

PEOPLEFLUENT

SUBSCRIPTION SERVICES AGREEMENT

For the Instilled LXP and any other agreed Application

Standard Terms and Conditions Schedule

This Subscription Services Agreement is between the PeopleFluent group company identified in the Sales Order Form ("PeopleFluent") and the ("Client") and describes the terms and conditions pursuant to which PeopleFluent, as an authorized Instilled reseller, will provide the Services to the Client. By use of the Services, Client agrees to be bound by the terms and conditions of this Agreement.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Affiliate" means at any time a party that, directly or indirectly, partially or fully controls, is partially or fully controlled by, or is under partial or full common control with, either of the parties to this Agreement, including but not limited to direct and indirect subsidiaries of an ultimate parent holding company. For purposes of this Agreement, PeopleFluent Affiliates shall include any companies in the (former) NetDimensions group of companies or otherwise part of the Learning Technologies Group.

"Agreement" means this PeopleFluent Subscription Services Agreement for the Instilled LXP and any other agreed Application to which the Client is required to agree before using the Services comprising the Sales Order Form(s) and this Standard Terms and Conditions Schedule.

"Application(s)" means the Instilled LXP software application(s) and, where so agreed in the Sales Order Form, any other indicated software application(s), as made available by PeopleFluent or any of its Affiliates to the Client through the Subscription Services.

"Authorized Users" means up to the agreed quantity of employees, agents, contractors or such other category of users as agreed in a Sales good for you Form of the Client and its Affiliates, issued with passwords by the Client's Instilled account or system owner to access and use the Subscription Services in accordance with this Agreement.

"Authorized Support Contacts" means the Client's Subscription Services system administrator(s).

"Bandwidth" means the rate of data transfer, bit rate or throughput to our systems paid for by the Client as identified in the Sales Order Form as may be varied by PeopleFluent pursuant to this Agreement.

"Business Hour" means an hour during Normal Business Hours.

"Client" means the entity that wishes to access and use the Subscription Services, as indicated in the Sales Order Form.

"Client Content" means the (personal) data, information and (video) material uploaded, created in, or input to the Subscription Services and stored by PeopleFluent or its Affiliates on behalf of the Client within the Subscription Services.

"Confidential Information" means all (1) Client Content and (2) information concerning the business, finances, technology, clients or commercial affairs of a party or its clients which, by its nature, would be reasonably known to be confidential.

"Fees" means the annual fees or other fees payable for the Services by the Client to PeopleFluent specified in the Sales Order Form or separately agreed upon, as may be varied by PeopleFluent pursuant to clause 6.5 of this Agreement.

"Hosting Facility" means any third-party hosting facility or facilities used by PeopleFluent or its relevant Affiliate in providing the Subscription Services (currently with Amazon Web Services) as may be changed from time to time by PeopleFluent or its relevant Affiliate in accordance with this Agreement.

"Initial Term" means as defined in the Sales Order Form, or by lack of such definition, 12 months from the Start Date.

"Intellectual Property Rights" means patents, trademarks, internet domain names, service marks, registered designs, applications for registration of any of the foregoing, copyright, database rights, design rights, trade and business names and any other similar protected rights in any country.

"Normal Business Hours" means between 09:00 and 17:00 UK time on weekdays, not including any UK public holidays.

"Renewal Term" means as outlined in clause 12 or as otherwise defined in the Sales Order Form.

"Sales Order Form" means the order form, purchase order, signature page, webpage, and/or statement of work referencing this Agreement and specifying the relevant agreed commercial terms (including the Fees, and detail of the Application(s) to be made available through the Subscription Services) as accepted by the Client prior to the Start Date. The Sales Order Form may be attached to this Agreement or may be included in a separate (digital) document(s) or website making reference to this Agreement.

"Services" means any service rendered to Client by PeopleFluent or its relevant Affiliate under this Agreement, as specified in the Sales Order Form or agreed upon separately, including (1) providing the Client access to the Subscription Services, and (2) the Support Services.

"Service Documentation" means the applicable parts of the description of the Subscription Services made available by PeopleFluent to the Client as may be varied or amended from time to time by PeopleFluent or its relevant Affiliate.

"Service Level Terms" means the service level terms specified in clause 4 as part of the Services under this Agreement.

"Start Date" means the date set out in the Sales Order Form, or, if earlier or in the absence of a date being specified, the first date on which one or more Authorised Users are given access to the Subscription Services.

"Storage Capacity" means the maximum storage capacity within the Subscription Services to be used by, and paid for by the Client, as identified in the Sales Order Form, or, where not so specified, as determined by PeopleFluent.

"Subscription Services" means the Application-based Subscription Services as made available by PeopleFluent or its relevant Affiliate(s) to the Client, for its access and use subject to the terms and conditions of this Agreement.

"Support Services" means the Subscription Services support services described in this Agreement.

"Term" means the term of this Agreement.

"Year" means a 12-month period starting from the Start Date or each subsequent anniversary thereof.

1.2 Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

1.4 Anything agreed in a Sales Order Form takes priority over the terms and conditions set out in this Standard Terms and Conditions Schedule. Except as set out in this Agreement, no other terms shall apply, even where specified in the Client's purchase order or otherwise.

