

Last Updated: May 17 2023

**PLEASE READ CAREFULLY BEFORE SUBSCRIBING TO THE SERVICES PROVIDED HEREUNDER**

**IMPORTANT NOTICE:** THIS SUBSCRIPTION AGREEMENT (THE “**AGREEMENT**”) FORMS A LEGALLY BINDING AGREEMENT BETWEEN YOU (THE “**CUSTOMER**”) AND **SOCIAL TALENT LIMITED** A COMPANY INCORPORATED AND EXISTING UNDER THE LAWS OF THE REPUBLIC OF IRELAND (REGISTERED WITH COMPANY NUMBER 491073) WHOSE REGISTERED ADDRESS IS AT 42 PEARSE STREET, DUBLIN 2, D02 YX88, IRELAND (THE “**SUPPLIER**”). THIS IS A SUBSCRIPTION AGREEMENT FOR THE USE BY THE CUSTOMER OF THE SERVICES (AS DEFINED BELOW). THE SUPPLIER REMAINS THE OWNER OF THE SERVICES AS WELL AS OF ALL COPIES. IN ORDER TO AVAIL OF THE PROVISIONS OF THIS AGREEMENT AND ACCEPT THE TERMS OF THIS AGREEMENT THE CUSTOMER MUST CLICK “**I ACCEPT**” OR EXECUTE AN ORDER FORM. THE CUSTOMER IS NOT REQUIRED TO ACCEPT THIS AGREEMENT. IF THE CUSTOMER DOES NOT ACCEPT THIS AGREEMENT, THE CUSTOMER MAY NOT INSTALL OR USE THE SERVICES.

**1. DEFINITIONS**

In this Agreement the following words shall have the following meanings:

- Agreement:** means the terms and conditions in this subscription agreement and the Order Form and any other documents explicitly incorporated by reference by agreement of the Parties;
- Aggregated Data:** means data submitted to, collected by, or generated by Supplier in connection with Customer’s use of the Services, but only in aggregate, de-identified form which is not linked specifically to Customer or any individual Authorised User.
- Authorised Users:** means those employees, directors, agents and independent contractors of the Customer who are authorised by the Customer to use the Services;
- Business Day:** means any day other than a Saturday, Sunday or public holiday in Ireland, when banks in Dublin are generally open for business.
- Confidential Information:** means information that is proprietary or confidential to the disclosing party to the extent that a reasonable person would consider such information as confidential;
- Customer:** means the company referenced on the Order Form. Where relevant references to the Customer shall include the Authorised Users;
- Customer Content:** means all data and content input by Customer and/or the Authorised Users into the Supplier Platform to facilitate the Customer’s use of the Supplier Platform;
- Effective Date:** means the date this Agreement is accepted by the Customer;
- Fee:** means the fees payable by the Customer to Supplier for use of the Services, as set out in the Order Form;
- Initial Term:** means the term set out in the Order Form;
- Intellectual Property Rights** means any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights,

know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions.

- Non-Software Failure:** means any defect, error or fault in the Services which is caused by (i) the Services being used other than in accordance with the description or its proper intended purpose; (ii) any modification, variation or reconfiguration of the Services unless the same is performed by or on behalf of the Supplier or with Supplier's consent; (iii) any defect in the hardware, network or device on which the Service is used; (iv) the combination, operation, use or failure of third party or end user proprietary software or networks with which the Service interfaces or is connected; or (v) any virus or worm infecting the Services save where such virus is introduced by the Supplier;
- Order Form:** means the online form or hardcopy document which sets out the specific details of the Customer order including the Charges and the number of Authorised Users;
- Renewal Term:** has the meaning provided at clause 12.1;
- Services:** means the services provided by Supplier under this Agreement including the provision of access to the Supplier Platform and training and support for the Supplier Platform;
- Subscription Term:** means the Initial Term together with any subsequent Renewal Terms;
- Supplier Content:** means all content available as part of Supplier Platform which includes video, audio, text or other materials created by, or for which the commercial rights are owned or licensed by, the Supplier and other documents;
- Supplier IP:** means all Intellectual Property Rights in the Supplier Content, the Supplier Platform and the Services and any updates or modifications thereto;
- Supplier Platform:** means the web based training platform licensed by Supplier to the Customer as part of the Services including the Supplier IP and the Supplier Content; and
- User Licences:** has the meaning given at clause 2.1.

