



SOFTWARE AS A SERVICE AGREEMENT

for

XXX



This Order is made on this day the _____ of _____ 2025
between

Quest Agency Limited

And

XXX

1. INTRODUCTION

1.1 This is an Order for the provision of the Inpulse Survey software as outlined herein.

This Order is between:

Quest Agency Limited a company incorporated in England whose registered office is at 15 West Common Grove, Harpenden, Hertfordshire AL5 2LL, and whose company registration number is 5308465 ("**Quest**"); and

XXX, a company incorporated in England whose registered office is located at XXX, and whose company registration number is XXX ("**You/XXX**")

1.2 Quest hereby agrees to grant a licence to use Inpulse and provide the following Services subject to the attached terms and conditions (the "**Terms**") and as further detailed in this Order and the attached Appendices (the "**Agreement**").

1.3 The "**Agreement**" is made up of and incorporates (a) this Order, (b) the Terms and (c) the Appendices, each as may be amended or updated in accordance with the terms of this Agreement from time to time.

1.4 The definitions and rules of interpretation in the Terms are incorporated into this Order.

2. DURATION

The Agreement shall commence on XXX 2025 (the "**Effective Date**") and continue for thirty-six (36) months (the "**Initial Term**") and unless written notice is received at least ninety (90) days prior to the end of the Initial Term or any subsequent Extension Term the Agreement shall continue for further twelve (12) month periods (the "**Extension Term**") until such notice is received.

3. SCOPE OF LICENCE

The licence is granted for up to a maximum of XXX Authorised Users at any one time and includes the Services as further detailed in Appendix B.

4. DATA CENTRES

Quest use Amazon Web Services for the hosting of the platform and confirm that the data centres are ISO27001 certified and are based in Dublin, Ireland.



5. FEES

5.1 Fees, payable in accordance with clause 5 of the Terms, are as follows:

5.1.1 Year One – the following will be invoiced immediately upon signing:

- (a) Design and Implementation Fee – £XXX; and
- (b) First annual Licence Fee instalment – £XXX; and
- (c) Insights Report and Exec Presentation – £XXX; and
- (d) Historical Survey Upload Service – £XXX; and
- (e) API/STFP/Respondent Upload Service – £XXX
- (f) Lifecycle Survey Service – £XXX

5.1.2 Year Two – the following will be payable by the first anniversary of the Effective Date:

- (a) Second annual instalment of Licence Fees – £XXX; and
- (b) Insights Report and Exec Presentation – £xxx; and
- (c) Admin fee for Data Transfer – £XXX.

5.1.3 Year Three – the following will be payable by the second anniversary of the Effective Date:

- (a) Third annual instalment of Licence Fees – £XXX; and
- (b) Insights Report and Exec Presentation – £XXX; and
- (c) Admin fee for Data Transfer – £XXX.

5.2 Annual Fees for any Extension Terms will be charged at the current licence fee plus a 5% uplift.

All Fees will be subject to VAT where applicable.

IN WITNESS whereof each of the Parties has executed this Agreement by their authorised representative on the date set out below.



Signed for and on behalf of Quest Agency Limited by:

Signature	
Printed Name	
Status:	
Date	

Signed for and on behalf of XXX by:

Signature	
Printed Name	
Status:	
Date	



Terms and Conditions

1. Definitions and Interpretation

1.1 The following definitions and rules of interpretation in this clause apply in this Agreement:

"Agreement" has the meaning given in the Order;

"Authorised Administrators" means the appointed employees of You and Your wholly owned subsidiaries who are trained to set up and run the surveys on Inpulse.

"Authorised Managers" means the employees of You and Your wholly owned subsidiaries who are given access to view survey results for the team/segment they manage;

"Authorised Users" means those employees of You and Your wholly owned subsidiaries who will be sent or have access to a link to a survey via the Inpulse platform, as further described in the Order Form, any Appendix and at Clause 2.3

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

"Change of Control" means, in relation to a Party, where any person who Controls that Party at the Effective Date of this Agreement subsequently ceases to Control it or if any other person (or persons acting in concert with that person, where "acting in concert" has the meaning given in the City Code on Takeovers and Mergers and the Rules Governing Substantial Acquisition of Shares) subsequently acquires Control of it;

"Confidential Information" means any non-public, commercially sensitive information or materials belonging to, concerning or in the possession or control of a party and/or its affiliates which: (i) is provided, disclosed or otherwise made available to the other party, regardless whether directly or through entities or persons acting on such other party's behalf; and (ii) is either marked or identified in writing as confidential, proprietary or secret or with another designation sufficient to give notice of its sensitive nature; or (iii) is of a type that a reasonable person would recognise it to be of a confidential nature; or (iv) pertains to either party's beneficiaries, employees, contracting parties or any other persons;

"Content" means the data inputted into and outputted from the Services including segmentation, survey questions, responses and/or results available as reports in the form of excel spreadsheets or pdf documents;

"Data Protection Legislation" means all applicable data protection and privacy legislation, regulations and binding guidance in force from time to time in the UK including without limitation the Data Protection Act 2018 ("**DPA**") and the Privacy and Electronic Communications (EC Directive) Regulations and any binding guidance or codes of practice issued by the Information Commissioner from time to time (all as amended, updated or re-enacted from time to time); and in particular Regulation (EU) 2016/679 (the "**General Data Protection Regulation**" or "**GDPR**") and the GDPR as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 ("**UK GDPR**") and all equivalent legislation enacted in the UK in respect of the protection of personal data and any applicable binding guidance or codes of practice issued by the European Data Protection Board or Information Commissioner from time to time (all as amended, updated or re-enacted from time to time);