2 PROVISION OF THE SERVICES

2.1 In consideration of the payment of the applicable Fees and subject to the terms and conditions (including any quantity restrictions) of this Agreement, PeopleFluent or its relevant Affiliate shall for the duration of this Agreement provide the Client with, as applicable:

- 2.1.1 access to the Subscription Services and the right to use the Subscription Services for its internal business purposes by its Authorized Users;
- 2.1.2 subject to any agreed Authorized User and Bandwidth quantity restrictions;
- 2.1.3 the Support Services;
- 2.1.4 the Storage Capacity; and
- 2.1.5 such other Services as may be agreed in the Sales Order Form, or otherwise agreed between the parties in writing.

2.2 Any services or resources provided by PeopleFluent or its relevant Affiliate in addition to those referred to in clause 2.1 shall be charged to the Client on a time and materials basis (on PeopleFluent's or its relevant Affiliate's standard rates as notified to the Client) or on such other basis and subject to such terms and conditions as may be mentioned on the Sales Order Form or separately agreed between the parties in writing.

2.3 Client Content is only available through the Subscription Services for the Term and, subject to the terms and conditions of this Agreement, shall, subject to clause 10, be deleted by PeopleFluent after the termination of this Agreement.

2.4 PeopleFluent and its relevant Affiliate(s) may implement changes, updates, upgrades and/or enhancements to the Services from time to time ("Changes"). Changes to the Subscription Services shall normally be scheduled with advance notice. The Intellectual Property Rights in the Changes shall remain with and vest in PeopleFluent and/or its licensors.

3 ACCESS TO THE SUBSCRIPTION SERVICES

3.1 The Client shall during the Term have a non-exclusive, limited, non-transferable, non-sublicensable right to use the Services and to allow Authorised Users to access and use the Subscription Services throughout the term of this Agreement for its legitimate internal business purposes, subject however to the agreed quantity restrictions included in this Agreement.

3.2 PeopleFluent or its relevant Affiliate(s) will provide the Client with access to the Subscription Services from the Start Date at the administrator level which will allow the Client to configure the Subscription Services and assign usernames and passwords that will allow Authorized Users to access and use the Subscription Services at the level selected by the administrator.

3.3 The Client shall be responsible for any unauthorized use of the Subscription Services. PeopleFluent or its relevant Affiliate will take reasonable steps to prevent unauthorized use of the Subscription Services.

3.4 The Client is responsible for ensuring that: (i) the Authorized Users have adequate access to the internet, (ii) the Client's systems and firewalls do not hinder or prevent access to the Subscription Services, (iii) the Authorized Users have an up to date browser supported by the Subscription Services (as identified in the Service Documentation).

3.5 PeopleFluent or its relevant Affiliate shall use industry recognised virus protection software in the operation the Subscription Services.

3.6 PeopleFluent shall be entitled to suspend the Client's access to the Subscription Services: (i) on reasonable notice to the Client for such period as may be reasonably required for maintenance, repairs and/or improvements; and (ii) without prior notice to the Client for exceptional operational reasons, and in such circumstances PeopleFluent shall, if requested, provide the Client with an explanation for any such suspension.

3.7 PeopleFluent or its relevant Affiliate shall use commercially reasonable efforts to prevent unauthorised access to the Client Content and Subscription Services. The Client

acknowledges that the Subscription Services and data transmitted to the Services are provided via the internet, a publicly-available computer network, and that such publicly-available networks are susceptible to failure, attack and hacking.

4 SUPPORT SERVICES AND SERVICE LEVEL TERMS

4.1 PeopleFluent’s Support Services and Service Level Terms are set out in this Clause 4 provided they may be further specified in the Sales Order Form. PeopleFluent reserves the right to amend the Support Services and Service Level Terms at any time, so long as the amendment does not have a material adverse effect on the Client. The Service Level Terms are limited to those events and service levels within PeopleFluent’s (or its relevant Affiliate(‘s)(s’)) commercially reasonable control and do not include events or services or security failures resulting from any actions or inactions of the Client or any third parties not under PeopleFluent’s or its relevant Affiliate(‘s)(s’) direct control (including but not limited to Client and third-party equipment and internet or telecommunications providers).

4.2 Service availability is defined as the amount of time that the Subscription Services are available to the Client and capable of performing operations, excluding Scheduled Maintenance Down-Time (as defined below) and non-availability caused by the actions or inactions of the Client. Non-availability is the amount of time (excluding Scheduled Maintenance Down-Time) that the Subscription Services are either not available or not capable of performing operations. The Subscription Services will be available 99% of the time calculated over each Year.

4.3 The Client accepts that PeopleFluent or its relevant Affiliate(s) will require scheduled down-time periods from time to time to perform system maintenance, backup and upgrade functions for the Subscription Services (“Scheduled Maintenance Down-Time”).

4.4 PeopleFluent or its relevant Affiliate(s) will use its reasonable endeavours to ensure that Scheduled Maintenance Down-Time is at times and for periods which minimize inconvenience to the Client. The measurement for Scheduled Maintenance Down-Time is the time elapsed from when the Subscription Services become unavailable to perform operations to the time when the Subscription Services becomes available to perform operations again.

4.5 PeopleFluent or its relevant Affiliate(s) shall only provide support to the Client's Authorized Support Contacts only using PeopleFluent’s relevant ticketing system or such other means as communicated by PeopleFluent.

4.6 Support requests can be made and shall normally be responded to by PeopleFluent or the applicable Affiliate(s) between Normal Business Hours.

