

CULTURE SHIFT

TERMS AND CONDITIONS – REPORT & SUPPORT

TERMS AND CONDITIONS BETWEEN:

- (1) **CULTURESHIFT COMMUNICATIONS LIMITED** incorporated and registered in England and Wales with company number 11168431 whose registered office is at 4th Floor 86 Princess Street, Manchester, England, M1 6NG (the **"Supplier"**);
- (2) the entity on behalf of which the Order Form is signed (the **"Customer"**);

which are collectively referred to as the **"Parties"** or individually referred to as a **"Party"**.

BACKGROUND:

- (1) The Supplier has developed an online system for the reporting of harassment and bullying in an organisation and which supports the victims of the same, which it makes available for organisations to implement under the name 'Report & Support' (the **"Platform Services"**, as more fully defined below). Further, the Supplier has developed a complimentary training programme as part of a 'Training Academy' (the **"Training Services"**, as more fully defined below).
- (2) The Parties have agreed that the Supplier shall provide the Customer with the Services (as such term is defined below) on the terms and conditions set out in this Agreement.

IT IS AGREED:

1. Interpretation

The definitions and rules of interpretation in this clause apply in this Agreement.

Additional Service Charges	the charges for the provision of any Additional Services in accordance with the rate specified in the Order Form;
Additional Services	any support services in addition to the Services that are agreed in accordance with clause 23.3;
Agreement	the Order Form and these terms and conditions;
Applicable Law	in the Relevant Jurisdiction any and all applicable laws, regulations and industry standards or guidance (including any applicable British Standard) and any applicable and binding judgment of a relevant court of law;
Business Day	any day which is not a Saturday or Sunday or a bank holiday in the United Kingdom;
Charges	the Subscription Fees and Additional Service Charges;
Compatible Browser	has the meaning given at paragraph 1.1(a)(iv) of the Functional Specification;
Compatible System	IT systems comprising (at a minimum) the most recent version of a Compatible Browser run on a device with (i) an operating system compatible with, and (ii) internet connectivity and processing capacity sufficient for, reasonable performance of the relevant Compatible Browser;

Confidential Information	all information whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the Parties), where the information: (a) is identified as confidential at the time of disclosure; (b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure; and/or (c) relates to the Software or any Intellectual Property Rights in or related to the Software, or the terms of this Agreement;
Customer User Content	any articles or other content uploaded by Customer Users on to the Customer's instance of the Platform Services, or posts uploaded to the same made by Customer Users;
Customer Dependencies	any responsibilities for the provision of information, software (including any third party licences), hardware, Customer User Content, access to personnel or premises, or any other assistance set out in or otherwise reasonably necessary for achievement of the Functional Specification;
Customer Brand	any Intellectual Property Rights associated with the Customer's brand and used in connection with the Platform Services in accordance with clause 2.2(b);
Customer Systems	all relevant information technology systems and platforms owned or used by the Customer from time to time;
Customer Users	those individuals employed by the Customer, nominated by the Customer to use the Platform Services pursuant to the Purpose, including: (a) Systems Administrators: those individuals nominated by the Customer to have administrator level access to the Platform Services; (b) System Advisors: those individuals nominated by the Customer to have advisor level access to the Platform Services, in support of Front Line Users; and (c) Content Managers: those individuals nominated by the Customer to have editorial level access to limited parts of the Platform Services, upload Customer User Content, each as further particularized in the Functional Specification;
Enhanced Benchmarking	means the provision by the Supplier of functionality to benchmark certain trends in posts, reports or other content uploaded to the Platform Services in relation to the Purpose, across the Opted User Base;
Expenses	has the meaning set out in clause 4.4(a);
FOIA	means: (a) the Freedom of Information Act 2000, any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation; and (b) any equivalent legislation or rules applicable in the Relevant Jurisdiction in relation to which the Customer and the Supplier is obliged to comply in relation to the provision of the Services;

Force Majeure Event	any event arising which is beyond the reasonable control of the affected Party (including any industrial dispute affecting any third party, governmental regulations, fire, flood, denial of service or other cyber-attacks, telecommunications failure, disaster, pandemic or restrictions imposed by a competent authority in relation to the same, civil riot or war);
Front Line Users	those members and/or personnel permitted by the Customer to access and report through the Customer's instance of the Platform Services, other than Customer Users;
Front Line User Content	any posts, reports or other content uploaded to the Customer's instance of the Platform Services by a Front Line User;
Functional Specification	means the specification set out in Schedule 1;
Go-Live Date	the date specified as the "go-live date" in the Order Form;
Good Industry Practice	the degree of skill, care, diligence, prudence, timeliness, efficiency and foresight and standard of quality provided by a skilled, experienced and professionally managed provider of services which are identical or similar to the services being provided by the Supplier to the Customer under this Agreement;
Inappropriate Content	has the meaning set out at clause 6.3;
Initial Subscription Term	the initial subscription term as set out in the Order Form;
Intellectual Property Rights	all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trademarks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off;
Launch Date	the date of last signature to the Order Form;
NCSC Guidance	guidance on good practice in relation to maintaining the and security of passwords, as published by the National Cyber Security Centre, the UK's independent authority on cyber security;
Opted User Base	means the other Users of the Platform Services who have opted into the Enhanced Benchmarking
Order Form	the order form that incorporates these terms and conditions which has been signed by the Customer and the Supplier;
Platform Services	the provision of the online Supplier Content and functionality of the Site as more specifically described in Part A of the Functional Specification;
Purpose	enabling Front Line Users to report abuse, assault, bullying, harassment, and/or other forms of threatening behaviour to the Customer, and to seek support from the Customer Users in respect of these;
Relevant Jurisdiction	means the jurisdiction in which the Services are being provided which shall be England and/or Wales and other jurisdictions which are explicitly stated in the Order Form;
Request for Information	means a request for information under FOIA;

Service Level Agreement	the service level agreement set out on the Supplier's website, as amended from time to time, the current version of which is at: https://docs.culture-shift.co.uk/it/sla/ ;
Services	the provision of the Platform Services and/or the Training Services, as specified in the Order Form;
Site	the website referenced in the Order Form, through which the Platform Services are accessed;
Software	any software comprised in, or used in the supply of, the Platform Services, and any updates or improvements to the same;
Subscription Fees	the subscription fees payable by the Customer to the Supplier for the provision of the Platform Services as set out in the Order Form;
Supplier Content	any content hosted on the Site or Platform Services other than the User Content;
Terms of Use	the Customer's terms on which Users may use the Platform Services, which shall as a minimum comply with clauses 6.2(e) and 6.2(f);
Third Party Costs	has the meaning set out at clause 4.4(b);
Training Services	the training services provided by the Supplier as more specifically described in Part B of the Functional Specification;
User	any individual accessing the Customer's instance of the Platform Services including the Front Line Users and the Customer Users;
User Content	the Customer User Content and Front Line User Content together; and

- 1.1 Clause and schedule headings do not affect the interpretation of this Agreement.
- 1.2 References to clauses and schedules are (unless otherwise provided) references to the clauses and schedules of this Agreement.
- 1.3 In the event and to the extent only of any conflict between the clauses and the schedules, the clauses shall prevail. In the event and to the extent only of any conflict between these terms and conditions and the Order Form, the Order Form shall prevail.
- 1.4 Words in the singular include the plural and in the plural include the singular.
- 1.5 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 References to **including** and **include(s)** shall be deemed to mean respectively including without limitation and include(s) without limitation.
- 1.7 References to **content** include any kind of text, information, images, or audio or video material which can be incorporated in a website for access by an end user of that website.