"Effective Date" means the date of this Agreement;

"Extension Term" means the successive term following the Initial Term as specified in the Order;

"Fees" means the fees payable to Quest under this Agreement, as described in Clause 5 and the Order;

"Initial Term" means the contract term of the Agreement which shall commence on the Effective Date and which shall be as specified in the Order;

"Inpulse" refers to the term used to describe Quest's survey platform;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in software code, designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications 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;

"Marketing Materials" means website, banners, leaflets, social media content produced by and for Quest;

"Normal Business Hours" means 9.00 am to 5.00 pm local UK time, each Business Day;

"Order" means an order for Services signed by the parties pursuant to this Agreement;

"Security Incident" means an actual, suspected anticipated threatened unauthorised exposure, access, disclosure, use, communication, deletion, revision, encryption, reproduction or transmission of any component of the Content or unauthorised access or attempted access or apparent attempted access (physical or otherwise) to any of the Content or any Supplier Systems on which such Content is processed or stored;

"Service Levels" means the service levels set out in Appendix A;

"Services" means the services that Quest and its subcontractors provide for You, Your Authorised Users, Authorised Administrators and/or Authorised Managers to develop, run and review surveys and results on Inpulse as well as any consultancy services as more particularly described in the Order or Appendices;

"Subcontractor" means any person or company to whom Quest subcontracts any of its rights and obligations under this Agreement in accordance with this Agreement;

"Supplier Personnel" means those agents, contractors, directors, officers and employees of Quest and any Subcontractor engaged from time to time in performing Quest's obligations under this Agreement;

"Term" means the Initial Term and any subsequent Extension Terms;

"Virus" means any thing 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 rearranging, altering or erasing the programme or data in whole or part or otherwise); or
- (c) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

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



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

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

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

1.7 A reference to **writing** or **written** includes email and other electronic communications.

1.8 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.11 Any words following the terms: **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.12 If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

2. Services

2.1 Upon signature of an Order by the Parties, Quest agrees to supply the Services requested in the relevant Order under the terms and conditions contained in this Agreement.

(a) If there is any conflict between the terms of the Order, and the terms of this Agreement, the Order's terms shall prevail except in relation to Clauses 8 (Confidentiality), 9 (Data Protection), 11 (Audit), 13 (Liability), 24 (Governing Law) and 25 (Jurisdiction).

2.2 You acknowledge that Services are provided 'as is' and 'as available' without warranty of any kind and your use of the Services are at your own risk. The Services are subject to the local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference that may from time to time adversely affect the provision of the Services.

2.3 In relation to Authorised Users, Authorised Administrators and Authorised Managers:

(a) Access to the Services shall be limited to the number of Authorised Users set out in the Order and any Appendices;

(b) You shall provide such information as may reasonably be required by Quest to confirm the number of Authorised Users;

(c) You shall ensure that each Authorised Administrator and Authorised Manager keeps a secure password for use of the Services and that each Authorised Administrator keeps their password confidential;

(d) Quest hereby grants to You a royalty-free, non-exclusive, non-transferable licence to use and access and to allow Authorised Users, Authorised Administrators and Authorised Managers to use and access Inpulse solely for business purposes and subject to the terms and conditions of this Agreement;

(e) You shall not store, distribute or transmit any Virus, or any material through the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities, in such circumstances You will be

responsible for deleting any offending material and if not already deleted by You Quest hereby reserve the right to delete this material from Inpulse;

(f) You shall not use the Services to provide services to third parties (other than the Authorised Users);

(g) You shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Services and notify Quest promptly of any such unauthorised access or use.

(h) You and Your Authorised Users, Authorised Administrators and Authorised Managers shall not (a) access (or attempt to access) the administrative interface of Inpulse by any means other than through the interface that is provided by Quest in connection with Inpulse, or (b) engage in any activity that interferes with or disrupts Inpulse or the servers and networks which are connected to the service or technology.

3. Quest's Obligations

3.1 Quest undertakes that it will perform all the Services with all reasonable skill and care, in a timely and efficient manner, using appropriately qualified and experienced staff, and warrants that the Services will conform in all material respects to the description of the same in the Order and this Agreement.

3.2 Quest shall, in performing the Services, conduct itself properly at all times and shall comply with such policies, procedures, rules and regulations (including those in relation to health and safety and corporate responsibility) which have been notified to it prior to or during the performance of the Services, including all applicable laws and regulations with respect to its activities under this Agreement.

3.3 The undertaking at Clause 3.1 shall not apply to the extent of any non-conformance which is caused by use of the Services by any Authorised User, Authorised Administrator or Authorised Manager contrary to Quest's instructions or modification or alteration of the Services by any party other than Quest or Quest's duly authorised contractors or agents. If the Service does not conform to the foregoing undertaking, Quest will, at its expense, use all reasonable commercial endeavours promptly to correct any such non-conformance promptly, or provide You with an alternative means of accomplishing the desired performance. Notwithstanding the foregoing, Quest does not warrant that Your use of the Services will be uninterrupted or error-free.