- 1.1. In this Agreement (except where the context otherwise requires):
- 1.1.1. use of the singular includes the plural and vice versa;
  - 1.1.2. use of any gender includes the other genders;
  - 1.1.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; and
  - 1.1.4. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.2. Each of Supplier and Customer shall be a **“Party”** and together Supplier and Customer are the **“Parties”**.
- 1.3. The terms of this standard Agreement will not apply if the Customer has separately negotiated, agreed, and executed (by an authorised signatory) a separate agreement with Supplier for the provision of the Services.

## 2. USER LICENCES

- 2.1. Supplier hereby grants to the Customer a non-exclusive, non-transferable licence to permit the Authorised Users to use the Services during the Subscription Term solely for the Customer's internal business operations and for the number of licences subscribed for in the Order Form (each a **“User Licence”**).
- 2.2. **Authorised Users.** The Customer undertakes:
  - 2.2.1. that the number of Authorised Users shall not exceed the maximum number of User Licences for the Customer, as specified in the Order Form (the **“Maximum User Limit”**);
  - 2.2.2. that each User Licence may only be used by one Authorised User (subject to the Re-assignment Allowance, as defined below). Customer acknowledges that sharing User Licences will be deemed a material breach of this Agreement which is not capable of remedy;
  - 2.2.3. that each Authorised User shall keep a secure password for use of the Supplier Platform and shall keep that password confidential;
  - 2.2.4. to immediately notify the Supplier of any security breach of which the Customer becomes aware. Supplier shall not be responsible for any losses arising out of the unauthorised use of the User Licences; and
  - 2.2.5. to maintain a list of current Authorised Users and provide such list to Supplier upon request.
- 2.3. If an Authorised User ceases to be employed by the Customer during the Subscription Term, the Customer may re-assign the relevant User Licence to a new Authorised User. Such re-assignment of User Licences is limited to a cap of 30% of the Maximum User Limit per contract year (the **“Re-assignment Allowance”**). For example, if the Maximum User Limit is 100, then up to 30 User Licences per contract year could be re-assigned in accordance with this clause 2.3.
- 2.4. **Viruses and Illegal Activity.** The Customer shall not access, store, distribute or transmit any viruses or any material when using the Services that is considered illegal or harmful or facilitates illegal activity.
- 2.5. **Supplier IP.** The Customer shall not except to the extent expressly permitted under this Agreement:
  - 2.5.1. attempt to modify, duplicate, create derivative works from, or distribute all or any portion of Supplier Platform (as applicable);
  - 2.5.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Supplier Platform;
  - 2.5.3. access all or any part of the Supplier Platform in order to build a product or service which competes with the Supplier Platform;
  - 2.5.4. use the Supplier Platform to provide services to third parties; or
  - 2.5.5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Supplier Platform available to any third party except the Authorised Users.

2.6. The Authorised Users may be granted different rights of access to the Supplier Platform as may be further described in the Order Form.

### 3. SERVICES

- 3.1. Supplier shall provide the Services to the Customer on and subject to the terms of this Agreement during the Subscription Term.
- 3.2. Supplier will provide the Customer with support services and training on the use of Supplier Platform. Please contact [support@socialtalent.com](mailto:support@socialtalent.com) for further details.
- 3.3. Supplier shall use all reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for planned maintenance (carried out during such times which are notified to the Customer) and unscheduled maintenance.
- 3.4. The Customer and/or its licensors own all Intellectual Property Rights in the Customer Content, and the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Content. Customer hereby grants Supplier a limited, irrevocable license to (i) internally use and modify (but not disclose) Customer Content for the purposes of providing the Services and generating Aggregated Data, and (ii) use and make available Aggregated Data for Supplier's business purposes (including without limitation, improving, testing, operating, promoting and marketing Supplier's products and services).

### 4. THIRD PARTY PROVIDERS

- 4.1. The Customer acknowledges that as part of using the Services, the Customer may be able to access the website content of third parties via third-party websites. The Customer accesses this information at its own risk.
- 4.2. Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third party website is between the Customer and the relevant third party, and not Supplier. Supplier has no control over third-party websites that interact with the Supplier Platform and has no responsibility or liability in the event that any third-party website withdraws access to it and/or blocks communications with the Supplier Platform.