2. Scope of Appointment

- 2.1 In consideration of the payment of the Charges, the Supplier shall provide the Services in accordance with the terms of this Agreement.
- 2.2 Subject to the Customer adhering to clause 2.3 the Supplier shall (if the Customer purchases Platform Services, as indicated on the Order Form):
 - (a) supply the Platform Services on the terms of this Agreement;
 - (b) implement the Customer's instance of the Platform Services to identify the Customer and incorporate such elements of the Customer's organisational branding as the Customer reasonably directs; and

- (c) use its reasonable endeavours to make the Platform Services available with effect from the Go-Live Date and in accordance with the Functional Specification.

2.3 The Customer shall perform the Customer Dependencies in accordance with Schedule 1 and the Order Form.

2.4 This Agreement shall not prevent the Supplier 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 this Agreement.

3. Licence and Licence Terms

3.1 In consideration of the Charges paid by the Customer to the Supplier in respect of the Platform Services, and subject to the terms of this Agreement, the Supplier grants to the Customer a non-exclusive, non-transferable licence to permit Users to use the Platform Services for the duration of this Agreement and for the Purpose only.

4. Charges and payment

4.1 Unless otherwise expressly agreed in the Order Form, the Supplier shall invoice all Subscription Fees and Additional Service Charges in advance.

4.2 The Supplier shall invoice the Customer monthly in arrears for Expenses and Third Party Costs.

4.3 The Customer shall pay the Charges in full, without any set-off, counterclaim, withholding or deduction within thirty (30) days of receipt of the invoice from the Supplier. All Charges are exclusive of VAT which is payable by the Customer in addition.

4.4 The Customer shall reimburse the Supplier for the following expenses and costs which are excluded from the Charges:

- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the Supplier Personnel in connection with the Services ("Expenses"); and
- (b) the cost to the Supplier of any materials or services procured by the Supplier from third parties for the provision of the Services ("Third Party Costs").

4.5 If the Customer (acting reasonably and in good faith) disputes any invoice, it shall notify the Supplier of that fact in writing within ten (10) days of receipt of invoice. Invoices that are not disputed in this way are deemed correct and properly due and payable. Following any such notice, the Customer shall pay any undisputed sum in accordance with clause 4.3 and the Parties shall promptly meet in good faith to resolve the dispute.

4.6 Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier any sum due under this Agreement by the due date:

- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this 4.6(a) will accrue each day at 4% a year above the Bank of England's base rate from time to time; and
- (b) the Supplier may suspend all or part of the Services until payment has been made in full.

4.7 The Supplier shall be entitled to increase the Charges once per calendar year following the Launch Date, upon thirty (30) days' prior notice to the Customer and the Charges shall be deemed to have been amended accordingly.

4.8 The Customer acknowledges and agrees that the Charges are non-refundable. Where the Charges relate to Training Services, the Supplier will consider in good faith a reasonable request by the Customer to rearrange the provision of Training Services to a mutually convenient time provided that the Customer shall give the Supplier as much notice of such request as reasonably possible in the circumstances (and in any event, at least 7 days' notice prior to the then scheduled date for provision of the Training Services).

5. Supplier obligations

5.1 The Supplier warrants that:

- (a) it has full power and authority to enter into and perform this Agreement;
- (b) it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement;
- (c) it will not knowingly do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purpose of conducting its business; and

- (d) it shall respond to any complaints received from the Customer (whether received orally or in writing) in a prompt, courteous and efficient manner.

5.2 The Supplier shall perform the Services:

- (a) with reasonable skill and care;
- (b) in accordance with Good Industry Practice; and
- (c) through appropriately skilled, experienced and qualified personnel.

5.3 If the Customer purchases Platform Services (as indicated on the Order Form), the Supplier shall use its reasonable endeavours to make the Platform Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance which has been communicated to the Customer in advance;
- (b) unscheduled maintenance, provided that the Supplier has used its reasonable endeavours to give the Customer advance notice; or
- (c) any Force Majeure Event.

5.4 The provisions at clause 5.3 shall not apply to the extent that any non-conformance arises from:

- (a) use of the Platform Services contrary to the Supplier's instructions;
- (b) any breach of clauses 6.2(a) to 6.2(d)(inclusive); or
- (c) modification or alteration of the Platform Services by any Party other than the Supplier or the Supplier's duly authorised contractors or agents.

5.5 The Customer agrees that its sole and exclusive remedies for any breach of the Supplier's obligations (howsoever arising, including out of, or in connection with, a breach of contract or tort (including negligence) breach of statutory duty or otherwise) resulting in non-conformity of the Platform Services with clause 5.3 are those set out in the Service Level Agreement.

5.6 Notwithstanding the foregoing, the Supplier:

- (a) does not warrant that use of the Platform Services by any User will be uninterrupted or error-free, or that the Platform Services or Supplier Content will meet the Customer's requirements; and
- (b) 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 not under the control of the Supplier (including the Customer Systems and the internet) and the Customer acknowledges that the Platform Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.7 The Supplier shall use reasonable endeavours to provide the maintenance and support services in accordance with the Service Level Agreement.

6. Customer obligations

6.1 The Customer warrants that:

- (a) it has full power and authority to enter into and perform this Agreement; and
- (b) it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

6.2 The Customer shall:

- (a) co-operate with the Supplier in its performance of the Services;
- (b) do all things reasonably required by the Supplier in order to allow the Supplier to perform the Services in accordance with this Agreement;
- (c) if the Customer purchases Platform Services (as indicated on the Order Form):

- (i) ensure that all System Administrators ensure that their passwords for use of the Platform Services are kept strictly confidential, and materially comply with NCSC Guidance and only exercise their administrative rights in line with the Supplier's reasonable instructions;
- (ii) procure that the Customer Systems are Compatible Systems and are available and properly functioning at all material times for the purpose of the testing and delivery of the Platform Services;
- (iii) instruct each User that use of the Platform Services is subject to compliance with the Terms of Use; and
- (iv) include within the Terms of Use effective prohibitions on Users taking any action or making any omission in using the Platform Services that may put the Customer in breach of this Agreement (a "**User-triggered Breach**"), and procure that no User-triggered Breach occurs.
- (v) be responsible for ensuring the accuracy and completeness of any Customer User Content.

