



**Update: 15 April 2024**

**PLEASE READ THESE LICENCE TERMS CAREFULLY**

This Licence is a legal agreement between you (the “Licensee” or “you”) and Social Talent Limited, a limited liability company incorporated in the Republic of Ireland (registered no. 491073), whose registered office is at The Academy, 42 Pearse Street, Dublin 2, D02 YX88 (the “Licensor”, “we” or “us”), (each a “Party” and together the “Parties”).

The terms of this Licence apply to your use of the Services. By accessing the Licensor Platform (as defined below) you acknowledge and agree to the terms that appear below and that these terms govern your use of the Services. By accessing the Licensor Platform, you also indicate acceptance of this Licence in full. Such acceptance is either on your own behalf or on behalf of any Corporate Licensee. You should therefore read this Licence carefully before accessing the Services. If you do not accept these terms, you should not access the Services.

**NOW IT IS AGREED** as follows:

**1. DEFINITIONS**

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

<b>Agreement:</b>	means the terms and conditions in this end user licence agreement;
<b>Aggregated Data:</b>	means data submitted to, collected by, or generated by Licensor in connection with Licensee’s use of the Services, but only in aggregate, de-identified form which is not linked specifically to Licensee or any individual Licensee.
<b>Business Day:</b>	means any day other than a Saturday, Sunday, or public holiday in Ireland, when banks in Dublin are generally open for business.
<b>Confidential Information:</b>	means information that is proprietary or confidential to the disclosing Party to the extent that a reasonable person would consider such information as confidential;
<b>Licensee:</b>	means the party to whom Licensor is to provide access to its platform pursuant to the Service Order Form (whether identified as “licensee”, “customer”, “client” “end user” or similar designation in the ordering document) and it also means those interviewee candidates, prospective, employees, employees, directors, agents and independent contractors of the Licensee who are authorised by Licensee to use the Services. If “Licensee” includes more than one legal person, the obligations imposed upon each shall be joint and several. The act of, notice from or to, or signature of any one or more of the persons included within “Licensee” shall be binding on all such persons with respect to all rights and obligations under this Agreement, including but not limited to any renewal, extension, termination, or modification of this Agreement;
<b>Licensee Content:</b>	means the data and content (if any) input by Licensee into the Licensor Platform to facilitate the Licensee’s use of the Licensor Platform;
<b>Effective Date:</b>	means the date you access the Services;



**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, 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 Licensor or with Licensor'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;

**Services:** means the services provided by Licensor under this Agreement including the provision of access to the Licensor Platform;

**Term:** means the period of time as agreed between you and Licensor, for the duration of which the Licence shall be and remain effective, and in the absence of an agreed period of time, means the duration of time when you the Licensee has access to the Licensor Platform;

**Licensor Content:** means the content (if any) made available on the Licensor Platform which includes video, audio, text or other materials created by, or for which the commercial rights are owned or licensed by, the Licensor and other documents;

**Licensor IP:** means all Intellectual Property Rights in the Licensor Content, the Licensor Platform and the Services and any updates or modifications thereto;

**Licensor Platform:** means the web based training platform licensed by Licensor to the Licensee as part of the Services including the Licensor IP and the Licensor Content; and

1.2. In this Agreement (except where the context otherwise requires):

1.2.1. use of the singular includes the plural and vice versa;

1.2.2. use of any gender includes the other genders;

1.2.3. 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

1.2.4. 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.