4.6 PeopleFluent will in its sole discretion prioritize support requests related to the Subscription Services into four levels, as follows:

LEVEL	DESCRIPTION	RESPONSE TIME
CRITICAL	All users and/or critical functions affected. Subscription Services completely unavailable	1 Business Hour
SEVERE	Large number of users and/or critical functions affected	2 Business Hours
MEDIUM	Limited number of users and/or functions affected. Business processes can continue	8 Business Hours

MINOR	Few users and/or functions affected. Business processes can continue	16 Business Hours

4.7 “Response Time” refers to the response time by which PeopleFluent or its relevant Affiliate(s) shall endeavor to communicate (by email, online case management system or telephone, as applicable) with the Client in respect of the reported support request. It does not refer to the time in which the reported problem will be resolved by PeopleFluent or its relevant Affiliate(s). Response Times are calculated on the basis of Business Hours, e.g., if PeopleFluent receives a Medium ticket at 17:00 UK time, we shall endeavor to respond before 17:00 UK time the next business day.

4.8 Subject to Clause 4.10, PeopleFluent shall provide its reasonable efforts to resolve Critical and Severe tickets as soon as reasonably possible and any other tickets as soon as practicable. PeopleFluent shall also provide its reasonable efforts to communicate ticket progress to the Client from time to time.

4.9 When reporting an error or fault in, or connection with the Subscription Services, the Client shall provide sufficient material and information to enable PeopleFluent or its relevant Affiliate(s) to duplicate or identify the error or fault being reported by the Client, and PeopleFluent or its relevant Affiliate shall only be held to address such error or fault after notification of the same by the Client.

4.10 PeopleFluent shall not be obliged to provide support in respect of:

- 4.10.1 any error or fault attributable to Force Majeure (as defined below);
- 4.10.2 incorrect use of, or damage to the Services from whatever cause other than any act or omission by PeopleFluent or its relevant Affiliate(s), or any party under their control;
- 4.10.3 Client’s failure to maintain the necessary environmental conditions for use of the Subscription Services; and/or
- 4.10.4 breach of the Client’s obligations under this Agreement.

4.11 Unless where so explicitly stated in a Sales Order Form, Support Services do not include:

- 4.11.1 Client or Authorized Users training;
- 4.11.2 Client custom themes and functionality; and/or
- 4.11.3 Third-party functionality that has been developed and made available to the Client within or in conjunction with the Subscription Services.

4.12 To the extent additional Support Services have been agreed upon in a Sales Order Form or otherwise, PeopleFluent shall provide its reasonable efforts to provide such services in accordance with the relevant Sales Order Form without any guarantee that any results envisaged by the Client will be achieved, except where so expressly otherwise agreed in writing.

5 FEES AND PAYMENT

5.1 The Client shall pay PeopleFluent all Fees within thirty (30) days of the date of receipt of invoice, without deduction, set-off or counterclaim. If Customer requires a purchase order (P.O.), it shall be provided when the Order Form or SOW is signed. In no event shall Customer's failure or delay in providing a P.O. alter its payment obligations under the relevant Order Form or SOW. All Fees are exclusive of all applicable taxes such as VAT which shall, if applicable, be payable in addition. Unless expressed otherwise in the Sales Order Form, the Fees shall be payable annually

in advance.

5.2 If the Client does not make payment by the due date, PeopleFluent may, without prejudice to any other rights and remedies at its option, suspend the Client's access to the Subscription Services until payment is received. PeopleFluent reserves the right to charge the Client interest in respect of the late payment of any sum due under this Agreement (as well as before judgment) at the rate of six percent (6%) per annum above the base rate of Barclays Bank plc from the due date therefore until payment

5.3 Where the Client wishes to dispute an invoice or part of an invoice it will do so as soon as reasonably practicable and in any event within fifteen (15) working days of receipt of the applicable invoice after which period its right to dispute an invoice shall lapse.

5.4 PeopleFluent may at the end of the Initial Term, applicable Renewal Term and/or applicable subscription period, increase the Fees with at least ninety (90) days' advance notice in writing.

6 WARRANTIES

6.1 PeopleFluent hereby warrants to the Client that it and its relevant Affiliate(s) will provide the Services:

- 6.1.1 with reasonable skill and care;
- 6.1.2 using appropriately qualified and experienced personnel; and
- 6.1.3 in accordance with all laws applicable to its obligations under this Agreement.

6.2 The Client hereby warrants to PeopleFluent that:

- 6.2.1 it will use reasonable commercial endeavours, including using up-to-date virus-checking routines, to ensure that its data and content transmitted to the Services remain free from viruses and other malicious code;
- 6.2.2 in using the Services it will comply with all applicable laws; and
- 6.2.3 it will not upload any material or content through the Subscription Services which causes or may reasonably cause harm to PeopleFluent's or its relevant Affiliate's servers or to the provision of the Services.

7 THE CLIENT'S PARTICIPATION

7.1 The Client shall ensure that its computer systems used for accessing and using the Subscription Services meet the minimum requirements as required by and made known to the Client by PeopleFluent or its relevant Affiliate(s).

7.2 The Client shall each time provide PeopleFluent in a timely fashion with such assistance and information as PeopleFluent may reasonably require in the set up and provision of the Services.

7.3 The Client is responsible for all Client Content and acknowledges that PeopleFluent or its relevant Affiliate(S) is not obliged to but may screen and/or monitor the Client Content.

7.4 The Client shall ensure that:

- 7.4.1 Client Content does not contain any material that is defamatory, discriminatory, obscene, offensive or reasonably likely to cause offence;
- 7.4.2 it has all necessary rights, authorisations, licences and consents to upload, input and/or create the Client Content to/in the Subscription Services; and
- 7.4.3 the Subscription Services are not to be used for file sharing purposes or any other purposes that may adversely impact PeopleFluent's or its relevant Affiliate('s)(s') servers and systems.