6.3 The Customer shall, and shall procure that each Customer User shall, when uploading Customer User Content to the Platform Services:

- (a) ensure that it does not access, store, distribute, introduce or transmit ("**Facilitate**") any viruses during the course of its use of the Platform Services or the Site; and
- (b) subject to clause 6.4, use all reasonable endeavours (including having adequate policies and procedures in place) not to Facilitate any material during the course of its use of the Platform Services or the Site that:
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (ii) could pose a security risk to either the Customer or any User;
 - (iii) facilitates illegal activity;
 - (iv) depicts sexually explicit images;
 - (v) promotes unlawful violence;
 - (vi) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (vii) is otherwise illegal or causes damage or injury to any person or property

(all together being "**Inappropriate Content**"),

and the Supplier reserves the right, without liability or prejudice to its other rights or remedies under this Agreement to disable the Customer's access to any material that the Supplier considers breaches the provisions of this clause (or if necessary, require the Customer to suspend the Platform Services whilst the Inappropriate Content is removed).

6.4 Without prejudice to clause 9.3, the Parties acknowledge that the Customer shall not be in breach of clause 6.3(b) to the extent that reference is made to Inappropriate Content by a Front Line User pursuant to the Purpose.

6.5 The Customer shall not and shall procure that Users shall not:

- (a) (save to the minimum extent (if any) permitted under sections 50A and 50B of the Copyright Designs and Patents Act 1988) reverse engineer, decompile, copy, adapt or modify any Software;
- (b) make any copies of the Functional Specification;
- (c) copy or imitate the look or feel of the Site or any Services;
- (d) infringe any of the Supplier's Intellectual Property Rights; and

- (e) except as may be allowed by any Applicable Law to the extent that such Applicable Law is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this Agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Site, Platform Services or the Supplier Content (as applicable) in any form or media or by any other means; or
 - (ii) attempt to decompile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform Services; or
 - (iii) access all or any part of the Software, Platform Services, Site or the Supplier Content in order to build a product or service which competes with the Platform Services or the Supplier Content; or
- (f) use the Software, Platform Services or the Supplier Content to provide services to third parties (other than, for the avoidance of doubt, Front Line Users); or
- (g) subject to clause 3, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform Services or the Supplier Content available to any third party except the Users; or
- (h) attempt to obtain, or assist third parties in obtaining, access to the Platform Services or the Supplier Content, other than as permitted under clause 3.

6.6 The Customer shall indemnify the Supplier against all claims, losses, costs, expenses and liabilities arising from any breach by the Users of clause 6.5.

6.7 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform Services or the Supplier Content and, in the event of any such unauthorised access or use, shall promptly notify the Supplier of the same providing such reasonable details as are available.

7. Limitation of remedies and liability

7.1 Nothing in this Agreement shall operate to exclude or limit either Party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud, fraudulent representation;
- (c) any other liability which cannot be excluded or limited under Applicable Law; or
- (d) breach of clause 6.5 or clause 14.

7.2 Neither Party shall be liable to the other for any loss of (i) profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity (whether a direct or indirect result of the circumstances relating to the applicable claim), or (ii) for any indirect or consequential loss or damage.

7.3 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer.

7.4 Each Party agrees that all terms implied to give business efficacy to this Agreement or implied by Applicable Law including the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, or through custom, usage or course of dealing, are excluded to the fullest extent permitted by law.

7.5 Subject to clauses 7.1, 7.2, and 7.3, the Supplier's aggregate liability in connection with this Agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall not exceed:

- (a) under the indemnity it gives in clause 8, 150% in aggregate of the Charges paid under this Agreement;
- (b) under clause 10 and Schedule 2, 200% in aggregate of the Charges paid under this Agreement; and
- (c) for all and any other loss or damage whatsoever, 100% in aggregate of the Charges paid under this Agreement,

provided that if multiple heads of claim apply, the Supplier's total liability shall not in aggregate exceed 200% of the Charges paid under this Agreement.

7.6 During the term of the Agreement and for a period of two (2) years thereafter, the Supplier shall at its own cost maintain in force, with a reputable insurance company, a policy or policies of insurance providing an adequate level of cover (including professional indemnity insurance, products liability insurance and public liability insurance) to cover such liability as may arise under or in connection with the Agreement, and shall, on request of the Customer, produce the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

7.7 Each Party acknowledges that:

- (a) except as expressly and specifically provided in this Agreement, the Customer assumes sole responsibility for the use of the Platform Services, and the User Content. The Supplier shall have no liability for any damage caused by errors or omissions in any information contained in the User Content, or for any actions taken by the Supplier at the Customer's direction; and
- (b) the Customer is wholly responsible for the Customer's interpretation and use of the Front Line User Content and for all and any processes and procedures for support, investigation, resolution or otherwise in respect of the same.

7.8 The provisions of this clause 7 shall survive the termination of this Agreement, however arising.

8. Intellectual property rights

8.1 Save for the licence as provided in clause 3, nothing in this Agreement shall operate to transfer any right, title or ownership in or to any Intellectual Property Rights from one Party to the other, or to any third party. For the avoidance of doubt, as between the Parties, the Supplier shall own all Intellectual Property Rights in the Supplier Content and any materials created, provided or made available by the Supplier in connection with the Training Services.

8.2 The Supplier:

- (a) warrants that use by the Customer of the Platform Services as permitted in clause 3 shall not infringe the Intellectual Property Rights of any third party; and
- (b) shall indemnify the Customer against all claims, losses, costs, expenses and liabilities arising from any claim that its use of the Platform Services in accordance with clause 3 infringes the Intellectual Property Rights of any third party provided always that the Customer:
 - (i) gives prompt written notice of the claim to the Supplier, specifying the nature of the claim in reasonable detail;
 - (ii) does not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Supplier;
 - (iii) gives the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the claim; and
 - (iv) gives the Supplier sole authority to avoid, dispute, compromise or defend the claim.

8.3 The Customer acknowledges that, pursuant to the Purpose, it will be necessary for the Supplier to make limited use of the Customer User Content and the Customer Brand. The Customer therefore:

- (a) grants, and shall as applicable procure the grant of, a non-exclusive, royalty-free licence to the Supplier to use:
 - (i) all Customer User Content provided to the Supplier;
 - (ii) the Customer Brand; and
 - (iii) any interface with all relevant Customer Systems;(together with all Intellectual Property Rights in the same) in connection with the provision of the Services;
- (b) warrants that such use by the Supplier of such Intellectual Property Rights shall not infringe the Intellectual Property Rights of any third party; and

- (c) shall indemnify and keep the Supplier indemnified against all claims, losses, costs, expenses and liabilities arising from any claim that such use infringes the Intellectual Property Rights of any third party provided always that the Supplier:
- (i) gives prompt written notice of the claim to the Customer, specifying the nature of the claim in reasonable detail;
 - (ii) does not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Customer;
 - (iii) gives the Customer and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Supplier, so as to enable the Customer and its professional advisers to examine them and to take copies (at the Customer's expense) for the purpose of assessing the claim; and
 - (iv) gives the Customer sole authority to avoid, dispute, compromise or defend the claim.