## 2. GRANT AND SCOPE OF LICENCE

- 2.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor grants to you a non-exclusive, non-transferable, revocable licence (“**Licence**”) to permit access to the Services during the Term, subject at all times to you being a Licensee. In consideration of you agreeing to abide by the terms of this Licence, the Licensor grants to you a non-exclusive, non-transferable, revocable licence to use the Software on the terms of this Licence for the Term and until terminated or expiration in accordance with this Licence.
- 2.2 You may not sub-license, assign or novate the benefit or burden of this Licence in whole or in part, or transfer your rights or your obligations under this Licence to another person or otherwise deal in any other manner with any or all of its rights and obligations under this Licence.
- 2.3 **Licensees.** The Licensee undertakes:
- 2.3.1 to use the Services for your personal or business purposes only;
  - 2.3.2 to ensure the Licence may only be used by a Licensee. Licensee acknowledges that sharing a Licence will be deemed a material breach of this Agreement which is not capable of remedy;
  - 2.3.3 that each Licensee shall keep a secure password for use of the Licensor Platform and shall keep that password confidential;
  - 2.3.4 to immediately notify the Licensor of any security breach of which the Licensee becomes aware. Licensor shall not be responsible for any losses arising out of the unauthorised use of the Licenses; and
  - 2.3.5 to maintain a list of current Licensees and provide such list to the Licensor upon request.
- 2.4 **Viruses and Illegal Activity.** The Licensee 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 **Licensor IP.** The Licensee 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 the Licensor 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 Licensor Platform;
  - 2.5.3 access all or any part of the Licensor Platform in order to build a product or service which competes with the Licensor Platform;
  - 2.5.4 use the Licensor 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 Licensor Platform available to any third party.

## 3. SERVICES

- 3.1 Licensor shall provide the Services to the Licensee on and subject to the terms of this Agreement during the Term.
- 3.2 Licensor shall use 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 Licensee) and unscheduled maintenance.
- 3.3 The Licensee and/or its licensors own all Intellectual Property Rights in the Licensee Content, and the Licensee shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Licensee Content. Licensee hereby grants Licensor a limited, non-transferable,



irrevocable license to (i) internally use and modify (but not disclose, other than to the customer designated in the ordering document) Licensee Content for the purposes of providing the Services and generating Aggregated Data, and (ii) use and make available Aggregated Data for Licensor's business purposes (including without limitation, improving, testing and operating, promoting and marketing Licensor's products and services). Licensor may remove Licensee Content from the platform at its sole discretion.

3.4 The Licensee acknowledges that as part of using the Services, the Licensee may be able to access the website content of third parties via third-party websites. The Licensee accesses this information at its own risk.

3.5 Licensor 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 Licensee, with any such third party. Any contract entered into and any transaction completed via any third party website is between the Licensee and the relevant third party, and not Licensor. Licensor has no control over third-party websites that interact with the Licensor 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 Licensor Platform.

#### 4 LICENSOR'S OBLIGATIONS

4.1 Licensor undertakes to provide the Services with reasonable skill and care.

4.2 Notwithstanding the foregoing:

4.2.1 Licensor does not warrant that the Licensee's use of the Services will be uninterrupted or error-free; nor that the Licensor Platform, the Services, the Licensor Content, and/or the information obtained by the Licensee through the Services will meet the Licensee's requirements;

4.2.2 Licensor 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 Licensor's control, including the internet or any third party intermediary who may impact the functioning of the Service;

4.2.3 Licensor is not responsible for any non-conformance or liable for any claims resulting from any Non-Software Failure; and

4.2.4 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 Licensor Platform.

4.3 Licensor reserves the right to modify the Services at any time, including refining functionality, and Licensor will make available to the Licensee all improvements from time to time made available by it to other Licensees provided that such modifications shall not result in a material reduction or alteration in the functionality of the Services.

4.4 The Services are 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.

#### 5 LICENSEE'S OBLIGATIONS



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

The Licensee warrants that it shall:

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

5.1.2 use the Licensor Platform in accordance with the terms and conditions of this Agreement and the Social Talent User Generated Content Terms and Conditions and shall be responsible and liable for any breach of this Agreement;

5.1.3 obtain and shall maintain any and all necessary consents, permissions and licences necessary for the Licensor, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services including any consents required from the Licensees; and

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

## 6 NO COMMITMENT

6.1 The Parties further mutually acknowledge that, except for this Agreement, no Party shall be committed to another Party in any way, or obliged to enter into any transaction, unless and until a further formal agreement is duly executed and delivered and that no Party is obligated in any way to enter into any such agreement.

## 7 CONFIDENTIALITY

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:

7.1.1 is or becomes publicly known other than through any act or omission of the receiving Party;

7.1.2 was in the other Party's lawful possession before the disclosure;

7.1.3 is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or

7.1.4 is independently developed by the receiving Party, which independent development can be shown by written evidence.