### 5. SUPPLIER'S OBLIGATIONS

- 5.1. Supplier undertakes that the Services will conform to the description specified in the Order Form and to provide the Services with reasonable skill and care.
- 5.2. If the Services do not conform to the description in the Order Form, the Supplier will, at its expense, use all reasonable endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any non-conformance of the Services with their description.
- 5.3. Notwithstanding the foregoing:
  - 5.3.1. Supplier does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Supplier Platform, the Services, the Supplier Content, and/or the information obtained by the Customer through the Services will meet the Customer's requirements;
  - 5.3.2. Supplier is not responsible for any delays, delivery failures, or any other loss or damage

resulting from a fault in any communications network or facility outside the Supplier's control, including the internet;

5.3.3. Supplier is not responsible for any non-conformance or liable for any claims resulting from any Non Software Failure; and

5.3.4. use of the Services requires compatible devices, internet access and certain software including periodic updates. Performance may be affected if these are not available. High-speed internet access is strongly recommended for regular use and is required for video. The latest version of required software is recommended to access the Services and may be required to download certain features available on the Supplier Platform.

5.4. Supplier reserves the right to modify the Services at any time and Supplier will make available to the Customer all improvements from time to time made available by it to other customers.

5.5. The Services are (except as expressly provided in this Agreement) provided "as is" and "as available". All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

## 6. CUSTOMER'S OBLIGATIONS

6.1. The Customer warrants and represents that it has all necessary rights and authority to enter into this Agreement and, where relevant, that Customer has the right and authority to legally bind any entity or organization to the terms and obligations of this Agreement.

6.2. The Customer warrants that it shall:

6.2.1. comply with all applicable laws and regulations with respect to its activities under this Agreement;

6.2.2. ensure that the Authorised Users use the Supplier Platform in accordance with the terms and conditions of this Agreement and shall be responsible and liable for any Authorised User's breach of this Agreement;

6.2.3. obtain and shall maintain any and all necessary consents, permissions and licences necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services including any consents required from the Authorised Users; and

6.2.4. be solely responsible for procuring and maintaining its systems, network connections and telecommunications links to access the Supplier Platform.

## 7. CHARGES AND PAYMENT

7.1. As consideration for receipt of the Services, the Customer shall pay the Fees to Supplier for the Initial Term and any Renewal Term. By signing an Order Form the Customer is accepting an irrevocable purchase commitment for the Initial Term and any Renewal Term.

7.2. The Supplier may provide the Services to the Customer on a trial basis. In this case, no Order Form will apply and no Fee will be charged to the Customer. Supplier may terminate a trial at any time and will notify the Customer and/or the Authorised User when the trial is over.

7.3. On the expiry of the Initial Term or any Renewal Term, the Supplier shall, at its sole discretion, include a minimum increase in the Fees payable by the Customer in respect of any Renewal Term. The increase shall be chargeable on the 1 January following the most recently expired Initial Term or Renewal Term, at a minimum increase rate in accordance with the MSCI Europe Information Technology Index rate at the then given time. The Supplier shall not increase prices earlier than one year from the anniversary date of the most recent previous price adjustment.

- 7.4. The Fees are payable in advance. The Customer shall provide to Supplier valid, up-to-date and complete bank account information or purchase order information acceptable to Supplier and any other relevant valid, up-to-date and complete contact and billing details.
- 7.5. If the Supplier has not received payment in accordance with this Agreement:
  - 7.5.1. Supplier may, without liability to the Customer, disable the Customer's account and access to all or part of the Supplier Platform. Supplier shall be under no obligation to provide any or all of the Services while invoice(s) remain unpaid; and
  - 7.5.2. Supplier may charge interest at an annual rate equal to three percent (3%) over the then current base lending rate of the European Central Bank at the date the relevant invoice was issued.
- 7.6. All Fees stated or referred to in this Agreement:
  - 7.6.1. shall be payable in the currency specified in the Order Form;
  - 7.6.2. are non-cancellable and non-refundable; and
  - 7.6.3. are exclusive of value added tax or other applicable sales tax, which shall be added to Supplier's invoice(s) at the appropriate rate.
- 7.7. Supplier reserves the right to modify the Fees for the Services. Any increase in the Fees will apply to the next Renewal Term.

