clause 11.3.2 state the Customer's sole and exclusive rights and remedies, and The People Experience Hub's (including The People Experience Hub's employees, agents, and sub-contractors) entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of

confidentiality.

by The People Experience Hub's negligence; or

11.2.2 for fraud or fraudulent misrepresentation.

11 LIMITATION OF LIABILITY

11.1 Except as expressly and specifically provided in the Contract:

11.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer (including the Consulting), and for conclusions drawn from such use. The People Experience Hub shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to The People Experience Hub by the Customer in connection with the Services, or any actions taken by The People Experience Hub at the Customer's direction.

11.1.2 all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract; and

11.1.3 The PxHub, the Services and the Documentation are provided to the Customer on an "as is" basis.

11.2 Nothing in the Contract excludes the liability of The People Experience Hub:

11.2.1 for death or personal injury caused

11.3 Subject to clause 11.1 and clause 11.2:

11.3.1 The People Experience Hub shall not be liable whether in tort (including for negligence or breach of statutory duty), Contract, misrepresentation, restitution or otherwise for any (whether direct or indirect):

11.3.1.1 loss of profits.

11.3.1.2 loss of business.

11.3.1.3 depletion of goodwill and/or similar losses.

11.3.1.4 loss or corruption of data or information.

11.3.1.5 pure economic loss; or

11.3.1.6 special, indirect, or consequential loss, costs, damages, charges, or expenses however arising under the Contract; and

11.3.2 The People Experience Hub's total aggregate liability in Contract (including in respect of the indemnity at clause 10.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to 125% of the total Fees paid by the Customer during the 12 months

immediately preceding the date on which the claim arose.

irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.

12 TERM AND TERMINATION

12.1 The Contract shall, unless otherwise terminated as provided in this clause twelve, commence on the Effective Date and shall continue for the Initial Term, unless:

12.1.1 either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Term or any Renewal Term, in which case the Contract shall terminate upon the expiry of the applicable Initial Term or Renewal Term: or

12.1.2 otherwise terminated in accordance with the provisions of the Contract.

and the Initial Term together with any subsequent Renewal Terms shall constitute the **"Term"**.

12.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

12.2.1 the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

12.2.2 the other party commits a material breach of any other term of the Contract which breach is

12.2.3 an order is made, or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party.

12.2.4 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);

12.2.5 a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets.

12.2.6	the other party makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way.				the delivery to the Customer of the then most recent back-up of the Customer Data. The People Experience Hub shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by The People Experience Hub in returning or disposing of Customer Data; and
12.2.7	the other party ceases, or threatens to cease, to trade; or				
12.2.8	the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.				
12.3	On termination of the Contract for any reason:				
12.3.1	all rights and licences granted under the Contract shall immediately terminate and the Customer shall immediately cease all use of The PxHub, Services and/or the Documentation.				
12.3.2	each party shall return and make no further use of any equipment, property, Documentation, and other items (and all copies of them) belonging to the other party.			12.3.4	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 which existed at or before the date of termination shall not be affected or prejudiced.
12.3.3	subject to the Data Protection Schedule, The People Experience Hub may destroy or otherwise dispose of any of the Customer Data in its possession unless The People Experience Hub receives, no later than 10 days after the effective date of the termination of the Contract, a written request for				
13 FORCE MAJEURE					
13.1	The People Experience Hub shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the				

workforce of The People Experience Hub or any other party), failure of a utility service or transport or telecommunications network, 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, provided that the Customer is notified of such an event and its expected duration.

- 13.2 The above will only apply for the first 30 days from the commencement date shown in the Client Agreement.

14 GENERAL

- 14.1 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 14.2 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

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

- 14.4 If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

- 14.5 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

- 14.6 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

- 14.7 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

- 14.8 The Customer shall not, without the prior written consent of The People Experience Hub, assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under the Contract. The People Experience Hub 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 the Contract.

- 14.9 Nothing in the Contract is intended to or shall operate to create a partnership

between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 14.10 The Contract does not confer any rights on any person or party (other than the parties to the Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

15 NOTICES

- 15.1 Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Contract, or such other address as may have been notified by that party for such purposes.
- 15.2 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.

16 GOVERNING LAW AND JURISDICTION

- 16.1 The Contract and any dispute or claim

DATA PROTECTION SCHEDULE

with the Privacy and Data Protection Requirements.

1 DATA PROCESSING

- 1.1 This Schedule shall only apply if The People Experience Hub is a data processor of any Personal Data for the purposes of the GDPR.
- 1.2 The People Experience Hub shall process the Personal Data in compliance with the Customer's documented instructions from time to time unless The People Experience Hub are required to do otherwise by law in which case The People Experience Hub shall inform the Customer about that legal requirement before processing, unless The People Experience Hub is prohibited by law to do so on grounds of public interest.
- 1.3 The parties agree that the subject matter, duration, nature and purpose of processing, the type of Personal Data and the categories of data subject are set out in the GDPR Article 28 Particulars below.
- 1.4 The Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer in accordance with the Privacy and Data Protection Requirements.
- 1.5 The Customer warrants that any uploading of Personal Data onto The PxHub shall be carried out in accordance