9. Site content (applicable to Platform Services only)

- 9.1 Other than in respect of maintenance, fixes and improvements to the Site, and subject to clause 9.2 below, the Supplier shall not make any changes to, or include any materials on, the Site which have not been approved in writing by the Customer (such approval not to be unreasonably withheld or delayed).
- 9.2 The Customer acknowledges that the Supplier has no control over any User Content placed on the Site, and does not purport to monitor the User Content on the Site. Without prejudice to the foregoing, the Supplier reserves the right to remove content from the Site where it reasonably suspects such content is Inappropriate Content. Each Party shall notify the other if it becomes aware of any allegation that content on the Site may be Inappropriate Content.
- 9.3 The Customer shall indemnify the Supplier against all damages, losses, and expenses arising in connection with any action or claim (i) that the User Content posted to, or linked to, the Site constitutes Inappropriate Content.
- 9.4 The Supplier is entitled to include the statement "***Licensed by Culture Shift***" on each page of the Site in a form to be agreed between the Parties (acting reasonably).

10. Data protection

- 10.1 In Processing Personal Data (as defined in schedule 2) pursuant to this Agreement, the Customer and the Supplier shall each comply with their respective obligations as set out in schedule 2 (Data Protection Compliance) to this Agreement.
- 10.2 Notwithstanding clause 10.1, the Customer acknowledges that, pursuant to the Enhanced Benchmarking, the Supplier will extract, organise, and share with the Opted User Base, aggregated and anonymised data extracted from the Front Line User Content.

11. Term and termination

- 11.1 This Agreement shall commence on the Launch Date and, unless otherwise terminated as provided in this clause 11, shall continue for the Initial Subscription Term, on expiry of which this Agreement shall renew for successive periods each of one calendar year (each a "**Renewal Period**"), provided that either Party shall be permitted to terminate this Agreement on expiry of the Initial Subscription Term or each Renewal Period by giving written notice to the other Party no less than 30 days before expiry of the Initial Subscription Term or the then current Renewal Period (as applicable).
- 11.2 Either Party may terminate this Agreement without liability immediately at any time by written notice to the other Party if:
- (a) the other Party commits any material breach of its obligations under this Agreement which:
 - (i) if remediable is not remedied within thirty (30) days after the service of written notice specifying the breach and requiring it to be remedied; or
 - (ii) is not remediable; or
 - (b) subject to Applicable Law, that other Party:

- (iii) ceases to trade (either in whole, or as to any part or division involved in the performance of this Agreement); or
- (iv) is declared or becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that Party; or
- (v) that other Party has been subject to a Force Majeure Event for a continuous period of more than three (3) calendar months.

11.3 On expiry or termination of this Agreement:

- (a) all licences granted to the Customer under this Agreement shall terminate immediately;
- (b) all provisions of this Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect; and
- (c) the Supplier shall, on reasonable request, delete or return (by way of extraction by the Customer in accordance with clause 11.4 below) all Personal Data to the Customer.

11.4 Following termination or expiry of this Agreement, the Supplier will retain Personal Data within User Content only until the later of (i) the expiry of the period required in the Customer's retention policy, as notified to and agreed by the Supplier, or (ii) the day 30 days following expiry or termination of this Agreement (the "**Retention Period**"). The Supplier shall notify the Customer of the retention period, and it shall be the responsibility of the Customer to extract any User Content required by the Customer or a Data Subject from the Customer's instance of the Platform Services prior to the expiry of the Retention Period. The Customer shall be responsible for the Supplier's reasonable costs incurred in undertaking any assistance to the Customer pursuant to this clause 11.4, such costs to be charged at the Supplier's standard rate(s).

12. Force majeure

Neither Party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by a Force Majeure Event, provided that each Party shall use all reasonable endeavours to cure any such events or circumstances and resume performance under this Agreement. If the Force Majeure Event continues, the Parties shall discuss a way to alleviate its effects or agree upon alternative arrangements as may be fair and reasonable in the circumstances.

13. Confidential information

13.1 Each Party shall at all times during the term of this Agreement and afterwards keep the other's Confidential Information confidential and shall not divulge the same to any third party except for the purposes of this Agreement or use it itself for any other purpose without the prior written consent of the other Party.

13.2 The provisions of this clause 13 shall not apply to any Confidential Information that the receiving Party can show:

- (a) is in or enters the public domain other than as a result of a breach of this Agreement;
- (b) is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto;
- (c) is required to be disclosed under operation of law, by court order or by any regulatory body (including any relevant securities exchange) of competent jurisdiction (but then only to the extent and for the purpose required);
- (d) is approved for disclosure in writing; or
- (e) was developed independently of and without reference to confidential information disclosed by the other Party.

provided that a particular disclosed or discovered use, combination, analysis, form or collection of information will not be in the public domain simply because it could be recreated using information in the public domain.

13.3 Each Party shall give the other as much notice of any disclosure required under clause 13.2(c) as is reasonably practicable and lawful in the circumstances (if any) and shall provide the other with reasonable assistance in avoiding or limiting the required disclosure.

13.4 Each Party shall be entitled to divulge the other Party's Confidential Information to its employees, agents, directors, officers, authorised subcontractors, professional advisors and consultants who have a need to know the

same in connection with this Agreement provided that the receiving Party shall ensure that such persons are aware of and, shall procure that such persons comply with, these obligations as to confidentiality.

13.5 Without prejudice to any other rights or remedies that a Party may have, each Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of this clause 13 by the other Party. Accordingly, either Party shall be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this clause 13.

13.6 This provisions of this clause 13 shall survive the termination of this Agreement, however arising.

14. Legal Compliance

14.1 Both Parties shall:

(a) comply with all Applicable Laws including in relation to:

- (i) equality, anti-discrimination and protection from unfair treatment, including the Equality Act 2010;
- (ii) anti-bribery and anti-corruption, including the Bribery Act 2010;
- (iii) slavery, servitude and human trafficking, including the Modern Slavery Act 2015; and
- (iv) anti-facilitation of tax evasion, including the Criminal Finances Act 2017,

(together the “**Relevant Requirements**”);

- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) comply with such ethics, anti-bribery and anti-corruption policies of the other Party as are provided from time to time;
- (d) have and shall maintain in place throughout the term of this Agreement its own policies and procedures as required by Applicable Laws, including adequate procedures under the Bribery Act 2010 and reasonable prevention procedures under the Criminal Finances Act 2017, to ensure compliance with the Relevant Requirements and 14.1 (b) 14.1(c), and will enforce them where appropriate; and
- (e) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by them in connection with the performance of this Agreement.