3.4 Quest shall be solely responsible for the conduct of Supplier Personnel. Quest shall make suitable checks of all prospective employees, sub-contractors and agents including, subject to any restrictions imposed by applicable law, verifying that the Supplier Personnel hold the appropriate qualifications and experience claimed in their application; prior to carrying out any Services or other obligations arising out of or in connection with this Agreement to assess the adequacy of their knowledge, skills and suitability to carry out such Services or other obligations;

3.5 Quest warrants that it shall have a contingency plan in place which can be implemented in the event of an incident or disaster impacting on Quest's ability to deliver the Services.

3.6 Quest shall notify You of:

(a) any development that may have a material impact on its ability to carry out the Services in compliance with this Agreement and all applicable laws and regulations, including any change to their ISO certifications or their ability to comply with the relevant British Standards.

(b) a Change of Control has taken place.

4. Your Obligations

4.1 You shall not use the Services for any purpose other than that for which it was designed or intended;



4.2 You shall provide such assistance required by Quest to deliver the Services as may be reasonably requested by Quest from time to time.

4.3 You shall be responsible for ensuring You have the appropriate network coverage and infrastructure to enable the Services to be provided, but Quest will, if required, provide advice and guidance in respect of the network coverage and infrastructure required in order to provide the Services.

4.4 You shall be solely responsible for (and Quest has no responsibility to You or to any third party for) (a) You and Your Authorised Users, Authorised Administrators and/or Authorised Managers' use of Inpulse and, (b) any Content created, transmitted or displayed while using Inpulse and, (c) for the consequences of the unlawful or unauthorised use of Inpulse (including any loss or damage which Quest may suffer).

4.5 You shall be responsible for exporting and securing the storage of Content and Quest will have no responsibility for the failure to store Content.

4.6 You agree not to (nor permit anyone else to)

- (a) copy or create derivative work of or to reverse engineer or decompile or otherwise attempt to extract the source code of Inpulse or any part thereof, unless You have been specifically told that You may do so by Quest in writing; or
- (b) attempt to disable or circumvent any security mechanisms used by Inpulse.

4.7 You shall be responsible for protecting the privacy and legal rights of the Authorised Users, Authorised Administrators and/or Authorised Managers.

4.8 You will be responsible for keeping the number of surveys sent out to the maximum user number, otherwise further charges may apply.

4.9 You agree to provide Quest with Your company logo which can be used by Quest on Marketing Materials.

5. Fees and Payment

5.1 You shall pay the Fees set out in the relevant Order for the use of the Services as applicable. No refund will be made for any of the Services not used by You.

5.2 All amounts and fees stated or referred to in this Agreement are in GBP. Fees are exclusive of value added tax, which shall be added to Quest's invoice(s) at the appropriate rate. You are responsible for all tax liabilities.

5.3 Quest shall invoice You as specified in the Order for all Services. Any additional services requested may be invoiced separately. Each invoice is due and payable 30 days after receipt of the invoice.

5.4 If Quest has not received payment within 30 days after the invoice date, and without prejudice to any other rights and remedies of Quest, Quest shall be entitled to charge interest on a daily basis on such due amounts at an annual rate equal to 4% over the then current base rate of Lloyds Bank Plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

6. Proprietary Rights

6.1 You acknowledge and agree that Quest and/or its affiliates own all legal right, title and interest in and to Inpulse, including all Intellectual Property Rights which subsist in Inpulse. Except as expressly stated herein, this Agreement does not grant You any rights to, or in, Intellectual Property Rights, or any other rights or licences in respect of the Services or any related documents or information.

6.2 Quest represents, warrants and undertakes that it and/or its affiliates has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant and perform all the obligations it agrees to perform under, and in accordance with, the terms of this Agreement.

6.3 You shall own, and Quest hereby assigns, all the Content You create to You. Quest shall access the Content as

necessary to provide the Services set out in this Agreement. By submitting, creating and/or displaying the Content on or through Inpulse You give Quest a worldwide, royalty-free, transferable and non-exclusive license to reproduce, adapt, modify, translate, publish, display and distribute such Content for the purpose of enabling Quest to provide You with the Services.

6.4 Quest shall be entitled to anonymise and retain the Content, whereby such anonymised content shall be aggregated within certain non-identifying criteria and all references to You shall be deleted and shall not constitute personal data, as defined in the Data Protection Legislation, and Quest shall use such anonymised content in aggregated form for statistical research, infographics and/or benchmarking purposes only.

7. Indemnity

7.1 Quest shall indemnify You against all claims, actions, proceedings, liabilities, costs, expenses, damages and losses suffered or incurred by You arising out of or in connection with any claim made against You for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Services, their use or from Quest's gross negligence and wilful misconduct.

7.2 If any third party makes a claim, or notifies an intention to make a claim, against You which may reasonably be considered likely to give rise to a liability under this indemnity (**a Claim**), You shall:

- (a) give written notice of the Claim to Quest, specifying the nature of the Claim in reasonable detail; and
- (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Quest (such consent not to be unreasonably conditioned, withheld or delayed); and
- (c) take such action as Quest may reasonably request to avoid, dispute, compromise or defend the Claim.

7.3 Quest shall have no liability if the alleged infringement is based on:

- (a) a modification of Inpulse by anyone other than Quest;
- (b) Your use of the Services in a manner contrary to the instructions given to You by Quest; or
- (c) Your use of the Services after notice of the alleged or actual infringement from Quest or any appropriate authority.