7.2 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.

7.3 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.

7.4 The Licensee acknowledges that Licensor IP is the Confidential Information of Licensor. The Licensee acknowledges and agrees that Licensor and/or its licensors own all Intellectual Property Rights in the Licensor IP. Except as expressly stated herein, this Agreement does not grant the Licensee any rights to, or in, the Licensor IP.

## 8 PERSONAL DATA

8.1 The Parties shall comply with the provisions of the data processing agreement attached hereto at



Schedule 1. The Licensee should refer to Social Talent's Privacy Policy available at <http://www.socialtalent.com/privacy-policy>.

## 9 INDEMNITY

- 9.1 In the defence or settlement of any third-party claim that the Licensor IP infringes any Intellectual Property Right, Licensor may procure the right for the Licensee to continue using the Licensor IP, replace or modify the Licensor IP so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement immediately without any liability to the Licensee or Licensor.
- 9.2 The foregoing states the Licensee's sole and exclusive rights and remedies, and Licensor's (including Licensor's employees', agents', and sub-contractors') entire obligations and liability, for infringement of any Intellectual Property Right.
- 9.3 Licensee shall defend the Licensor against any third-party claims that the Licensee Content infringes any Intellectual Property Right or breaches the Social Talent User Generated Content Terms and Conditions and shall indemnify the Licensor for any and all losses, costs or expenses arising out or in connection with such claims, provided that:
- 9.3.1 Licensee is given prompt notice of any such claim;
- 9.3.2 the Licensor provides reasonable co-operation to Licensee in the defence and settlement of such claim, at Licensee's expense; and
- 9.3.3 Licensee is given authority to defend or settle the claim.

## 10 LIMITATION OF LIABILITY

- 10.1 This clause 10 sets out the entire financial liability of the Licensor (including any liability for the acts or omissions of its employees, contributing experts, agents, and sub-contractors).
- 10.2 Nothing in this Agreement limits or excludes the liability of a Party for death or personal injury caused by that Party's negligence or for fraud or fraudulent misrepresentation or wilful misconduct.
- 10.3 Subject to clause 10.2, Licensor's total aggregate liability in contract, 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 Licensee to Licensor during the twelve (12) months immediately preceding the date on which the claim arose or \$10 US Dollars, whichever is the greater. This limitation of liability has effect in relation both to any liability expressly provided for under this Licence and to any liability arising by reason of the invalidity or unenforceability of any term of this Licence.
- 10.4 Subject to clause 10.2, Licensor 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).

## 11 TERM AND TERMINATION

- 11.1 This Agreement and Licence shall commence on the Effective Date and shall continue and be effective for the Term expiration, unless otherwise terminated as provided in this clause 11.



- 11.2 Without prejudice to any other rights or remedies to which the Licensor may be entitled, the Licensor may terminate this Agreement immediately and without liability to the Licensee if the Licensee is in 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 Licensor), or the Licensee has failed to remedy that breach within ten (10) 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.
- 11.3 Either Party may terminate this Agreement with immediate effect by written notice to the Other Party.
- 11.4 On termination of this Agreement for any reason:
- 11.4.1 the Licence granted under this Agreement shall immediately terminate and all rights granted to you under the Licence shall cease;
- 11.4.2 you must immediately cease all activities authorised by the Licence; and
- 11.4.3 each Party shall make no further use of any Confidential Information (and all copies of them) belonging to the other Party.
- 11.5 Any termination of this Agreement will not affect any accrued rights or liabilities of either Party up to and including the date of such 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.
- 11.6 Clauses 4 (Licensor's Obligations), 7 (Confidentiality), 9 (Indemnity), 10 (Limitation of Liability), this clause 11, and 12 (General Provisions) shall survive any expiry or termination of this Agreement.
- 12 GENERAL PROVISIONS**
- 12.1 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.
- 12.2 This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersedes all prior written and oral arrangements, understandings, representations, warranties and agreements between them relating to the subject matter they cover.
- 12.3 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 12.4 Licensor shall have no liability to the Licensee 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 Licensor 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.
- 12.5 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.
- 12.6 Licensee shall not, without the prior written consent of Licensor, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Licensor 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.
- 12.7 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:
- 12.7.1 if personally delivered, upon delivery;
  - 12.7.2 if sent by an overnight service with tracking capabilities, upon receipt;
  - 12.7.3 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
  - 12.7.4 if sent by certified or registered mail, within five days of deposit in the mail.
- 12.8 Licensor Services and Licensor Content is provided in the English language only by default. Translation services via revoicing and/or subtitles may be agreed at an additional cost.
- 12.9 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:
- 12.9.1 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. Licensor reserves the right to terminate this Agreement immediately if Licensor reasonably determines that the Licensee, is not in compliance with this clause;
  - 12.9.2. 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. Licensor reserves the right to terminate any this Agreement immediately if Licensor reasonably determines that the Licensee 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.
- 12.10 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.
- 12.11 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