14.2 The Supplier shall ensure that any person associated with the Supplier who is providing Services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 14.

14.3 For the purposes of this clause 14, the meaning of adequate procedures and whether a person is an associated person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act, and section 8 of that Act respectively. For the purposes of this clause 14 a person associated with the Supplier includes any subcontractor of the Supplier.

15. Anti-slavery

15.1 In performing its obligations under this Contract, the Supplier shall and (if applicable) shall ensure that each of its subcontractors (if any) shall comply with the Modern Slavery Act 2015.

15.2 The Supplier represents and warrants that:

- (a) it conducts its business in a manner that is consistent with the Modern Slavery Act 2015;
- (b) neither the Supplier nor any of its officers, employees or other persons associated with it:
 - (i) has been convicted of any offence involving slavery and human trafficking; and
 - (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

15.3 The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

15.4 If the Customer permits the Supplier to subcontract its obligations, the Supplier shall implement an appropriate system of due diligence, audit and training designed to ensure compliance with the Modern Slavery Act 2015.

15.5 The Supplier shall notify the Customer as soon as it becomes aware of:

- (a) any breach, or potential breach, of the Modern Slavery Act 2015; or
- (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

16. Freedom of information

16.1 The Supplier acknowledges that the Customer may be subject to the requirements of FOIA and shall assist and co-operate with the Customer (at the Customer's expense) to enable the Customer to comply with these information disclosure requirements.

16.2 The Supplier shall:

- (a) transfer any Request for Information to the Customer as soon as reasonably practicable after receipt and in any event within three (3) working days of receiving a Request for Information;
- (b) provide the Customer with a copy of all information in its possession or power, in the form that the Customer reasonably requires within five (5) working days of the Customer requesting that information; and
- (c) provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to a Request for Information within the time for compliance set out in FOIA.

16.3 The Customer shall be responsible for determining at its absolute discretion whether any information:

- (a) is exempt from disclosure in accordance with the provisions of FOIA; and
- (b) is to be disclosed in response to a request to a Request for Information, and

without prejudice to the above, the Customer shall seek wherever possible to consult the Supplier before making any such disclosure.

16.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Customer.

16.5 The Supplier acknowledges that the Customer may be obliged under FOIA to disclose information following consultation with the Supplier and having taken its view into account.

16.6 Supplier and Customer may agree, following execution of this Agreement, a detailed list of information to be provided under it and the exemptions that apply where appropriate through a separate non-disclosure agreement in a format agreed by the Parties.

17. Notices

Any notice, claim or demand required to be served under or in connection with this Agreement is to be provided in writing and will be deemed sufficiently given or served if delivered by hand or by first class post to the relevant Party at the address specified within the Agreement (where such notice is given to the Supplier it must be addressed to the finance director). Such notice will be treated as having been received if delivered by hand, on the day of delivery if delivered on a Business Day between 9:00 a.m. and 5:30 p.m. (or the following Business Day if delivered outside these business hours) or on the second Business Day following delivery by first class post.

18. Publicity

18.1 Subject to clause 18.2, neither Party shall make any media releases relating to this Agreement or its subject matter without the other Party's prior written consent.

18.2 The Customer agrees that the Supplier may name the Customer as a customer of the Supplier, including on the Supplier's own website, social media, and other promotional or marketing material, and that the Supplier may make reasonable use of the Customer Brand for such purposes.

19. Assignment and subcontracting

19.1 Subject to clause 19.2, neither Party may assign, novate or otherwise transfer the Agreement or any of its rights or obligations thereunder without first having received the written approval of the other Party (not to be unreasonably withheld or delayed).

19.2 The Supplier may, having given prior written notice to the Customer:

- (a) assign its rights under this Agreement to any person to which the Supplier transfers its business; or
- (b) require the Customer to enter into a novation of this Agreement to any person to which the Customer transfers its business or that part of its business to which this Agreement relates.

19.3 Subject to paragraph 5.2 of schedule 2, the Supplier shall not other than to Authorised Sub-contractors subcontract this Agreement or any part thereof without having first obtained the written permission of the Customer. The Supplier shall not change subcontractor without obtaining prior written consent from the Customer.

19.4 The Supplier shall be responsible to the acts, defaults and omissions of its subcontractors, whether approval has been given to their appointment under this clause or not, as if they were his own.

20. Entire agreement

20.1 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreements between the Parties relating to the same subject matter.

20.2 Each of the Parties acknowledges that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a Party or not) other than as expressly set out in this Agreement. Nothing in this clause will operate to limit or exclude any liability for fraud.

21. Third party rights

21.1 Except as set out above, nothing in this Agreement shall confer any right or benefit upon any person who is not a party to it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

21.2 The Parties shall not require the consent of any third party in order to vary the terms of this Agreement or to rescind this Agreement.

22. Relationship

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Supplier and the Customer, constitute either Party the agent of the other Party or authorise either Party to make or enter into any commitments for or on behalf of the other Party.

23. Changes and waiver

23.1 The following items may be changed and supplemented by agreement in writing (including electronically, for example by email) of the Parties at any time:

- (a) the Customer requirements; and
- (b) the Functional Specification.

23.2 Except as provided above, no variation to this Agreement by the Customer will be valid unless in writing signed by both Parties. The Supplier may vary this Agreement from time to time upon no less than thirty (30) days' written notice to the Customer (the "**Notice Period**"). If the Customer reasonably considers that such change is materially detrimental to it, the Customer may terminate the Agreement and such termination shall be effective on expiry of the Notice Period.

23.3 The Supplier may agree to provide Additional Services, from time to time, subject to the payment of any Additional Services Charges in accordance with clause 4.1.

23.4 A waiver of any right under this Agreement is only effective if it is in writing, and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

23.5 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

24. Severance

- 24.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 24.2 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.

25. Escalation

If the Parties are unable to reach agreement on any issue concerning this Agreement within fourteen (14) days after one Party has notified the other Party of that issue, they shall refer the matter to an appropriate senior representative in an attempt to resolve the issue within fourteen (14) days after the referral. Any Party may bring proceedings in accordance with clause 26 if the matter has not been resolved within that fourteen (14) day period and any Party may apply to the court for an injunction, whether or not the issue has been escalated under this clause.

26. Governing law

- 26.1 This Agreement, and any dispute or claim 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 English law.
- 26.2 Each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1

Functional Specification

Part A – Platform Services

1. Functional Specification

1.1 Front Line Users

(a) Overall Website

- (i) Each web page is branded materially according to Customer branding guidelines, and using the Customer Brand.
- (ii) Each web page has a standardised navigation.
- (iii) Each web page meets web accessibility guidelines.
- (iv) Website can be viewed and used by the following Internet browsers (each a "**Compatible Browser**"):
 - (A) Edge (latest version only);
 - (B) Firefox on Windows and macOS (latest version only);
 - (C) Google Chrome on Windows, macOS and Android (latest version only); and
 - (D) Safari on iOS and macOS (latest version only).
- (v) All pages are secured (via https).