8. Confidentiality

8.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not 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;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

8.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party (save for, where applicable, Authorised Users), or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

8.3 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 this Agreement.

8.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party, provided the party lawfully disclosed the confidential information to the third party and executed a non-disclosure agreement with the third party.

8.5 You acknowledge that Inpulse constitutes Quest's Confidential Information.

8.6 Quest acknowledges that the Content is the Confidential Information of You.

8.7 This Clause 8 shall survive termination of this Agreement, however arising.

9. Data, Data Protection, Security and Integrity

9.1 Each party will comply with all relevant provisions of the Data Protection Legislation as amended, modified, re-enacted, extended or consolidated from time to time. Where it is required that Quest have access to personal data (as defined in the Data Protection Act 2018 "DPA" and General Data Protection Regulations "GDPR") of the Authorised Users, Authorised Administrators and/or Authorised Managers or where such personal data comes into our possession or control, Quest, as the Data Processor (as defined in the UK GDPR), will comply with the Data Processing Appendix attached as Appendix C to the Agreement and will:

- (a) process personal data only in accordance with this Agreement;
- (b) process personal data on the lawful basis of Legitimate Interests;
- (c) comply with the obligations imposed by the DPA, GDPR and all other relevant Data Protection Legislation including (i) maintaining sufficient security, technical and organisational security measures and taking reasonable steps to ensure the reliability of our employees who have access to such personal data; and (ii) allowing Your representatives to audit our compliance with this clause and/or, at Your option, on request providing You with evidence of its compliance with such requirements
- (d) not transfer personal data for processing outside the European Economic Area;
- (e) assist You to comply with any valid requests for access to or deletion of personal data;
- (f) respond reasonably to any questions raised by the data controller relating to the processing of personal data, in order to ascertain compliance with the relevant Data Protection Legislation.

9.2 Upon becoming aware of any suspected, actual or potential security breach in connection with the Services or breach of clause 9.1 above, Quest shall immediately notify You thereof and shall regularly update You thereafter with all relevant information regarding the breach including the nature of the information compromised or potentially compromised. Quest shall use all efforts to mitigate the consequence of such breach and implement any and all measures necessary to restore the security of compromised systems, files and information and take such measures to avoid this occurrence prospectively.

10. Anti-bribery

Quest shall ensure that, during the term of this Agreement it will not engage in, consent to or connive in any activity, practice or conduct in any part of the world which would constitute an offence under the Bribery Act 2010, and will put in place, maintain and comply with adequate procedures to prevent any person associated with it (in accordance with section 8 of the Bribery Act) from committing an offence under that Act.

11. Records and Audit, etc

11.1 For the duration of this Agreement, and for a period of six years from termination or expiry of this Agreement (or such other period as may otherwise be required by law), Quest shall maintain full and accurate records of:

- (a) all charges, prices, costs and expenses associated with and invoiced in respect of the Services;
- (b) its performance against the Service Levels.

11.2 At Your request and Your expense, Quest shall provide all such information to You or Your auditors as is reasonable to ascertain compliance with this Clause;

11.3 At Your request, Quest shall use all reasonable endeavours to enforce any audit rights it may have against its subcontractor Amazon Web Services (AWS) in relation to AWS' performance of the Services during the term of the Agreement.

12. Export

12.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including Services, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

12.2 Each party undertakes:

- (a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out in Clause 12.1; and
- (b) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

13. Limitation of Liability

13.1 Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence;
- (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) tangible property or physical damage.

13.2 Subject to Clause 13.1 and Clause 13.3 neither party shall be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for any indirect or consequential losses arising out of or in connection with this Agreement.

13.3 Clause 13.2 shall not apply in respect of any liability of Quest under the indemnities given under this Agreement or under Clauses 8 to 10.

13.4 Subject to Clause 13.1 (where in each case liability shall be unlimited), Your maximum aggregate liability in contract, tort (including negligence or breach of statutory duty) or otherwise in connection with this Agreement shall not exceed the Fees for Services payable under this Agreement in the calendar year in which the default occurs.

13.5 Except for any liability of Quest under the indemnities given under this Agreement and under Clauses 8 to 10 and subject to Clause 13.1 (where in each case liability shall be unlimited), Quest's total aggregate liability in contract, tort (including negligence or breach of statutory duty) or otherwise for any default (or series of related events of default) in connection with this Agreement shall be limited to the Fees payable pursuant to this Agreement.



14. Term and Termination

14.1 This Agreement shall commence on the Effective Date and shall continue for the Initial Term, and subsequently the Extension Term if agreed in writing, unless otherwise terminated as provided in the Order and/or this Clause 14.

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

- (a) the other party commits a material breach of any term of this Agreement which breach is 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;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (f) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clauses 14.2(b) to Clauses 14.2(h) (inclusive);
- (j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; Or

14.3 Without affecting any other right or remedy available to either party:

- (a) You may terminate this Agreement for convenience, without liability to Quest, on a minimum of 30 days' written notice, no refund will be given and all remaining Fees under this Agreement will be due immediately; and
- (b) Quest may terminate this Agreement for convenience on a minimum of 30 days' written notice, a pro-rata refund will be given in these circumstances unless termination is because of a breach of the Terms by You in which case this Agreement will be terminated immediately and all remaining payments will become payable immediately. You agree that Quest will not be liable to You or any third party for such termination.