## 8. **CONFIDENTIALITY**

- 8.1. Each party may be given access to the Confidential Information of the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
  - 8.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
  - 8.1.2. was in the other party's lawful possession before the disclosure;
  - 8.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
  - 8.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence.
- 8.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, shall not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of 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. The Customer acknowledges that Supplier IP is the Confidential Information of Supplier. The Customer acknowledges and agrees that Supplier and/or its licensors own all Intellectual Property Rights in the Supplier IP. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Supplier IP.
- 8.5. Customer agrees that Supplier may publicise the existence of this working relationship as a statement of fact. Such publicity may include use of the Customer's logo, posting on the Supplier's website/social media and inclusion in marketing materials.

**9. PERSONAL DATA**

- 9.1. The Parties shall comply with the provisions of the data processing agreement attached hereto at Schedule 1. This Clause 9 shall only apply where the Customer is a business and not a natural person. Where the Customer is a natural person, the Customer should refer to Social Talent's Privacy Policy available at <http://www.socialtalent.com/privacy-policy>.

**10. INDEMNITY**

- 10.1. Subject to clause 11, Supplier shall defend the Customer against any third party claims that the Supplier IP infringes any copyright, trade mark or database right and shall indemnify the Customer for any amounts awarded against the Customer in judgement or settlement of such claims, provided that:
- 10.1.1. Supplier is given prompt notice of any such claim;
  - 10.1.2. the Customer provides reasonable co-operation to Supplier in the defence and settlement of such claim, at Supplier's expense; and
  - 10.1.3. Supplier is given sole authority to defend or settle the claim.
- 10.2. In the defence or settlement of any claim, Supplier may procure the right for the Customer to continue using the Supplier IP, replace or modify the Supplier IP so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement on two (2) days' notice to the Customer without any additional liability to the Customer as a result of such early termination.
- 10.3. In no event shall Supplier, its employees, agents and subcontractors be liable to the Customer to the extent that the alleged infringement is based on:
- 10.3.1. a modification of the Supplier IP by anyone other than Supplier;
  - 10.3.2. the Customer's use of the Services in a manner contrary to the instructions given to the Customer by Supplier or in breach of the terms of this Agreement;
  - 10.3.3. the Customer's use of the Services after notice of the alleged or actual infringement from Supplier or any appropriate authority; or
  - 10.3.4. any Non Software Failure.
- 10.4. The foregoing states the Customer's sole and exclusive rights and remedies, and Supplier's (including Supplier's employees', agents' and subcontractors') entire obligations and liability, for infringement of any intellectual property right.
- 10.5. The Customer shall defend and indemnify Supplier against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs, reasonable legal fees, and regulatory fines) arising out of or in connection with the Customer's breach of this Agreement, use of the Services other than in accordance with this Agreement, and/or any third party claims that the Customer Content infringes any copyright or trademark right.

**11. LIMITATION OF LIABILITY**

- 11.1. This clause 11 sets out the entire financial liability of Supplier (including any liability for the acts or omissions of its employees, contributing experts, agents and subcontractors) to the Customer.
- 11.2. Nothing in this Agreement limits or excludes the liability of Supplier, for death or personal injury caused by Supplier's negligence or for fraud or fraudulent misrepresentation.
- 11.3. Subject to clause 11.2:
- 11.3.1. Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits,



loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement (in each case whether reasonably foreseeable or not); and

- 11.3.2. Supplier's total aggregate liability in contract (including indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid by the Customer during the twelve (12) months immediately preceding the date on which the claim arose.

## 12. TERM AND TERMINATION

- 12.1. This Agreement shall, unless otherwise terminated as provided in this clause 12, commence on the Effective Date and shall continue for the Initial Term.
- 12.2. Supplier may grant access to the Supplier Platform on a trial basis under this Agreement. Such access may be terminated by Supplier at any time.
- 12.3. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement immediately and without liability to the other if:
  - 12.3.1. the other party is in material or persistent breach of any of its obligations under this Agreement and either that breach is incapable of remedy (as determined at the sole discretion of the non-breaching party), or the other party has failed to remedy that breach within twenty (20) Business Days after receiving written notice requiring it to remedy that breach. Any breach of the licensing provisions of this Agreement shall be deemed a breach incapable of remedy; or
  - 12.3.2. the other party is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction.
- 12.4. On termination of this Agreement for any reason:
  - 12.4.1. the User Licences granted under this Agreement shall immediately terminate;
  - 12.4.2. each party shall make no further use of any Confidential Information (and all copies of them) belonging to the other party; and
  - 12.4.3. Customers shall have twenty (20) Business Days to export the Customer Content using the Supplier Platform export to Excel function. Following this period Supplier may delete all Customer Content in its possession.
- 12.5. Any expiry or termination of this Agreement will not affect any accrued rights or liabilities of either party up to and including the date of such expiry or termination nor will it affect the coming into force or continuation in force of any other clauses and provisions of this Agreement which are expressly or by implication intended to come into force or continue in force on or after such termination.
- 12.6. Clauses 3.4 (Services), 8 (Confidentiality), 10 (Indemnity), 11 (Limitation of Liability), this clause 12, 13 (Force Majeure) and 14 (General Provisions) shall survive any expiry or termination of this Agreement.