(b) Homepage

- (i) Homepage provides a link to the support section.
- (ii) Homepage provides a link to the report section.

(c) Submitting a Report

- (i) Any person with access to the reporting site can submit an anonymous report by filling out a series of questions.
- (ii) Questions contain single choice buttons, multiple choice boxes and free text comments.
- (iii) A link to the Customer privacy notice is made available to the user before the report submission stage.

1.2 Customer Users

(a) Log in

- (i) The system provides different levels of access;
 - (A) System Administrators;
 - (B) System Advisors;
 - (C) Content Managers.
- (ii) Log in page is for users to log in securely.

(b) Case Administration

- (i) When a report is submitted nominated system administrators receive notification emails.
 - (ii) System administrators can create case outcomes.
- (c) User Administration
 - (i) The system provides multiple types of back end user permissions which can be assigned by a system administrator.
- (d) System Advisors
 - (i) System advisors once logged in will see a list of assigned cases.
 - (ii) System advisors have the ability to select the status, outcome and enter case notes.
- (e) Looking at Reports (case)
 - (i) The system has the capability to order submitted reports (case).
 - (ii) Different statuses can be assigned to each report (case).
 - (iii) Different outcomes can be assigned to each report (case).
- (f) Assigning reports (cases)
 - (i) Cases can be assigned by a system administrator to a system advisor.
 - (ii) An email will be sent to the system advisor to notify a case has been assigned.
- (g) Downloading summary data reports
 - (i) Data can be downloaded from the system as a password protected Excel file.
- (h) Content Management
 - (i) Written articles can be created.
 - (ii) Images can be uploaded.
 - (iii) Support Articles, Campaigns and Footer Information can be published by system administration and content managers.
- (i) Ongoing web services
 - (i) Hosting.
 - (ii) Live environment.

1.3 **Implementation Plan** The Parties shall cooperate to achieve the following objectives sequentially up to and including the Launch Date:

- (a) **Phase 1:** Project Initiation Call with the Supplier / Customer key project stakeholders;
- (b) **Phase 2:** Customer/Supplier to confirm and set up access preference (SSO or 2FA) and configure hosting;
- (c) **Phase 3:** Supply brand assets, sign off report questions, and complete Site content;
- (d) **Phase 4:** Customer to complete front-end customisation with guidance from the Supplier;
- (e) **Phase 5:** Customer to define internal reporting triaging and case management processes;
- (f) **Phase 6:** Supplier configure hosting and deployment; and
- (g) **Phase 7:** Testing and Go-Live.

2. Additional Customer Dependencies

- (a) Provision to the Supplier by the Customer in advance of the Launch Date of the:
 - (i) Customer's Data Privacy notice, which shall accord with the requirements of paragraph 2.3(b) of schedule 2 of the Agreement; and
 - (ii) the Terms of Use.
- (b) Customer to procure that all Customer Systems used pursuant to the Functional Specification will be Compatible Systems.

3. Implementation and Acceptance Testing of Platform Services

- 3.1 Prior to the Go-Live Date the Supplier shall test the Platform Services to ensure compliance with the Functional Specification and then hand the same over to the Customer to perform its own tests to determine whether the Platform Services are accepted ("**Acceptance Tests**") (the "**Handover**").
- 3.2 The Customer shall conduct its own Acceptance Tests during the period detailed in the Functional Specification and notify all issues identified to the Supplier (providing sufficient detail to enable the Supplier to reproduce the issue).
- 3.3 The Platform Services shall be deemed to have achieved acceptance by the Customer on the earlier to occur of the following dates ("**Accepted**"):
 - a) the date on which the Customer completes its relevant Acceptance Tests, where those tests do not reveal any issues and the Platform Services have met the relevant acceptance criteria;
 - b) the date on which the Customer first makes the Platform Services available to Front Line Users; or
 - c) the date falling seven (7) days after the Handover where, prior to such date, the Customer has not informed the Supplier of the existence of any material issues.

4 Enhanced Benchmarking

The Supplier shall perform the Enhanced Benchmarking, and make the Enhanced Benchmarking available to the Customer so that the Customer may benchmark certain trends related to the Purpose in the Frontline User Content.

Part B - Training Services

Training Academy

1. Overview

The Supplier delivers a comprehensive range of culture transformation training courses designed to support both individual professional development and broader organisational growth. Training may be delivered in various formats to accommodate diverse Customer needs and accessibility preferences.

2. Scope of Services

The Training Services include, but are not limited to, the following:

- **Training Topics:** Responding to reports, understanding and preventing sexual harassment. Taking an anti-oppressive approach to the prevention of and response to bullying, harassment and sexual misconduct. Compliance training for the Worker Protection Action and the Office for Students E6 regulation.
- **Delivery Modes:**
 - **In-Person Training:** Instructor-led sessions delivered at Customer sites or designated venues.
 - **Online Training:** Live, virtual sessions delivered via video conferencing platforms.
 - **E-Learning:** Pre-recorded or interactive self-paced modules.

3. Target Audience

Training Services are intended for:

- Individuals seeking professional development in the prevention of and response to unacceptable behaviours.
- Organisations aiming to enhance internal EDI policies, culture, and practices across teams and leadership structures.

4. Learning Objectives

Upon completion of the training, participants should be able to:

- Understand foundational and complex concepts.
- Apply inclusive, empowering and trauma-informed practices within their professional roles.
- Identify and address barriers to reporting and resolution in the work or study

5. Customisation and Flexibility

Where applicable, training content may be tailored to meet specific Customer needs, industry requirements, or organisational contexts. Customisation must be agreed upon in advance during the contracting phase and may be chargeable.

6. Accessibility and Inclusivity

All training services aim to be inclusive and accessible. Reasonable accommodations will be made to support participants with disabilities or specific learning needs, subject to prior notification and mutual agreement.

7. Materials and Resources

Participants may receive:

- Digital or printed training materials.
- Access to post-training resources or follow-up support.
- Certificates of completion (where applicable).

8. Quality Assurance

The Supplier commits to delivering high-quality training facilitated by qualified and experienced instructors. Feedback mechanisms will be available to continuously improve the training experience.

9. Limitations

The Supplier does not guarantee any specific outcomes or organisational changes as a result of the Training Services. The effectiveness of the training received as part of the Training Services may depend on various factors which are outside of the control of the Supplier including participant engagement and the organisation's commitment to ongoing culture change.