14.4 Quest may from time to time suspend the Services if You allow to be done anything which in Quest's reasonable opinion may have the effect of jeopardising the operation of Inpulse, or Inpulse is being used in a manner prejudicial to the interest of You and/or Quest provided that:

- (a) it shall use all reasonable endeavours to give You prior notice of its intention to suspend the Services and You are not capable of addressing the concern; and
- (b) it shall restore the Services as soon as reasonably practicable.

14.5 Prior to termination, it is Your responsibility to retrieve all the Content and all other relevant data in its most recent form that You want to retrieve from Inpulse provided that in the event of termination by Quest it shall give You a reasonable opportunity to do so after termination.

14.6 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate;
- (b) Quest shall revoke Your access to the Services;
- (c) each party shall, at its own expense, return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;
- (d) unless otherwise agreed in writing with You, Quest shall within 30 days securely destroy any Content stored on Inpulse and provide You with confirmation of the same if requested; and
- (e) 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.

15. Force Majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including strikes; lock-outs or other industrial disputes; failure of a utility service or transport or telecommunications network or the internet; cyberattack; act of God; war; riot; civil commotion; pandemic; malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident; breakdown of plant or machinery; fire, flood, or storm; or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six months, the party not affected may terminate this Agreement by giving 30 days' written notice to the other party.

16. Waiver

16.1 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 to the circumstances for which it is given.

16.2 The failure or delay by either party to this Agreement to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof of any right, power or remedy on any later occasion.

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

17. Severance

17.1 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.

17.2 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.

18. Entire Agreement

18.1 This Agreement and any documents referred to in it or annexed to it constitute the entire Agreement between the parties and supersede and extinguish all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party acknowledges that in entering into this Agreement 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 this Agreement.

18.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

18.4 Nothing in this clause shall limit or exclude any liability for fraud.

19. Assignment

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

19.2 Quest may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

20. No Partnership or Agency

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

21. Variation

21.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21.2 Until any variation is formally agreed between Quest and You, Quest will continue to perform and be paid for the Services as if the change had not been proposed.

22. Third Party Rights

22.1 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and (where applicable) their successors and permitted assigns, pursuant to the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

22.2 The rights of the parties to terminate, rescind, or agree any variation, waiver, or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

23. Notices

23.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by email to such email addresses of the other party's key contact or as may be designated by the other party from time to time.

23.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Normal Business Hours, at 9 am (local UK time) on the first Business Day following delivery). A correctly addressed notice sent by recorded delivery post shall be deemed to have been received at 9 am (local UK time) on the second Business Day after it was posted. A notice sent by email shall be deemed to have been received upon such communication being acknowledged as having been received.

24. Governing Law

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

25. Jurisdiction

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).



Appendix A: Service Level Agreement

1. Goals & Objectives

- 1.1 The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery of Inpulse.
- 1.2 The goal of this SLA is to obtain mutual agreement for service provision between Quest and You.
- 1.3 The objectives of this Agreement are to:
 - 1.3.1 Provide clear reference to service ownership, accountability, roles and/or responsibilities.
 - 1.3.2 Present a clear, concise and measurable description of the service provision.
 - 1.3.3 Match perceptions of expected service provision with actual service support & delivery, through a scope of works and partnership on the programme deliverables.

2. Service Agreement

- 2.1 The following detailed service parameters are the responsibility of Quest in the ongoing support of this SLA.
- 2.2 Service Scope
 - The following Services are covered by this SLA;
 - 2.2.1 Inpulse Survey Platform
 - 2.2.2 Account Management and Expert Support on Survey Set-up and Question Identification via
 - (i) Telephone support
 - (ii) Email Support
 - (iii) Planned or Emergency On-site Assistance (extra costs including travel expenses apply)
- 2.3 Requirements
 - Quest responsibilities and/or requirements in support of this Agreement include:
 - 2.3.1 Meeting response times associated with service related incidents.
 - 2.3.2 Appropriate notification of all scheduled maintenance.
- 2.4 Service Assumptions
 - Assumptions related to in-scope services and/or components include:
 - 2.4.1 Changes to services will be communicated and documented to You.
 - 2.4.2 Quest will give 7 days' notice of any service changes.
- 2.5 Service Exclusions
 - This SLA does not apply to any equipment, software, services or other parts of the IT system not purchased via or managed by Quest.
 - This SLA does not apply when:
 - 2.5.1 The problem has been caused by You using Inpulse in a way that it is not intended to be used or by an untrained Administrator.
 - 2.5.2 You have made unauthorised changes to Inpulse.
 - 2.5.3 You have prevented Quest from performing required maintenance and update tasks.
 - 2.5.4 The issue has been caused by unsupported equipment, software or other services.