PeopleFluent or its relevant Affiliate(s) may temporarily suspend or limit all or any part of the Services where it, in its sole option, determines that this clause is being breached by the Client.

7.5 PeopleFluent reserves the right, in its sole discretion, to take such action as it considers appropriate with regard to any Client Content which may give rise to a claim against

PeopleFluent or its relevant Affiliate(s) or which it considers to be defamatory, discriminatory, obscene, offensive, illegal or reasonably likely to cause offence.

7.6 A fair use policy shall apply in regard to all aspects of the Services and PeopleFluent may temporarily suspend or limit all or any part of the Services where it, in its sole option, determines that such policy is being violated.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 The Client acknowledges that all Intellectual Property Rights in (any and all parts of) the Application, the Service Documentation, the Subscription Services and all other parts of the Services, including but not limited to the structure and arrangement of the Client Content within the Subscription Services, shall vest in and be the property of PeopleFluent, its relevant Affiliate(s), or its licensors (as applicable). The Client will not obtain any rights in (any part of) the Subscription Services, the Application, the Service Documentation, and/or all other parts of the Services other than those expressly granted to it under this Agreement.

8.2 Subject to clause 8.1, nothing in this Agreement or the use of (any part of) the Services by the Client and its Authorized Users shall transfer ownership of any Intellectual Property Rights in the Client Content to PeopleFluent or any of its Affiliates. All Intellectual Property Rights in the Client Content shall be and remain the property of the Client or its licensors (as applicable). The Client hereby grants PeopleFluent and its relevant Affiliate(s) a revocable, non-exclusive, limited, royalty free, non-transferable licence to use, store and process the Client Content as part of the Services for the duration of, and the purposes as envisaged by this Agreement.

9 INDEMNITIES

9.1 PeopleFluent shall defend and indemnify the Client and keep the Client indemnified against any and all losses, damages and reasonable and verifiable costs and expenses incurred by the Client and arising out of any and all actions, claims or proceedings by a third party alleging that use by the Client of the Subscription Services (but not any Client Content stored therein) in accordance with this Agreement infringes such third party's Intellectual Property Rights ("a Claim") provided that: (i) the Client shall immediately notify PeopleFluent if a Claim is made against the Client and agrees to grant to PeopleFluent exclusive control of the Claim including the settlement thereof; (ii) the Client shall at the request and expense of PeopleFluent afford to PeopleFluent, and/or the relevant Affiliate all reasonable assistance for the purpose of contesting, negotiating or settling the Claim; (iii) the Client shall not make any admissions (save where required by court order or governmental regulations) which may be prejudicial to the defence or settlement of the Claim without the approval of PeopleFluent (not to be unreasonably withheld or delayed). If there is a Claim, PeopleFluent, and/or the relevant Affiliate may: (a) take such action as it considers appropriate in its sole discretion, including but not limited to changing the Subscription Services to avoid or settle any such Claim, (b) (partly) suspend the Client's use of the Subscription Services in which case PeopleFluent shall extend the contracted subscribed-for period of use by the period of suspension and the renewal date shall be adjusted accordingly, and/or (c) (partly) terminate Client's use of the Subscription Services in which case PeopleFluent shall pay the Client an amount equivalent to the unused part of the contracted subscription period calculated on a straight line basis.

9.2 The Client shall indemnify PeopleFluent, gomo learning Limited and any other relevant PeopleFluent Affiliate(s) ("Indemnified Parties") and keep the Indemnified Parties indemnified against any and all losses, damages and reasonable and verifiable costs and expenses incurred by the Indemnified Parties and arising out of any and all actions, claims or proceedings by a third party alleging that the possession, processing, publishing, storage or use by (any of) the Indemnified Parties of the Client Content in accordance with this Agreement infringes such third party's Intellectual Property Rights ("a Claim") provided that: (i) PeopleFluent shall as soon as reasonably practicable notify the Client if a Claim is made against (any of) the Indemnified Parties

and agrees to grant to the Client exclusive control of the Claim including the settlement thereof (not to (any of) the Indemnified Parties' detriment); (ii) PeopleFluent shall at the request and expense of the Client afford to the Client reasonable assistance for the purpose of contesting, negotiating or settling the Claim; (iii) PeopleFluent shall not make any admissions (save where required by court order or governmental regulations) which may be prejudicial to the defence or settlement of the Claim without the approval of the Client (not to be unreasonably withheld or delayed).

10 DATA PROTECTION

10.1 As part of the Services, PeopleFluent and/or its relevant Affiliate(s) process certain personal data, as defined in the EU General Data Protection Regulation (Regulation 2016/679) ("GDPR") on the Client's behalf. The parties agree in this regard that the Client shall be considered the data controller and PeopleFluent and/or its relevant Affiliate(s) will be the data processor, and the following shall apply:

- 10.1.1 The nature and purpose of the personal data processing hereunder shall comprise the storage and processing of Client-controlled personal data in and through the Services as stated herein, for the duration of this Agreement and for the Client's legitimate internal learning related business purpose. PeopleFluent and/or its relevant Affiliate(s) may also provide Support Services to the Client's Authorized Users as outlined herein which may comprise PeopleFluent and/or its relevant Affiliate(s) accessing and processing Client-controlled personal data;
- 10.1.2 The categories of personal data included in the processing hereunder may include Authorized Users' names, email addresses and assessment results, video images, as well as other elearning related personal data of Authorized Users, each time as determined by the Client;
- 10.1.3 The Client, as data controller, has processed and will continue to process the relevant personal data in accordance with the relevant provisions of the applicable data protection laws, and confirms that the processing does not violate those laws. The Client warrants that it is entitled to transfer the relevant personal data to PeopleFluent and any of its Affiliates under this Agreement and the Clauses so that PeopleFluent and any of its Affiliates (and its subprocessors) may lawfully process the personal data in accordance with this Agreement on the Client's behalf. No special categories of personal data shall be used within the Services by the Client;
- 10.1.4 PeopleFluent and its Affiliates will process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Client from time to time. The parties agree that the documented instructions are set out in this Agreement or may otherwise be agreed in connection with the performance of this Agreement, such as pursuant to support requests raised by the Client;
- 10.1.5 Each party shall take and maintain throughout the term of the Agreement appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage, and PeopleFluent shall take any measures required pursuant to Article 32 of the GDPR;
- 10.1.6 taking into account the nature of the processing, PeopleFluent shall assist the Client by appropriate technical and organizational measures, insofar as this is reasonably possible and each time subject to such reasonable charge as may be agreed, for the fulfilment of the Client's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- 10.1.7 PeopleFluent shall reasonably assist the Client (at the Client's costs and expense) in ensuring compliance with the obligations pursuant to this clause 10 and Articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information

- available to PeopleFluent;
- 10.1.8 PeopleFluent shall ensure that persons authorized to process the Client's personal data have committed themselves to appropriate obligations of confidentiality;
- 10.1.9 PeopleFluent shall promptly inform Client if any of the Client's personal data processed by it are lost or destroyed or become damaged, corrupted, or unusable due to PeopleFluent's fault or omission and it becomes aware of the same;
- 10.1.10 PeopleFluent shall promptly inform the Client if, in its opinion, an instruction by the Client in regard to processing of the Client personal data infringes the GDPR or other applicable data protection laws or regulations;
- 10.1.11 PeopleFluent and its relevant Affiliate(s) shall not engage another processor without the prior written consent of the Client (not to be unreasonably withheld or delayed) and only on terms which reflect the provisions of this Agreement, provided that the Client hereby provides its general consent to PeopleFluent's (relevant Affiliate(s)'s) engagement of:
- 10.1.11.1 any other processor that is also a member of the Learning Technologies Group of companies (www.ltgplc.com), including but not limited to gomo Learning Limited, gomo learning, Inc. (www.gomolearning.com), Watershed Systems, Inc., and Rustici Software, LLC (www.rusticisoftware.com);
 - 10.1.11.2 EastBanc Technologies, LLC, of 3312 M. Street, NW, Washington DC 20007, United States (www.eastbanctech.com);
 - 10.1.11.3 any third party hosted infrastructure provider it may require in the performance of the Services (PeopleFluent currently uses Amazon Web Services (www.aws.amazon.com));
 - 10.1.11.4 any processor involved in the provision of a client support ticketing system to register Client support queries under this Agreement (PeopleFluent currently uses Zendesk (www.zendesk.com) and Jira (www.atlassian.com));
 - 10.1.11.5 any processor involved in the provision of Customer Relationship Management (and related) systems (PeopleFluent currently uses Salesforce (www.salesforce.com) and Pardot (www.pardot.com));
 - 10.1.11.6 such other processor as included in the overview here: <https://www.peoplefluent.com/terms-and-conditions>;
- Where any change in the use of the (sub)processors named under 10.1.11.1-10.1.11.6 is planned, PeopleFluent shall inform the Client in advance, and where the Client objects to such a change (acting reasonably), the Client shall need to promptly notify PeopleFluent and in such case the parties shall have a good faith discussion to determine how such objections may be addressed;
- 10.1.12 PeopleFluent shall comply with its obligations included in Art. 28(4) of the GDPR;
- 10.1.13 PeopleFluent shall, at the option of the Client, following expiry or earlier termination of this Agreement, either delete or return to the Client all Client Content, and shall delete all existing copies of such Client Content unless otherwise required by law, provided that where the Client within 30 days from expiry or earlier termination of this Agreement has not indicated its choice to PeopleFluent, its choice shall be deemed to be deletion of all Client Content, and PeopleFluent shall in such case delete all Client Content in its possession in accordance with its internal data retention policies;
- 10.1.14 PeopleFluent shall reasonably assist the Client (at a reasonable charge, each time as to be agreed) in fulfilling its obligations to respond to requests for exercising the data subjects' (as defined in the GDPR) rights set out in Chapter III of the GDPR; and
- 10.1.15 PeopleFluent shall make available to the Client all information reasonably necessary, and, subject to reasonable advance written notice and not more than once a year, contribute to audits and inspections reasonably carried out by the Client or on its behalf,

at the Client's cost (reasonable charges as to be agreed shall apply), to demonstrate PeopleFluent's compliance with Article 28 of the GDPR and this clause 10.

10.2 Some of the processing Services referred to in this clause 10 may require transfer of personal data to servers, offices or facilities of PeopleFluent or its relevant Affiliate outside of the European Economic Area. Also, some of PeopleFluent's (sub-)processors as listed above are based outside of the European Economic Area. To provide for this and in accordance with the requirements included in the GDPR, the parties agree on the attached Standard Contractual Clauses ("the Clauses") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the Client to PeopleFluent the personal data specified in Appendix 1 to the Clauses. For the avoidance of doubt, PeopleFluent has the authority to enter into the Clauses on behalf of all data importers included in the Clauses.