SCHEDULE 2

Data Compliance (Controller to Processor)

1. Definitions

For the purpose of this Schedule 2 the following definitions apply:

"Applicable Laws"	in England any and all applicable laws, regulations and industry standards or guidance (including any applicable British Standard) and any applicable and binding judgment of a relevant court of law;
"Authorised Sub-Processors"	means those Sub-Processors set out in Appendix 2 of this schedule (Authorised Sub-Processors);
"Controller"	has the meaning given in GDPR;
"Customer Personal Data"	the personal data specified as such in Appendix 1 of this schedule;
"Data Processing Services"	all the services undertaken by the Supplier on behalf of the Customer which involve the Processing of Customer Personal Data under the Agreement;
"Data Protection Directive"	Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
"Data Protection Laws"	the Data Protection Act 2018, , the UK GDPR, GDPR and any relevant law implemented as a result of GDPR and E Privacy Law;
"Data Subject"	has the meaning given in GDPR;
"E Privacy Law"	Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC and any relevant law implementing or superseding Directive 2002/58/EC including the Privacy and Electronic Communication (EC Directive) Regulations 2003 and any superseding law;
"GDPR"	Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
"Personal Data"	has the meaning given in GDPR;
"Personal Data Breach"	has the meaning given in GDPR;
"Portable Copy"	a copy of Personal Data in a structured, commonly used and machine-readable format;
"Privacy Notice"	the information notice required to be supplied to Data Subjects under Data Protection Laws detailing the relevant Processing and provided at a time, in a form and at all times containing content, which is compliant with the requirements of Data Protection Law and relevant guidance issued by the Article 29 Working Party/European Data Protection Board and/or the Information Commissioner's Office;
"Processing"	has the meaning given in GDPR and "Process" and "Processed" have corresponding meanings;
"Processor"	has the meaning given in GDPR;
"Sub-Processors"	means any Processor appointed by the Supplier to Process Customer Personal Data;
"Supervisory Authority"	has the meaning given in GDPR; and
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. Data Protection

General

- 2.1 The Parties acknowledge and agree that for the purposes of this Agreement the Customer is the Controller and the Supplier is a Processor in respect of all Customer Personal Data Processed pursuant to this Agreement.
- 2.2 The Customer and Supplier shall comply with its obligations under Data Protection Laws in respect of all Personal Data Processed pursuant to this Agreement.
- 2.3 The Customer warrants and represents that:
- (a) it has all necessary consents in place in order in respect of all Personal Data Processed pursuant to this Agreement;
 - (b) all Personal Data which it transmits to the Supplier is transmitted in accordance with Applicable Laws; and
 - (c) it has and shall maintain throughout the term of this Agreement all appropriate, lawful grounds and bases to use such Personal Data in accordance with this Agreement, including ensuring the provision of appropriate Privacy Notices to any relevant Data Subjects covering the Processing of such Personal Data by the Supplier pursuant to this Agreement.
- 2.4 The Supplier shall only Process Personal Data for the purpose of performing the Data Processing Services on reasonable documented instructions that the Customer may give to the Supplier from time to time concerning such Processing. The Customer shall ensure that any such instructions comply with all Applicable Laws. The Supplier shall notify the Customer if, in the Supplier's opinion, any instruction given by or on behalf of the Customer breaches Data Protection Laws and may refuse to comply with any such instruction.
- 2.5 Notwithstanding any provision to the contrary within this paragraph 2, the Supplier may take any steps that the Supplier (acting reasonably and in good faith) determines are necessary in order for it to comply with Data Protection Laws. This shall include the Supplier having the right to notify any relevant Supervisory Authority of any circumstance that has arisen in relation to the Processing of Personal Data under this Agreement to the extent that the Supplier (acting reasonably and in good faith) believes that this is necessary in order to comply with Data Protection Laws.

3. Security

The Supplier shall maintain appropriate technical and organisational security measures in accordance with Article 32 of UK GDPR.

4. Record-Keeping & Audits

- 4.1 The Supplier shall at any time upon request, and in any event upon termination or expiry of this Agreement, (unless the Customer agrees otherwise in writing in each case) delete or deliver up all Personal Data Processed pursuant to this Agreement.
- 4.2 Following such deletion or delivering up and in the event of termination or expiry of this Agreement the Supplier shall promptly and securely delete or destroy all such Personal Data except for any Personal Data:
- (a) which is necessary to enable the Supplier to comply with any continuing obligations that the Supplier may have following termination or expiry of this Agreement; or
 - (b) which Data Protection Laws require to be stored and or further processed.
- 4.3 Each Party shall provide the other with such information as such other Party reasonably requests from time to time to enable such other Party to satisfy itself that the Party providing the information is complying with its obligations under this paragraph 4.
- 4.3 Each Party may, at its own expense, inspect the other Party's compliance with this paragraph 4. Due to the confidential and proprietary nature of the Supplier's operations and to protect the integrity and

security of its operations and the shared nature of systems which may be used to provide the Services under this Agreement, the Supplier reserves the right to reasonably limit the scope of such audits or inspections, and require that such inspections:

- (a) must be preceded by advance written request of no less than 30 Business Days prior to the anticipated start date and may occur no more than once in any twelve (12) month period;
- (b) must take place at a time mutually agreed by the Supplier and the Customer;
- (c) if to be conducted by a third party, the third party must be:
 - (i) approved in writing by the Supplier and the Customer (such approval not to be unreasonably withheld or delayed);
 - (ii) subject to appropriate confidentiality and non-disclosure provisions; and
- (d) must not unreasonably disrupt the Supplier's normal business or IT operations.

5. Data Transfers

- 5.1 The Supplier shall not transfer any Customer Personal Data outside the UK and EEA without the prior written approval of the Customer, and where such approval is provided, the Supplier shall take such further actions as the Customer shall reasonably direct (including entering into Standard Contractual Clauses, an International Data Transfer Agreement ("IDTA") and/or an international data transfer addendum to the European Commission's standard contractual clauses for international data transfers ("Addendum"), where relevant) to ensure that the transfer is subject to adequate safeguarding measures.
- 5.2 The Customer acknowledges and agrees that the Supplier shall be entitled to use sub-processors to Process Personal Data on the Supplier's behalf. As at the Launch Date, the Customer authorises the Supplier to engage the Authorised Sub-Processors to Process the Customer Personal Data as set out in Appendix 2 of this schedule. If the Supplier wishes to appoint additional or replacement sub-processors during the term of this Agreement, it shall inform the Customer of such proposed appointment in advance and give the Customer the opportunity to object to the appointment. The Supplier shall take into account any objections communicated to the Supplier by the Customer when deciding whether to make the appointment, but the Supplier shall not be bound by such objections.
- 5.3 The Supplier shall procure that any sub-processors who have access to Personal Data in connection with this Agreement shall be subject to binding contractual obligations which are substantially similar to the terms of this paragraph 5 and the Supplier shall be liable for all acts and omissions of such sub-processors in relation to the Processing of such Personal Data.