**THIS DATA PROCESSING AGREEMENT FORMS PART OF THE END USER LICENCE AGREEMENT AND FORMS A LEGALLY BINDING AGREEMENT BETWEEN THE LICENSEE AND THE LICENSOR. 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>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 Licensor (or a processor of the Sub-Processor) in carrying out processing activities in respect of the Personal Data on behalf of the Licensor and authorised by the Licensee in accordance with this DPA and the Data Record.

#### 2. INTRODUCTION

- 2.1. In the course of the Agreement, the Licensor will process and/or use Personal Data on behalf of the Licensee. For the purposes of any Personal Data of EU residents, the Licensor acts as a Processor when providing the Services to the Licensee and the Licensee 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 LICENSOR

- 3.1. The Licensor 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 Licensee;
  - 3.1.3. ensure that all staff processing Licensee Personal Data are subject to obligations of confidentiality to ensure that the Licensee 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 Licensor 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 Licensee, 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 Licensor or the persons employed by the Licensor within the scope of the Agreement.
- 3.2. The name of the Licensor'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 Licensor 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 Licensee acknowledges that the Licensor may act as a Controller in relation to certain services provided to the Licensees. These services are further described in the Licensor Privacy Statement available at <https://www.socialtalent.com/privacy-policy>.

#### 4. OBLIGATIONS OF THE LICENSEE

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

#### 5. DATA SUBJECT ACCESS REQUESTS

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

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

## 6. SUB-PROCESSORS

- 6.1. The Licensee approves the Sub-Processors specified in the Data Record and it is acknowledged that the Licensor may provide those approved Sub-Processors with Personal Data in order to provide the Services under this Agreement.
- 6.2. The Licensor 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 Licensor under this Agreement.
- 6.3. In the event that the Licensor is processing Personal Data of European citizens and the Licensor 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 Licensor will ensure a transfer method compliant with the GDPR is used to transfer the Personal Data.

## 7. AUDIT AND ASSESSMENT

- 7.1. The Licensor will allow its implementation and compliance with its obligations under this Data Processing Agreement to be audited an external auditor at least annually. If and insofar as the audit indicates that the Licensor's compliance falls short on one or more aspects, the Licensor 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 Licensor's processing activities which are not compliant with this Data Processing Agreement, or the relevant Privacy Laws the Licensor may update the technical and organizational security measures taken so that they are in line with the relevant requirements.

## ANNEX 1 – DATA RECORD

<b>Licensor Contact Details:</b>	Geraint Jenkins Data Privacy Officer security@socialtalent.com	
<b>Processing carried out by Licensor:</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>	Licensee who uses the Licensor Platform.	
<b>Personal Data processed as part of the Services:</b>	<b>Identifying:</b> User First Name and Last Name, Email Address, IP 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 Limited	Data and backup centre
	SendinBlue, Paris, France	Email service provider
	Salesforce, Dublin, Ireland	Reporting and Analytics
	Google Ireland (Dublin 4, Ireland)	Email and cloud storage
	Gainsight (Frankfurt, Germany)	Licensee success tool that helps our Licensees with user engagement.
<b>Technical and Organisational Measures:</b>	Detailed technical and organisational documentation is available on request.	