3. **Service Management**

The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

3.1 Service Availability

Coverage parameters specific to the service(s) covered in this SLA are as follows:

- 3.1.1 Telephone support : Normal Business Hours – 9:00 A.M. to 5:00 P.M.
Monday – Friday
- 3.1.2 Calls received out of Normal Business Hours will be actioned on the next working day
- 3.1.3 Email support: Monitored in Normal Business Hours – 9:00 A.M. to 5:00 P.M.
Monday – Friday
- 3.1.4 Emails received outside of Normal Business Hours will be collected, however, no action can be guaranteed until the next business day

3.2 Service Requests

In support of services outlined in this SLA, Quest will respond to and use best endeavours to resolve service related incidents and/or requests submitted by You within the following time frames:

- 3.2.1 24 hours (during normal business hours) for issues classified as High priority, eg. Major software failure causing loss of access to Inpulse.
- 3.2.2 Within 48 hours for issues classified as Medium priority, eg. Loss of functionality.
- 3.2.3 Within 5 business days for issues classified as Low priority, eg. Resetting emails, modifying text within the platform.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

4. **Hardware and Software Security**

Quest shall ensure that all hardware and software used in respect of the Services is hosted within facilities that comply with good industry practices as to security.

5. **Monitoring**

Quest shall monitor all servers and core network devices on a 24/7 basis. At Your request Quest shall provide a report detailing any unavailability of the Services in the previous month. Quest shall promptly inform You in the event Quest becomes aware of any problems or potential problems related to the ability to use the Services in accordance with the terms of this Agreement.

6. **Availability of the Platform**

- 6.1 Platform availability shall be calculated according to the following formula:
(Unscheduled monthly downtime (mins) / Total monthly minutes).

- 6.1.1 Unscheduled monthly downtime means any downtime caused by Inpulse Servers (excluding scheduled downtime) or any defect or error in the Services.
- 6.1.2 Total monthly minutes is a calculation of the number of minutes in the given month. For example, Total monthly minutes for January = 31 days = (31 x 24 hours) x 60 minutes = 44,640 minutes.

- 6.2 Inpulse shall use reasonable endeavours to achieve its target of 99.5% availability in each month during the Term of this Agreement. In this calculation no account



shall be taken of time lost to scheduled maintenance and/or factors outside the control of Quest (i.e., such downtime will be subtracted from the total monthly minutes). Factors outside the control of Quest include, but are not limited to:

- 6.2.1 faults associated with Your network equipment;
- 6.2.2 power outages or other force majeure events;
- 6.2.3 performance of or interference by any third party systems or third party controlled resources;
- 6.2.4 use of the Services for any purpose other than the Intended Purpose; or
- 6.2.5 faults caused by any breach of the Agreement by You.

7. Chronic Downtime

In the event that, in any five consecutive weeks during the term of this Agreement, service availability falls below 95% ("**Chronic Downtime**"), then You may terminate the Services, and, without prejudice to Your other rights and remedies, shall not be liable for paying any further instalments of the Fees.

8. Travel Expenses

Travel expenses and travel time will be charged for any planned or emergency on-site visits as well as for all training, presentations and/or coaching sessions that take place in person.



Appendix B: SERVICES (ENGAGE)

1. Licence to use Inpulse

- a. Use of the Survey Platform for a maximum of [XXXX] *Authorised Users**, who will all be employees of You, and not sub-contractors, agents, or any other third parties.
- b. The Authorised User number represents the expected survey population and is most commonly the total number of employees in Your organisation. This is the maximum number of people a survey can be sent out to. Any overage of user numbers beyond this limit will incur an additional fee of [XYZ] per user per year. This fee is not pro-rated.

2. Survey Launch Timeline

- a. Standard expected timeline for a company-wide engagement survey launch: [8 weeks].
- b. Standard expected timeline for a pulse survey launch: [4 weeks].
- c. Expedited survey launch within [4 weeks] will incur an additional fee of [£3,000].

3. Implementation

- a. **30-min Introductory Call:** Initial onboarding call with the Inpulse team. This session will include:
 - i. Introduction to key contacts.
 - ii. Overview of onboarding steps and key milestones.
 - iii. Agree ways of working.
 - iv. Share next steps, including scheduling platform training
- b. **Activation Workshop:** One virtual session (approx. 60 mins) for Authorised Super Administrators and Senior Stakeholders. This session will cover:
 - i. Inpulse understanding Your organisation and company context
 - ii. Inpulse introducing You to their approach and survey philosophy
 - iii. Developing Your strategy and roadmap
 - iv. Our partnership and next steps
- c. **Account Setup:**
 - i. Set up of the account with relevant functionality applied.
 - ii. Uploading company logo.
 - iii. Assigning Authorised Super Administrators.
- d. **Survey Setup Training**:** One virtual session (approx. 45 mins) for up to 5 Authorised Super Administrators. This session will cover how to:
 - i. **Create a new survey** – from scratch, using past surveys, or pre-populated survey templates.
 - ii. **Add survey and segmentation questions** – customise to align with organisational needs.
 - iii. **Edit survey messaging and platform emails** – personalise communication for respondents.
 - iv. **Configure visualisations and word clouds** – enhance data presentation.
 - v. **Manage languages and translations** – add and update survey content translations.



vi. Set up and customise the actions template – facilitate post-survey action planning.

vii. Distribute the survey – via open URL, segment-specific URL, and/or QR code.

viii. Upload survey respondents – using the respondent upload template for seamless integration.

ix. SFTP/API/Employee Database

e. Historical Data Upload: The standard expected timeline for the upload of historical data is **[4 weeks]** from the date Inpulse receives the correctly formatted file; if multiple files are provided, please allow an additional week per file.

i. One virtual session (approx. 15 mins) covering the steps and formatting needed to upload historical survey data.