11 LIMITATION OF LIABILITY

11.1 This clause 11 sets out the full extent of the entire financial liability of PeopleFluent and its Affiliates (including any liability for the acts or omissions of their respective employees, agents, Affiliates and subcontractors) to the Client under or in connection with this Agreement no matter how such liability arises and whether for breach of contract, tortious acts or omissions (not limited to negligence) or breach of statutory duty.

11.2 A party's liability to the other party for death or personal injury resulting from its negligence or for fraudulent misrepresentation shall not be limited.

11.3 PeopleFluent and its Affiliate(s) shall have no liability to the Client in respect of the Client's or Authorized Users' inability to access the Subscription Services, or errors in the functioning of the Subscription Services or Application(s) which are attributable to: (i) an Event of Force Majeure (see clause 14.5); (ii) Client's violation of, or non-compliance with clause 7.1; (iii) operator error; and/or (iv) provision of insufficient and/or incorrect information by the Client to PeopleFluent or gomo Learning Limited.

11.4 Subject to clause 11.2, PeopleFluent and its Affiliates shall not be liable to the Client for: any indirect or consequential loss or damage; loss of profits; loss of business; loss of reputation; depletion of goodwill; and, subject to clause 11.5 (ii), any loss of, damage to or corruption of Client Content.

11.5 Subject to clause 11.1, PeopleFluent's and its Affiliates' liability in respect of: (i) damage to the Client's tangible property resulting directly from PeopleFluent's, gomo Learning Limited's, and/or its relevant Affiliate's negligence or that of their employees shall not exceed £500,000 for any one event or series of connected events; (ii) any loss of, damage to or corruption of Client Content due to PeopleFluent's or its relevant Affiliate('s)(s') fault or omission shall be limited to reconstituting the same so far as is reasonably possible (iii) impaired or no access to the Subscription Services which exceeds the availability levels stated in clause 4 in any Year shall not exceed the total of Fees paid by the Client to PeopleFluent for the Subscription Services for such Year proportionate to such excess calculated on a straight line basis; (iv) any indemnity obligation under this Agreement shall be limited to £100,000; and, any and all other losses not covered by the foregoing shall not exceed, in aggregate, 100% of the Fees paid by the Client for the Subscription Services under this Agreement for the Year in which the incident giving rise to the liability occurred and if more than one incident gives rise to the same liability then the Year in which the first in the series of incidents occurred.

11.6 Unless expressly set out in this Agreement, all conditions, warranties, representations (unless made fraudulently) or other terms implied by statute or law are excluded to the fullest extent permitted by law.

12 TERM AND TERMINATION OF THIS AGREEMENT

12.1 This Agreement shall come into force on the Start Date and will, subject to the

remainder of this clause, continue for the Initial Term, and, unless otherwise agreed in writing, any Renewal Term, unless terminated earlier pursuant to this clause 12. This Agreement shall following the Initial Term continue on a Year-to-Year basis (each subsequent Year in such case being a "Renewal Term") unless or until terminated by either party effective the last day of a Year on not less than 30 days' written notice to the other party. PeopleFluent may terminate this Agreement immediately by notice to the Client if the Client: (i) fails to pay to PeopleFluent any amounts payable under this Agreement as they fall due (provided that PeopleFluent, prior to exercising this right, has given the Client written notice of its intent to exercise this right, and has given the Client at least 30 business days to remedy such breach); or, (ii) has repeatedly used or permitted access to the Subscription Services otherwise than in accordance with the terms of this Agreement.

12.2 Either party may terminate this Agreement immediately by written notice to the other party if:

12.2.1 the other party commits any material breach of any term of this Agreement which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same; or

12.2.2 an order is made or a resolution is passed for the winding-up of the other party or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the other or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitles the Court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action in consequence of debt.

12.3 Any termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law, and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

13 CONFIDENTIALITY

13.1 Each party shall appropriately protect all Confidential Information received directly or indirectly from the other party. Such Confidential Information shall not be disclosed to any third party (not including Affiliates) other than the (Affiliates') employees, agents and authorized subcontractors of the receiving party without the prior written consent of the party to whom such Confidential Information belongs. Neither the party receiving Confidential Information nor its Affiliates, employees or authorized subcontractors shall use any such Confidential Information for any purpose other than the performance of this Agreement. Further, each party shall procure that such Affiliates, employees, agents and subcontractors act in a manner consistent with the obligations of confidentiality set out herein. This clause shall not apply to Confidential Information if and to the extent that: (i) it is required to be disclosed by any court of competent jurisdiction or by a governmental or regulatory authority or where there is a legal right, duty or requirement to disclose, provided that where possible and without breaching any such requirements, 2 days' prior notice is given to the other party of such disclosure; (ii) it is information which is, at the date of this Agreement or subsequently, in the public domain through no fault of the party receiving such information; (iii) the receiving party can demonstrate subsequently came into its knowledge by means of disclosure by a third party free from any obligation of confidentiality; (iv) the receiving

party can show it was information in the possession of the receiving party prior to disclosure under this Agreement; and/or (v) it is information that is independently developed by personnel of the receiving party having no access to the other party's Confidential Information.