**13. FORCE MAJEURE**

Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemic or default of suppliers or subcontractors, provided that the Customer is notified of such an event and its expected duration.

**14. GENERAL PROVISIONS**

- 14.1. 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.
- 14.2. This Agreement, and any documents referred to in it (including any Order Form), constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 14.3. Each of the parties acknowledge and agree that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.
- 14.4. The Customer shall not, without the prior written consent of Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 14.5. Supplier 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.
- 14.6. Any notice to be given under this Agreement will be in writing and addressed to the party at the address stated in the Order Form. Notices will be deemed given and effective:
  - 14.6.1. if personally delivered, upon delivery;
  - 14.6.2. if sent by an overnight service with tracking capabilities, upon receipt;
  - 14.6.3. if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or
  - 14.6.4. if sent by certified or registered mail, within five days of deposit in the mail.
- 14.7. The terms and conditions in an Order Form shall prevail over the terms and conditions in this Agreement to the extent of any conflict. Terms contained in any purchase order or acknowledgement will be of no effect, even if such acknowledgement provides that Supplier's acceptance of the purchase order is conditioned on Customer's agreement to the proposed terms contained in such purchase order or acknowledgement.
- 14.8. Supplier Services and Supplier Content is provided in the English language only by default. Translation services via voicing and/or subtitles may be agreed in an Order Form at an additional cost.
- 14.9. Each Party is in compliance and will remain in compliance with all applicable local, state and federal laws, statutes, codes, ordinances, orders, rules and regulations related to this Agreement and the Services (including but not limited to all applicable health, safety, and

environmental laws) for the duration of this Agreement. Each Party further agrees, represents and warrants as follows:

14.9.1 Each Party will comply with all applicable anti-bribery regulations during its performance of and in connection with this Agreement. It is the intent of the Parties that no payments or transfers of value by either Party to this Agreement will have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in, extortion, kickbacks, or other unlawful or improper means of obtaining business. Each Party hereby represents, warrants, and covenants that it and its owners, officers, directors, employees, agents, representatives, and subcontractors are fully aware of the provisions of the United States Foreign Corrupt Practices Act (“FCPA”), 15 U.S.C. §§78dd-1, et seq., as amended regarding, among other things, payments to government officials, and that they will perform under this Agreement and provide the Services in compliance with the FCPA and all applicable international, federal, state and local laws, including but not limited to all applicable bribery and corruption laws. Supplier reserves the right to terminate any Order Form or this Agreement immediately if Supplier reasonably determines that the Customer, is not in compliance with this clause;

14.9.2. Each Party will comply with all applicable wage and hour, anti-slavery and human trafficking laws, statutes, regulations and codes and will not engage in any activity, practice or conduct related to human trafficking or use child or forced labor in providing or receiving the Services. Supplier reserves the right to terminate any Order Form or this Agreement immediately if Supplier reasonably determines that the Customer is not in compliance with this clause or that its suppliers, subcontractors or other participants in its supply chain use slavery or child or forced labor or engage in human trafficking activities.

14.10. 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) shall be governed by, and construed in accordance with the laws of the Republic of Ireland.

14.11. The parties irrevocably agree that in relation to 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) the courts of the Republic of Ireland shall have exclusive jurisdiction.