2 AUDIT

- 2.1 The People Experience Hub shall keep at its normal place of business records relating to the processing of the Personal Data as far as it is necessary to demonstrate compliance with The People Experience Hub's obligations under the Data Protection Schedule ("**Records**").
- 2.2 The People Experience Hub shall permit the Customer, on reasonable notice, to gain access to and take copies of the Records at its premises and inspect those Records provided that:
 - 2.2.1 such Records shall only be made available to the extent the same is necessary for The People Experience Hub to discharge its obligations pursuant to the GDPR (and, in particular, Article 28(3)(h) of the GDPR).
 - 2.2.2 the Customer shall use the Records for no other purpose except the purpose of auditing The People Experience Hub's compliance with its obligations under the Data Protection Schedule only.
 - 2.2.3 the Customer shall carry out such inspection as soon as possible after the Records have

been made available to the Customer and then return copies of the same to The People Experience Hub as soon as possible after completion of such inspection; and

- 2.2.4 the Customer shall exercise its rights under this clause two with as little disturbance to The People Experience Hub's business operations as possible.

3 THE PEOPLE EXPERIENCE HUB PROCESSING OBLIGATIONS

- 3.1 If The People Experience Hub becomes aware of a Security Breach, then it shall, without undue delay and in any event 48 hours, notify the Customer of the same.

- 3.2 For the purposes of Article 28 of the GDPR (*Processor*) The People Experience Hub agrees that:

- 3.2.1 it shall not engage another processor unless in accordance with clause seven.

- 3.2.2 all persons authorised to process the Personal Data have entered into a binding contractual agreement with The People Experience Hub to ensure that the Personal Data remains confidential at all times or are under an appropriate statutory obligation of confidentiality in respect of the Personal Data.

- 3.2.3 The People Experience Hub shall, taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, in so far as this is possible, for the fulfilment of its obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR provided that any costs incurred in relation to such assistance shall be borne exclusively by the Customer;

- 3.2.4 The People Experience Hub shall assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 (*Security of processing*) to Article 36 (*Prior consultation*) of the GDPR taking into account the nature of processing and the information available to The People Experience Hub and provided that any costs incurred in relation to such assistance shall be borne exclusively by the Customer; and

- 3.2.5 at the Customer's option, The People Experience Hub shall delete or return all of the Personal Data to the Customer after the end of the Term and shall delete existing copies

unless any provision of the Privacy and Data Protection Requirements requires storage by The People Experience Hub of the Personal Data.

6.1.2 as soon as reasonably practicable return or destroy (as directed in writing by the Customer) all Personal Data, provided to The People Experience Hub by the Customer (or a person on the Customer's behalf) in connection with the Contract.

4 CROSS-BORDER TRANSFERS OF PERSONAL DATA

4.1 Data will not be transferred outside of the EEA

5 WARRANTIES

5.1 Without prejudice to clause 3, The People Experience Hub warrants that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, The People Experience Hub will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

6 EFFECT OF TERMINATION

6.1 On termination of the Contract for any reason, or expiry of the Term, The People Experience Hub shall:

6.1.1 unless notified otherwise by the Customer or required by law, as soon as reasonably practicable cease all processing of the Personal Data; and

7 SUB-PROCESSING

7.1 The Customer gives to The People Experience Hub general authorisation to engage The People Experience Hub's existing sub-processors as at the Effective Date to process the Personal Data on The People Experience Hub behalf.

7.2 The People Experience Hub shall not engage any additional processor (or change its existing sub-processors) without the Customer's prior authorisation and without acting in accordance with the provisions of this clause seven.

7.3 The People Experience Hub will notify the Customer of the identity of any proposed new sub-processor following which the Customer shall either approve or reject the appointment of such sub-contractor (and any such approval shall not be unreasonably withheld).

16.1.1 If the Customer rejects such appointment under clause 7.3, or The People Experience Hub does

not receive a response from the Customer within 5 Business Days of The People Experience Hub's notice under clause 7.3, The People Experience Hub shall not sub-contract any of its obligations under the Data Protection Schedule to such proposed sub-processor and The People Experience Hub reserves the right to terminate the Contract on written notice. If the Customer approves the appointment of such sub-processor under that clause, then before such appointment takes effect, The People Experience Hub shall enter into and maintain for the duration of such appointment a written agreement with such sub-processor on terms that are similar to those set out in this Data Protection Schedule.

GDPR ARTICLE 28 PARTICULARS

ITEM	DESCRIPTION
Subject Matter	The Services.
Duration	The Term.
Nature and purpose of processing	In relation to the first upload, The People Experience Hub shall be responsible for uploading the CustomerData (including data relating to Survey Subjects) onto The PxHub. Thereafter, the Customer shall be responsible for providing the Customer Data onto The PxHub and for maintaining its accuracy. The Customer will then use The PxHub to generateSurveys to circulate to its Survey Subjects. ThePxHub generates the responses and provides certainanalytical data depending on the responses from Survey Subjects and allows the Customer to understand the demographic of the Survey Subject population. The People Experience Hub hosts the Customer Data in its data centres in the UK.
Type of data	Employee data including, but not limited to, gender,start date, date of birth, role, performance rating and work location.
Categories of data subjects	The Customer's Survey Subjects.