4. Languages Supported:

a. Respondent view languages: **[List of supported languages]**. Any additional languages required will incur an additional fee of **[£250]** per language per year.

b. Manager dashboard languages: **[List of supported languages]**. Any additional languages required will incur an additional fee of **[£750]** per language per year.

c. You will be responsible for the translation of survey content within the platform.

5. Pre-Survey Services

a. Respondent Data File Transfer Service [OPTIONAL SFTP] – one time transfer of respondent data in format required by Quest, from Your HRIS where it will be uploaded onto the Survey Platform. You are responsible for keeping this data up to date throughout the Term of this Agreement.

b. Project Plan: Your dedicated Customer Success Consultant will create a structured roadmap for a successful survey process, ensuring clarity, efficiency, and alignment with organisational goals. It outlines key milestones, key stakeholders and responsibilities, and timelines to ensure the survey is launched on time.

c. Access to Customisable Survey Templates – industry leading question templates that can be customised, including Engagement, Wellbeing, and ED&I.

d. Survey Design Support: Support and best practice with survey and segmentation question design for Your first company-wide survey, to ensure alignment with Your company goals and strategy.

e. Survey Setup Review: One 30-min review call for Your first company-wide survey, and annually thereafter.

f. Customer Success Support: Weekly project calls (approx. 30 mins) with your dedicated Customer Success Consultant, for Your first company-wide survey, and annually thereafter.

i. To start a maximum of **[8 weeks]** before survey launch

g. Hierarchy Support: Review of Your business hierarchy file and support with uploading to the platform for Your first survey.

h. Respondent View Branding: Tailor the respondent survey view with company-specific branding. The process includes

i. Gathering Your company colour palettes.

ii. Providing **[4]** options for You to choose from.



- iii. Implementing Your confirmed option. This will take **[4 weeks]**.
- i. **Post-Survey Approach Call****: One time session (approx. 30 mins), and annually thereafter, to share best practices, discuss post-survey action planning, and explore how the platform can support ongoing initiatives.
- j. **Resources Available**: FAQs, communication templates, and best practice guides.

6. During-Survey Services:

- a. **Results Training**: One virtual training session (approx. 45 mins) to fully equip Authorised Super Administrators with the Inpulse platform results analysis features. This session should be recorded by You for future reference. Additional sessions available at **[£300]** per session. This session will cover how to:
 - i. **Switch between surveys** to compare different results.
 - ii. **Filter by segments** to view specific business unit insights.
 - iii. **Navigate and interpret analytics** on the **Insights Report** page.
 - iv. **Analyse key metrics** on the **Results Dashboard**.
 - v. **Explore differences across demographic groups** using the **Heatmaps** feature.
 - vi. **Compare survey results over time** on the **Compare** page.
 - vii. **Download reports and resources** for offline access and further analysis.
- b. **Mid-Survey Call**: One virtual call (approx. 30 mins) to review participation rates, address any challenges, and ensure the survey stays on track.
- c. **Manager Access File Review**: One 30-min review call for Your first survey to ensure correct completion and platform compatibility.

7. Post-Survey Services

- a. **Insights Report**: A detailed analysis of survey results, highlighting key trends, strengths, and areas for improvement. It offers actionable recommendations to drive meaningful change within the organisation. A first version will be sent to You within **[2 weeks]** of survey completion. The Insights Report includes:
 - i. **Executive Summary** – a diagnosis of all your data to highlight what is going well and areas for improvement
 - ii. **Recommended Actions and Next Steps**
 - iii. **External benchmarking and our external perspective**
- b. **Executive Board Presentation (virtual)**: A high-level overview of survey findings, providing key insights, trends, and strategic recommendations. The bespoke presentation is designed to facilitate informed decision-making, align leadership on next steps, and drive meaningful organisational action based on the survey results. This will be delivered virtually within **[4 weeks]** of survey completion.
- c. **Manager Action Session**: One virtual call (approx. 90 mins) designed to equip and inspire Manager Administrators when preparing for and running engaging team conversations about their results, including focusing them on locally owned actions. The time and data of this will be agreed with You in advance of survey closure. This session will include:
 - i. Why the survey is important and key principles
 - ii. Finding your way around the platform (training on the platform)



iii. Tips and techniques for having a great conversation

iv. How to agree and capture actions (training on the platform)

v. How to maintain momentum and keep people involved following the survey

d. **Survey Review** – Conducted after Your first company-wide survey and then on an annual basis to review the survey process, what went well and what can be improved. These meetings will take place online (approx. 30 mins).

e. **Strategic Review** – To take place at least 30 days before the end of the first licence year, to include discussions on: Inpulse's alignment with Your company objectives; Services being provided in line with Agreement; Update on Your current strategy and how to evolve it. These meetings will take place online (approx. 60 mins).

8. Ongoing Support

a. **Customer Success Support:** You will have a dedicated Customer Success Consultant available to answer ad hoc requests and provide guidance as needed, ensuring a smooth and effective partnership.

i. Available **in line with SLAs.**

b. **Technical Support:** Provided in line with SLA agreements.

c. **Inpulse Community:** You will be invited to community webinars and workshops hosted by Inpulse.

9. **Code of Conduct:** All interactions with Inpulse employees should align with our core values of **Respect & Integrity**. Inpulse reserves the right to discontinue service if employees are not treated with respect and professionalism.