6. Data Subject Rights

- 6.1 The Supplier shall, to the extent reasonably practicable, provide the Customer at the Customer's expense with such assistance as the Customer reasonably requests in order to comply with its obligations and fulfil Data Subjects' rights under Data Protection Laws, including:
 - (a) responding to requests or queries from Data Subjects in respect of their Personal Data (including the provision of Portable Copies);
 - (b) cooperating with a legal action in connection with the Personal Data or an investigation in connection with the Personal Data by a regulatory body; or
 - (c) restoring access to and/or otherwise safeguarding the Personal Data,

within any reasonable timescales agreed with the Customer. For the avoidance of doubt, the Supplier shall not respond to any Data Subject Request unless the Customer expressly directs the Supplier to do so in writing.

7. Personal Data Breach Notification

The Supplier shall notify the Customer without undue delay if the Supplier becomes aware of a Personal Data Breach affecting Customer Personal Data.

8. Costs

The Customer may at the sole discretion and request of the Supplier be required to reimburse the Supplier for costs that the Supplier incurs in complying with paragraph 6 and 7.

9. Miscellaneous

- 9.1 The Supplier shall at the Customer's expense provide reasonable assistance, as requested by the Customer from time to time, in undertaking any data protection impact assessments and/or consultation with a Supervisory Authority that the Customer may reasonably undertake pursuant to Article 35 and/or 36 (as applicable) of UK GDPR.
- 9.2 The Supplier shall ensure that its personnel, to the extent that they are involved in the Processing of Personal Data in connection with this Agreement, shall be subject to appropriate binding obligations to protect the confidentiality of such Customer Personal Data.
- 9.3 The Supplier's obligations under this paragraph 9 exclude any Personal Data relating to its personnel engaged in the performance of the Supplier's obligations under this Agreement generated by the Supplier solely for the purposes of its internal human resources procedures and records.

10. Indemnity

The Customer shall indemnify the Supplier against all liabilities, costs, claims, expenses, damages and losses suffered or incurred by the Supplier as a result of complying with the Customer's instructions in relation to Personal Data and/or any breach by the Customer of any Data Protection Laws.

APPENDIX 1

The Data Processing Services

1. The subject-matter and duration of the processing

- 1.1. The Parties have entered into the Agreement pursuant to the Purpose.
- 1.2. In relation to the Data Processing Services carried out by the Supplier, the Supplier will collect Personal Data through an online reporting platform and/or directly from the Supplier.
- 1.3. Supplier shall store the Personal Data for the duration of the Data Processing Services. Following expiration or termination of the Agreement the system data will be deleted and hard copies will be shredded.
- 1.4. Subject to clause 11.4, each Party will be responsible for ensuring that Personal Data is retained only for such time as is necessary in line with their own retention policy. Each Party will only keep Personal Data received from the other Party for a period of 6 years after the later of (as applicable):
 - (a) the date on which the report was made;
 - (b) the conclusion of any investigation and subsequent disciplinary action by the Customer; or
 - (c) criminal investigation and prosecution.

2. The nature and purpose of the processing

- 2.1. The Data Processing operation consists of the Supplier providing the Customer the Platform Services. In the course of this arrangement, Personal Data will be shared for the Purpose (as defined in the Agreement) and to enable each Party to comply with its obligations under Data Protection Laws.
- 2.2. To enable victims and witnesses of abuse/assault to report the crime and to enable them to receive advice/support
- 2.3. The data sharing will allow the Customer to monitor assault and abuse across their organisation and provide support to such victims.
- 2.4. The data sharing will also benefit society by increasing awareness of abuse and assault and produce ways of tackling this issue.
- 2.5. As a result, the Supplier and the Customer consider the data sharing to be proportionate.

3. The type of personal data

- 3.1. The following categories of Personal Data will be collected and shared between the Supplier and the Customer:
 - (a) name;
 - (b) email address;
 - (c) telephone number; and
 - (d) ID number (including Student ID, employee reference number etc, where applicable)..
- 3.2. The following special categories of Special Category data could be collected and shared between the Supplier and the Customer:
 - (a) race;
 - (b) ethnic origin;
 - (c) politics;
 - (d) religion;
 - (e) union membership;

- (f) health;
- (g) sex life; and
- (h) sexual orientation.

- 3.3. Where a User uses a free text box at the point of reporting, additional personal and/or special category data could be provided by another person. In the event that a member of the Customer's organisation is named and/or identifiable in any way within the report, the Customer shall seek to take appropriate action, and it is the Customer's responsibility to ensure that the data subject is informed.
- 3.4. Where open data fields are used by personnel of the Customer, additional personal and/or special category data could be provided by another person and inputted by the case worker. In the event that a member of the Customer's organisation is named and/or identifiable in any way within the report, the Customer shall seek to take appropriate action, and it is the Customer's responsibility to ensure that the data subject is informed.

4. The categories of data subjects

- 4.1. Students of the Customer (where the Customer is an academic institution);
- 4.2. Members of Customer Staff (where the Customer is a company);
- 4.3. Staff contracted or subcontracted to a Customer;
- 4.4. Any person using Customer spaces or spaces facilitated or owned by the Customer; and
- 4.5. Any person coming into contact with one of the above data subject categories.

5. The lawful basis for processing data

- 5.1. Under Article 6 of UK GDPR the processing is necessary for the purposes of (i) on the part of the Supplier, performance of this Agreement, and (ii), on the part of the Customer, such purpose notified by the Customer to the Supplier, or otherwise the legitimate interests pursued by the Customer, except where such interests are overridden by the interests, rights or freedoms of the data subject.
- 5.2. Under Article 9 of UK GDPR the processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Applicable Law or a collective agreement pursuant to Applicable Law providing for appropriate safeguards for the fundamental rights and the interests of the data subject. Specifically that Supplier processes special category data on behalf of the Customer for the purposes of (i) carrying out the obligations and exercising specific rights of the Customer or of the data subject in order to provide appropriate safeguards for the fundamental rights of and uphold a duty of care to the data subject and third parties or (ii) for any other basis as may be permitted by Article 9 of the UK GDPR and as may be notified to the Supplier by the Customer and third parties.

APPENDIX 2

Authorised Sub-Processors

- (1) **AMAZON KUIPER UK LIMITED** incorporated and registered in England and Wales with company number **08650665** whose registered office is at 1 Principal Place, Worship Street, London, EC2A 2FA;
- (2) **MIXPANEL UK LIMITED** incorporated and registered in England and Wales with company number 11379955 whose registered office is at Pinewood Business Park Coleshill Road, Marston Green, Birmingham, England, B37 7HG; and
- (3) **FUNCTIONAL SOFTWARE INC** trading as **SENTRY** incorporated in the State of California whose registered office is at 132 Hawthorne Street San Francisco, CA 94107 United States. **Data is only shared with their EU data centre in Frankfurt, Germany.**