**SCHEDULE 1**

**DATA PROCESSING AGREEMENT**

WHERE THE CUSTOMER IS A BUSINESS (NOT A NATURAL PERSON), THIS DATA PROCESSING AGREEMENT FORMS PART OF THE SUBSCRIPTION AGREEMENT (THE "AGREEMENT") ENTERED INTO BY THE CUSTOMER (AS DEFINED BELOW) AND FORMS A LEGALLY BINDING AGREEMENT BETWEEN THE CUSTOMER AND SOCIAL TALENT LIMITED A COMPANY INCORPORATED AND EXISTING UNDER THE LAWS OF THE REPUBLIC OF IRELAND (REGISTERED WITH COMPANY NUMBER 491073) WHOSE BUSINESS ADDRESS IS AT GROUND LEVEL, 1 KILMAINHAM SQUARE, DUBLIN 8, IRELAND (THE "SUPPLIER"). THIS IS A DATA PROCESSING AGREEMENT DESCRIBING THE AGREEMENT OF THE PARTIES RELATING TO THE PROCESSING OF PERSONAL DATA (AS DEFINED BELOW) UNDER THE AGREEMENT.

**1. DEFINITIONS AND INTERPRETATION**

1.1. The following definitions shall apply for the purposes of this Data Processing Agreement:

<b>Customer:</b>	means the Customer specified on the Data Record;
<b>Controller:</b>	has the meaning provided in the GDPR;
<b>Processor:</b>	has the meaning provided in the GDPR;
<b>Data Record:</b>	is the record of processing activities attached as Annex 1 to this Data Processing Agreement;
<b>GDPR</b>	means 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;
<b>Personal Data:</b>	has the meaning provided in the Privacy Laws;
<b>Privacy Laws:</b>	means all data protection and privacy laws applicable to the processing of Personal Data under the Agreement, including, where applicable, the GDPR; and
<b>Sub-Processor:</b>	means another Processor engaged by the Supplier (or a processor of the Sub-Processor) in carrying out processing activities in respect of the Personal Data on behalf of the Supplier and authorised by the Customer in accordance with this DPA and the Data Record.

**2. INTRODUCTION**

- 2.1. In the course of the Agreement, the Supplier will process and/or use Personal Data on behalf of the Customer. For the purposes of any Personal Data of EU residents, the Supplier acts as a Processor when providing the Services to the Customer and the Customer is the Controller.
- 2.2. This Data Processing Agreement specifies the obligations of the Parties when processing Personal Data as part of the Agreement.
- 2.3. Capitalised terms used in this Data Processing Agreement but not defined herein shall have the meaning provided in the Agreement.

**3. OBLIGATIONS OF THE SUPPLIER**

- 3.1. The Supplier will:

- 3.1.1. comply with the Privacy Laws in connection with all processing of Personal Data undertaken hereunder;
  - 3.1.2. process Personal Data provided for the Services only for the purposes of providing the Services and in compliance with the instructions of the Customer;
  - 3.1.3. ensure that all staff processing Customer Personal Data are subject to obligations of confidentiality to ensure that the Customer Personal Data is kept safe and secure;
  - 3.1.4. provide the Services to meet the technical and organizational measures specified as part of the Data Record. The Supplier may change the safety measures specified on the Data Record but must ensure that the level of protection does not thereby fall below the contractually stipulated level of protection;
  - 3.1.5. provide all information necessary for the purposes of any data protection impact assessment undertaken pursuant to Article 35 and Article 36 of the GDPR;
  - 3.1.6. notify the Customer, as soon as reasonably practicable, in the event of violations against laws and regulations relating to the protection of Personal Data or against the provisions of this Data Processing Agreement committed by the Supplier or the persons employed by the Supplier within the scope of the Agreement.
- 3.2. The name of the Supplier's and the Customer's designated contact for all data protection issues that fall within the scope of this Agreement is set out in the Data Record.
  - 3.3. When acting as a Processor the Supplier must not use the Personal Data transmitted to it for any purpose other than those stipulated in this Agreement or the Data Record.
  - 3.4. The Customer acknowledges that the Supplier may act as a Controller in relation to certain services provided to the Authorised Users for example including the Authorised Users on the Supplier's public list of certified graduates. These services are further described in the Supplier Privacy Statement available at <https://www.socialtalent.com/privacy-policy>.