* If survey links are sent or are going to be sent to more than the maximum number of Authorised Users, an additional fee will apply, calculated per user based on the current year's licence fee. Any additional fees will be invoiced immediately. A permanent extension can be agreed in writing, subject to additional fees payable each year.

** It is the Customer's responsibility to arrange platform training sessions, send invites, and ensure attendance by relevant personnel.

**It is the Customer's responsibility to arrange these sessions, send invites and ensure the attendance of the Customer participants, Manager sessions are only provided where Managers have been given access to the Manager View area of the platform.



Appendix C: DATA PROCESSING

In consideration of the mutual obligations set out herein, which the parties acknowledge are required for compliance with the GDPR (as defined below) You and Quest hereby agree that the terms and conditions below which form the Data Processing Appendix shall henceforth apply to the provision of services by Quest to You.

1. Quest shall duly observe all its obligations under the Data Protection Laws which arise in connection with the provision of the Services and the Agreement.
2. For the purposes of this Appendix, "**Data Protection Laws**" means applicable legislation protecting the personal data of natural persons, including in particular the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities. The expressions "**Process**", "**Data Processor**", "**Data Controller**", "**Personal Data**", "**Personal Data Breach**" and "**Data Subject**" have the meanings given to them in the Data Protection Laws.
3. In Schedule 1 to this Appendix, the parties have set out their understanding of the Personal Data which may be Processed by the Supplier pursuant to the terms of this Data Processing Appendix.
4. Insofar as Quest Processes Personal Data for You as a Data Processor Quest shall:
 - a. Process the Personal Data solely on the documented instructions of You, including the Agreement, for the purposes of providing the Services;
 - b. Process only the types of Personal Data, relating to the categories of Data Subjects, and in the manner required to deliver the Services as agreed by the Parties;
 - c. take all measures required by Article 32 of the GDPR to ensure the security of the Personal Data;
 - d. take reasonable steps to ensure the reliability of any staff (including contractors and temporary workers) who may have access to the Personal Data, and their treatment of the Personal Data as confidential;
 - e. not permit any other third party to Process the Personal Data ("**Sub-Processor**") without the prior written consent of You, such consent to be conditional upon fulfilling the conditions under Article 28 (2) and (4) of the GDPR;
 - f. not itself transfer or permit the transfer by Sub-Processors of Personal Data outside of the EEA or the UK without Your prior written consent and provided the Standard Contractual Clauses or such other mechanism as directed by You have been incorporated into the Agreements between the Parties and in the contract between Quest and each Sub-Processor, as the case may be, to ensure the adequate protection of the transferred Personal Data;
 - g. promptly, and in any case within 2 (two) Working Days, notify You of any communication from a Data Subject regarding the Processing of Personal Data, or any other communication (including from a supervisory authority) relating to either Party's obligations under the Data Protection Laws in respect of the Personal Data;
 - h. notify You promptly, and in any case within 24 (twenty-four) hours upon becoming aware of any Personal Data Breach, such notice to include all information reasonably required by You to comply with its obligations under the Data Protection Laws, and shall provide reasonable cooperation and take reasonable commercial steps as directed by You to assist in the investigation, containment, notification and remediation of a Personal Data Breach;
 - i. make available to You all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR, and permit You, on reasonable prior notice, to inspect



and audit the facilities used by Supplier to Process the Personal Data, and any and all records maintained by Quest relating to that Processing;

j. provide reasonable cooperation and assistance to You with any Data Protection Impact Assessments which are required under Article 35 of the GDPR and with any prior consultations to the supervisory authority which are required under Article 36 of the GDPR, in each case solely in relation to Processing of Personal Data by the Quest on behalf of You and taking into account the nature of the processing and information available to the Quest;

k. provide any assistance reasonably requested by You in relation to (i) any communication received under clause 4.g, as well as any equivalent communication received by You directly, and (ii) any Personal Data Breach, including by taking any appropriate technical and organisational measures directed by You; and

l. cease Processing the Personal Data immediately upon the termination or expiry of the Agreement and at Your option either return, or securely delete the Personal Data.



SCHEDULE 1 of APPENDIX C: DESCRIPTION OF PERSONAL DATA PROCESSING

This schedule includes certain details of the Processing of the Personal Data as required by Article 28(3) of the GDPR.

Subject matter and duration of the Processing of Personal Data

The subject matter and duration of the Processing of the Personal Data are set out in the Agreement.

The nature and purpose of the Processing of Personal Data

Quest is engaged to provide services to You which involve the Processing of Personal Data. The scope of the Services is set out in the Agreement, and the Personal Data will be Processed to deliver those Services and to comply with the terms of the Agreement.

The types of Personal Data to be Processed

In each case as relevant to the Services:

The names and email addresses of the Authorised Administrators and/or Managers with accounts on the Inpulse Survey Platform. The names, email addresses and segmentation data of employees.

The categories of Data Subjects to whom the Personal Data relates

In each case as relevant to the Services:

Customer's employees (contact persons/representatives)

The obligations and rights of You

Your obligations and rights are set out in the Agreement.

The processing operations carried out in relation to the Personal Data

The email addresses are used by Quest to set up accounts on the Inpulse Platform for each Authorised Administrator and/or Manager. The employee data is used to send out surveys and automatically provide segmentation data.

In each case as required for the purposes of providing the Services to You, the scope of which is set out in the Agreement.