

HR Duo: Supplier Terms (G-Cloud 15)

1. Agreement Structure

These terms govern the provision of the HR Duo SaaS platform, including integrated Payroll and Learning Management modules. These Supplemental Terms apply to any Call-Off Contract. In the event of a conflict, the G-Cloud 15 Framework Agreement takes precedence.

2. Service Provision & Grant of License

- **License:** HR Duo grants the Buyer a non-exclusive, non-transferable right to access and use the platform for the duration of the Call-Off Contract.
- **Subscription Basis:** Licenses are granted on a per-active-employee basis. The Buyer must ensure the subscription volume reflects their workforce.
- **Updates:** We provide continuous updates and feature enhancements at no additional cost if they fall within the standard product roadmap.

3. Intellectual Property Rights (IPR)

- **Supplier Ownership:** All Intellectual Property Rights in the HR Duo platform—including software architecture, source code, database designs, and integrated Payroll/LMS modules—remain the exclusive property of HR Duo.
- **Restrictions:** The Buyer shall not attempt to decompile, reverse engineer, or use the platform to build a competing product.
- **Buyer Data:** The Buyer retains all IPR in the data it uploads. HR Duo is granted a limited license to host and process this data solely to provide the service.
- **Aggregated Data:** HR Duo may use anonymized, non-identifiable data for benchmarking and platform optimization, ensuring no Personal Data is included.

4. Service Levels & Support

- **Uptime Target:** We aim for **99.9% availability**.
- **Maintenance:** Scheduled during low-usage windows (weekends/late nights). We aim to provide 48 hours' notice for planned downtime exceeding 15 minutes.
- **No Service Credits:** HR Duo operates a simplified commercial model without service credits or refunds for SLA misses. This ensures competitive pricing for public sector clients.

5. Data Protection & Security

- **ISO 27001:** HR Duo maintains processes fully aligned with ISO 27001 standards.
- **Data Residency:** All data is hosted exclusively in the **EEA**.

- **Access Control:** Access is governed by Role-Based Access Control (RBAC) and mandatory Multi-Factor Authentication (MFA) for administrative roles.

6. Buyer Responsibilities

- **Configuration:** The Buyer is responsible for managing internal user permissions and ensuring data accuracy for payroll and compliance records.
- **Implementation:** Implementation is a collaborative process; delays caused by the Buyer may impact the agreed go-live timelines.

7. Termination & Offboarding

- **Data Extraction:** Upon termination, the Buyer has a **30-day grace period or such other period as may be mutually agreed** to export data in CSV, Excel, or PDF formats.
- **Secure Deletion:** Following the grace period, HR Duo will perform a cryptographic wipe of the Buyer's data in accordance with ISO 27001 destruction standards.

8. Feedback

The Buyer grants HR Duo a royalty-free, perpetual license to incorporate any feedback or enhancement requests provided by the Buyer into the platform for the benefit of all users.

9. Co-terminus Provisions for Add-on Modules

Unified Contract Term: Notwithstanding the commencement date of any supplementary Payroll or Learning Management System (LMS) modules, all such additions shall be co-terminus with the Buyer's original Call-Off Contract for the HR Duo platform.

Alignment of Renewal: Any renewal of the primary HR Duo subscription shall automatically include all active Payroll and LMS modules unless otherwise specified in writing.

Termination Synchronization: In the event of termination or expiry of the original Call-Off Contract, all associated Payroll and LMS modules shall terminate simultaneously, subject to the standard 30-day data extraction grace period outlined in Section 7.

Pro-Rata Billing: Where Payroll or LMS modules are added mid-term, HR Duo will calculate the initial fees on a pro-rata basis to align the billing cycle with the existing primary subscription.