#### 4. OBLIGATIONS OF THE CUSTOMER

- 4.1. The Customer will comply with the provisions of the GDPR in the context of its obligations as Controller to the extent applicable.
- 4.2. The Customer must notify the Supplier, if it identifies errors or irregularities relating to the requirements of the GDPR with regard to the processing activities under this Agreement.
- 4.3. The Customer must ensure, where applicable, that in connection with all Personal Data provided to the Supplier that it has complied with Article 6 of the GDPR to ensure that the Customer has a lawful basis for processing the Personal Data.
- 4.4. The Customer acknowledges that the Supplier is reliant on the Customer for direction as to the extent to which the Supplier is entitled to use and process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a data subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted from the instructions of the Customer.

#### 5. DATA SUBJECT ACCESS REQUESTS

- 5.1. If the Customer has an obligation to provide a data subject with information on the processing of their Personal Data, the Supplier will assist the Customer in making this information available. The Customer must request the Supplier's written assistance specifying the Personal Data required. The Supplier shall not respond directly to any data subject requests for information and shall refer the data subject to the Customer and immediately inform the Customer in writing about the details of any request received.

- 5.2. If an Authorised User requests the Supplier to correct, delete or block Personal Data, the Supplier shall refer the data subject to the Customer and inform the Customer in writing of the details of the request.

## 6. SUB-PROCESSORS

- 6.1. The Supplier must have all Sub-Processors approved by the Customer before providing any Personal Data to them for processing in connection with the Services.
- 6.2. The Customer approves the Sub-Processors specified in the Data Record and it is acknowledged that the Supplier may provide those approved Sub-Processors with Personal Data in order to provide the Services under this Agreement.
- 6.3. The Supplier must ensure that all processing undertaken with any Sub-Processor imposes materially the same data protection obligations on the Sub-Processor as are imposed on the Supplier under this Agreement.
- 6.4. The Data Record will specify any sub processors that the Customer agrees may be used by the Supplier in order to provide the Services. In the event that the Supplier is processing Personal Data of European citizens and the Supplier uses any sub processor situated in a country outside of the European Economic Area, or for which the European Commission has not determined that such country ensures an adequate level of protection, the Supplier will ensure a transfer method compliant with the GDPR is used to transfer the Personal Data.

## 7. AUDIT AND ASSESSMENT

- 7.1. The Supplier will allow its implementation and compliance with its obligations under this Data Processing Agreement to be audited by the Customer or an external auditor approved by the Customer at least annually. If and insofar as the audit indicates that the Supplier's compliance falls short on one or more aspects, the Supplier will make concrete proposals for improvements in this respect, if possible in the context of its continuous improvement program.
- 7.2. If the audit/assessment referred to in paragraph 7.1 identifies any gaps in the Suppliers processing activities which are not compliant with this Data Processing Agreement or the relevant Privacy Laws the Customer has the right to ask the Supplier to update the technical and organizational security measures taken so that they are in line with the relevant requirements. The Supplier will provide all reasonable cooperation and as soon as reasonably practicable implement the necessary modifications indicated by the Customer.

**ANNEX 1 – DATA RECORD**

<b>Customer:</b>		<b>Supplier:</b> Social Talent Limited	
<b>Customer Contact Name:</b>		<b>Supplier Contact Name:</b> Steve O'Donoghue	
<b>Processing carried out by Supplier:</b>	Basic user information will be processed in order to set up access rights and individual user accounts within the platform and provide the services to the users. This information can further be used for basic reporting and progress tracking.		
<b>Retention:</b>	The personal data will be processed for the duration of the Agreement and for thirty (30) days following termination.		
<b>Description of Data Subject:</b>	Customer's employees who use the Platform.		
<b>Personal Data processed as part of the Services:</b>	<b>Identifying:</b> User First Name and Last Name, Email Address <b>Professional and Learning:</b> Job Title, Company, Department, Learning Progress		
<b>Special Categories of Personal Data:</b>	None		
<b>Permitted Sub-Processors and transfers:</b>	<b>Sub processor</b>	<b>Services</b>	
	Codelabs, Opole, Poland	Product Development and 3 <sup>rd</sup> Level Support	
	Amazon Data Services, Dublin, Ireland	Data and backup centre	
	SendinBlue, Paris, France	Email service provider	
	Salesforce, Dublin, Ireland	Reporting and Analytics	
	Google Ireland, Dublin, Ireland	Email and cloud storage	
	Gainsight, Frankfurt, Germany	Customer success tool that helps our customers with user engagement.	
<b>Technical and Organisational Measures:</b>	Detailed documentation related technical and organisational measures around data privacy and information security available upon request.		