13.2 The obligations of this clause shall survive termination of this Agreement.

14 FORCE MAJEURE

14.1 Neither party shall have any liability to the other under this Agreement to the extent that the performance of its obligations is delayed, hindered or prevented by an Event of Force Majeure. "Event of Force Majeure" shall mean fire, storm, flood, earthquake, accident, adverse weather conditions, explosions, Acts of God, terrorism or the threat thereof, nuclear, chemical or biological contamination, compliance with any law, governmental controls, restrictions or prohibitions, strikes, lock-outs, industrial action, employment dispute, protests, public disorder, traffic congestion, accident, epidemic, breakdown, vandalism, interruptions in communications or power supply, shortages of materials or supplies, failure or malfunction of computer systems or any other event or circumstance outside the control of a party to this Agreement.

15 NOTICES

15.1 Any notice, request, instruction or other document to be given by a party under this Agreement shall be delivered by hand, sent by pre-paid first class post, or by facsimile or e-mail transmission to the recipient's usual address, fax number or email address or such other address, fax number or email address which may be notified by that party in accordance with this clause 15.1.

15.2 Unless proved otherwise, a notice shall be deemed to have been received if delivered by hand, at the time of delivery; if sent by facsimile or email during the day of transmission as long as the sender can show satisfactory transmission on a UK week day (not a public holiday) between 9.00am and 5.00pm UK time; and if sent by post, 48 hours after posting.

16 GENERAL

16.1 The terms and conditions of this Agreement are the entire agreement between the parties and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained therein.

16.2 Each party acknowledges that in entering into this Agreement it does not do so on the basis of, and does not rely on any representation, unless made fraudulently, warranty or other provision not expressly contained in this Agreement.

16.3 Any variation to this Agreement must be in writing and signed on behalf of both parties. If a court decides that any part of this Agreement cannot be enforced, that particular part of this Agreement will not apply, but the rest of this it will.

16.4 A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under this Agreement shall not prevent the exercise of that or any other right.

16.5 The Client may not assign or transfer any benefit, interest or obligation under this Agreement.

16.6 PeopleFluent has the right to make use of its Affiliates or such third party service provider it deems appropriate in the delivery of all or any part of the Services. In the event of any such use, PeopleFluent shall remain responsible for all acts and omissions of the applicable Affiliate or service provider subject to the terms of this Agreement.

17 RIGHTS OF THIRD PARTIES AND AFFILIATES

17.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This shall not affect any right or remedy of a third party that exists or is available apart from under that Act.

18 GOVERNING LAW AND JURISDICTION

18.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

Appendix 1 – Standard contractual clauses (controller to processors)
(Issued by EC Decision of 5th February 2010)

THE PARTIES:

- (1) **CLIENT** (referred to as “exporter” or “data exporter”); and
- (2) The PeopleFluent group company identified in the applicable Sales Order Form (“**PeopleFluent**”), acting in this regard on behalf of gomo learning Inc. (formally known as KZO Innovations, Inc.). gomo learning Inc. hereinafter referred to as “importer” or “data importer”, and PeopleFluent and gomo learning Inc. together also referred to as “**PeopleFluent Group**”;

in connection with the Agreement to which this is an attachment (hereinafter referred to as the “Subscription Services Agreement”);

AGREED

For the purposes of the Clauses:

Clause 1
Definitions

- (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) 'the data exporter' means the controller who transfers the personal data;
- (c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25 (l) of Directive 95/46/EC;
- (d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2
Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent. unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses:
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before. or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clauses 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware. in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regards to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11:
- (j) to send promptly a copy OR RELEVANT EXTRACT of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6 **Liability**

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. NOTHING IN THE CLAUSES WILL EXCLUDE OR LIMIT LIABILITY RESULTING FROM:
 - DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF EITHER OF THE PARTIES OR ITS EMPLOYEES WHILE ACTING IN THE COURSE OF THEIR EMPLOYMENT;
 - FRAUD OR FRAUDULENT MISREPRESENTATION; AND/OR
 - ANY CLAIM DIRECTLY BROUGHT TO THE DATA IMPORTER BY A DATA SUBJECT PURSUANT TO THE CLAUSES.
5. DATA EXPORTER AGREES AND ACCEPTS THAT IT SHALL NOT BE ENTITLED TO BRING A CLAIM UNDER BOTH THE SUBSCRIPTION SERVICES AGREEMENT AND THE CLAUSES FOR DAMAGE OR LOSS CAUSED BY THE SAME EVENT GIVING RISE TO THAT CLAIM.
6. SUBJECT TO SECTIONS 4. AND 5. ABOVE, PEOPLEFLUENT GROUP'S ENTIRE AGGREGATE LIABILITY UNDER THE SUBSCRIPTION SERVICES AGREEMENT AND THE CLAUSES SHALL BE AS STATED IN THE LIMITATION OF LIABILITY PROVISIONS AGREED BETWEEN DATA EXPORTER AND PEOPLEFLUENT IN THE SUBSCRIPTION SERVICES AGREEMENT, AND PEOPLEFLUENT GROUP'S (OVERALL) AGGREGATE LIABILITY EXPOSURE TOWARDS THE DATA EXPORTER SHALL THEREFORE NOT BE EXPANDED AS A RESULT OF ENTERING INTO THE CLAUSES.
7. FOR THE AVOIDANCE OF DOUBT, NO PARTY TO THE CLAUSES WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO ANOTHER PARTY TO THE CLAUSES FOR ANY LOSS OF REVENUE, BUSINESS, CONTRACTS, ANTICIPATED SAVINGS, PROFITS, DATA OR INFORMATION, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT OR HOWSOEVER, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against its third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Co-operation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data

subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.
5. THE DATA IMPORTER MAY NOT SUBCONTRACT ANY PART OF ITS OBLIGATIONS UNDER THE CLAUSES EXCEPT AS PROVIDED FOR AND CONSENTED TO IN THE SUBSCRIPTION SERVICES AGREEMENT, OR AS OTHERWISE APPROVED BY THE CLIENT.

Clause 12

Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1 PROVIDED THAT SUCH AUDIT SHALL TAKE PLACE AS DESCRIBED IN, AND SUBJECT TO THE RELEVANT PROVISIONS INCLUDED IN THE SUBSCRIPTION SERVICES AGREEMENT.

APPENDIX 1
to the Standard Contractual Clauses

This Appendix forms part of the Clauses

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

The client of PeopleFluent under the Subscription Services Agreement.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Like PeopleFluent, part of the Learning Technologies Group of companies (www.ltgplc.com), a provider of technology-based solutions.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Normally data exporter "Authorized Users" as such term is defined in the Subscription Services Agreement.

Categories of data

The personal data transferred concern the following categories of data (please specify):

As determined by the data exporter, but generally:

- Authorized Users' names, date of birth, job details including email addresses, telephone numbers, profile pictures, and other typical profile information;
- Video images of Authorized Users (or others) featuring in video content created using the Installed software;
- Authorized Users' assessment results;
- Other elearning related personal data of Authorized Users;
- Courses taken or registered for by an Authorized User;
- Marks of Authorized Users for taken courses;
- Authorized Users' business department; and
- Authorized User attributes, certifications, licensing and performance histories in certain cases, responses to training and exercises, and session information

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Not Applicable (the exporter shall inform the importer in writing if otherwise the case)

Processing operations

Any personal data transferred will be subject to the following basic processing activities (please specify):

In the course of data exporter's use of the Instilled Subscription Services, based on the Subscription Services Agreement, the data exporter may transfer personal data of its Authorized Users to the data importer.

PeopleFluent (or its relevant Affiliate) provides a hosted environment for the data exporter's use of the Subscription Services and data importer may access the data exporter's personal data where so required in the performance of the Services (e.g. as part of PeopleFluent's system administration responsibilities or client support provision).

APPENDIX 2
to the Standard Contractual Clauses

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c).

1. Information Security Policies and Standards

The data importer will implement appropriate security requirements for staff and all subcontractors, service providers, or agents who have access to data exporter personal data (“Personal Data”). These are designed to:

- Prevent unauthorized persons from gaining access to Personal Data processing systems (physical access control);
- Prevent Personal Data processing systems being used without authorization (logical access control);
- Ensure that persons entitled to use a Personal Data processing system gain access only to such Personal Data as they are entitled to access in accordance with their access rights and that, in the course of Processing or use and after storage, Personal Data cannot be read, copied, modified or deleted without authorization (data access control);
- Ensure that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage, and that the target entities for any transfer of Personal Data by means of data transmission facilities can be established and verified (data transfer control);
- Ensure that Personal Data are processed solely in accordance with the data exporter’s instructions (“Instructions”) (control of instructions); and
- Ensure that Personal Data are appropriately protected against accidental destruction or loss (availability control).

These rules are kept up to date, and revised whenever relevant changes are made to information systems that use, process, transmit or store Personal Data, or to how those systems are organized. Security policies and standards are monitored and maintained on an ongoing basis to ensure compliance.

2. Physical Security

The data importer will maintain effective security systems at all data importer sites at which information systems that use, process, transmit or store Personal Data are physically located. The data importer restricts access to such Personal Data appropriately.

Physical access control has been implemented for all data centers used in the provision of the Services to prohibit unauthorized access. Accesses to all used data center sites are monitored 24x7 by security personnel and surveillance cameras. Visitor accesses to data importer sites are pre- registered.

3. Organizational Security

When media are to be disposed of or re-used, procedures have been implemented to prevent any subsequent retrieval of any Personal Data stored on them before they are withdrawn from the inventory. When media are to leave the premises at which the files are located as a result of maintenance operations, procedures have been implemented to prevent undue retrieval of Personal Data stored on them.

Data importer implemented security policies and procedures to classify sensitive information assets, clarify security responsibilities and promote awareness for employees.

4. Network Security

The data importer maintains network security using industry standard techniques, including firewalls, intrusion detection and prevention systems and access control lists.

5. Access Control

Access Personal Data is restricted to authorized users under secure protocols only. Only authorized staff can grant, modify or revoke access to information systems that use, process, transmit or store Personal Data.

User administration procedures define user roles and their privileges, how access is granted, changed and terminated; addresses appropriate segregation of duties; and defines the logging/monitoring requirements and mechanisms.

All relevant employees of the data importer are assigned unique user IDs. Access rights are granted based on “need-to-know” and “least privilege” principles. The data importer implements effective security measures on the whole lifecycle of user accounts and passwords.

6. Virus and Malware Controls

The data importer installs and maintains an appropriate anti-malware solution.

7. Personnel

The data importer implements a regular security awareness program to train relevant new joiners and existing personnel about their security obligations.

The data importer has clearly defined roles and responsibilities for the employees. Appropriate screening checks are implemented before employment with terms and conditions of employment applied appropriately. Processes are in place to ensure timely revocation of leavers’ access to Personal Data.

8. Disaster Recovery

The data importer implements appropriate disaster recovery plans. Data importer reviews such plans regularly.

9. Compliance

The data importer has regular checks and security tests conducted to ensure continuous compliance and effectiveness of security controls over the Personal Data.