

Organisation Master Agreement for all WorkInConfidence services

Organisational Master Agreement ("Master Agreement") (V 2.3 last updated 9th February 2021)

This Master Agreement and the Order Form constitute a contract between WorkInConfidence Limited (a company registered in England and Wales with registered address at Greyfriars Gate, Greyfriars Road, Reading, Berkshire, England, RG1 1NU and registered number 08255296), ("WorkInConfidence", "we" or "us"), and the client organisation identified in the Order Form ("Customer", "you" or "your").

This Master Agreement governs the relationship between us and the relevant client organisation. If you are an individual user, the Individual Terms of Use ("Terms of Use") apply to you.

If there is any conflict or inconsistency between any provision of this Master Agreement and an Order Form, then the provisions of the Order Form shall prevail.

Definitions

"Authorised User" shall mean any person you authorise to use the Service(s) expressly or impliedly.

"Customer Interface" means where we have indicated that the Service can be self-administered, the web-based interface by which Customer and Authorised Users may access the Service.

"Intellectual Property Rights" means patents, copyright, moral rights, trademarks and service marks, goodwill, trade secrets, design rights, rights in computer software, database rights, know-how and any other intellectual property rights, registered or unregistered, and all similar rights in any part of the world.

"Service" means the WorkInConfidence online staff engagement and communications platform including its features and functionalities.

"Software" means the software application(s) used by WorkInConfidence to provide the Service and any enhancements thereto.

"Term" means the term of the Master Agreement set out in the Order Form or otherwise in writing (including email), including any period by which any originally agreed term is automatically extended.

"User Input" means input and content provided or uploaded by Authorised Users to the platform, including answers to questions, posts to discussion boards, or individual replies within an anonymous dialogue.

"User Subscriptions" means the user subscriptions purchased by the Customer pursuant to clause 8 (Fees) which entitle Authorised Users to access and use the Services in accordance with this Master Agreement.

2. User Subscriptions

2.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.3, the restrictions set out in this clause 2 and the other terms and conditions of this Master Agreement, WorkInConfidence hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services during the Term solely for the Customer's internal business operations.

2.2 In relation to the Authorised Users, the Customer undertakes that:

2.2.1 the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased from time to time;

2.2.2 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services; and

2.2.3 each Authorised User shall keep a secure password for his use of the Services and that each Authorised User shall keep his password confidential.

2.3 The Customer shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Service that:

2.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

2.3.2 facilitates illegal activity;

2.3.3 depicts sexually explicit images;

2.3.4 promotes unlawful violence;

2.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

2.3.6 is otherwise illegal or causes damage or injury to any person or property;

and WorkInConfidence reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and, in the event of any such unauthorised access or use, promptly notify WorkInConfidence.

2.5 Where Customer grants access to the Service to any third party it shall be responsible for actions of such third party.

3. Additional User Subscriptions

3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any term, purchase additional User Subscriptions in excess of the number set out in the Order Form or otherwise agreed in writing (including email) by the parties and WorkInConfidence shall grant access to the Service to such additional Authorised Users in accordance with the provisions of this Master Agreement.

3.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify WorkInConfidence in writing (including email). WorkInConfidence shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request.

3.3 If we approve your request to purchase additional User Subscriptions, you shall, within 30 days of the date of the our invoice, pay to us the relevant fees for such additional User Subscriptions and, if you purchase such additional User Subscriptions part way through the any Term, such fees shall be pro-rated from the date of activation for the remainder of the relevant Term.

4. The Service

4.1 WorkInConfidence will provide the Service to Customer and Authorised Users during the agreed Term. WorkInConfidence may delegate the performance of certain portions of the Service to third parties, provided WorkInConfidence remains responsible to Customer for the Service.

4.2 WorkInConfidence will host, or have hosted for it, and maintain the Customer Interface, and provide the Customer and Authorised Users access to the Customer Interface via password protected Authorised User accounts. WorkInConfidence may in its discretion modify the Service(s) without adversely affecting them.

4.3 For Customers in the UK, the Services will be hosted in the United Kingdom. For Customers in the EU, the Services will be hosted in the UK if permitted under EU law otherwise in the EU. For Customers outside the UK and the EU the Services will be hosted in the UK or other legally permissible jurisdiction.

4.4 You acknowledge that subject to its taking steps to comply with its legal obligations or orders of relevant law enforcement authorities, WorkInConfidence will take all reasonable and proper steps to ensure confidentiality of Authorised Users and User Input. In particular, WorkInConfidence will only disclose the identity of any Authorised User or User Input to a Customer or any other third party if such disclosure is part of the relevant Service or if the relevant Authorised User has given us their permission. Unless such disclosure is a part of a Service, we do not provide access to identities of Authorised Users to you, nor provide access to identities of Authorised Users or User Input to any government or law enforcement authority. When someone requests WorkInConfidence to disclose the identity an Authorised User or User Input, they must follow the applicable legal process and serve on us the relevant order or injunction. We will review all requests for disclosure to ensure they are valid and only provide details that are necessary to comply with the relevant order or injunction. Unless ordered by a law enforcement authority, we will not disclose any identity of an Authorised User to any Customer to aid any disciplinary proceedings.

4.6 We will, as part of the Service and at no additional cost to you, provide you with the our standard customer support services during normal business hours (i.e. between 9 a.m. and 5 p.m. on business days). We may review the scope, extent and frequency of the support services we provide to you and inform you in writing (including email) if we propose any changes to structure of fees we charge to you.

5. Restrictions on Use of Service

5.1 Customer agrees not to:

- a. use any automated system to access the Service or collect any personally identifiable information from the Servicenor use the Service for any commercial solicitation purposes.
- b. attempt to compromise the Service integrity.
- c. take any action that imposes an unreasonable load on our system.
- d. upload invalid data, viruses, or other malicious code.
- e. impersonate another person or misrepresent your relationship with a person or entity.
- f. interfere with working of the Service.
- g. use any information about the Service with a view to copying the Service or developing a competing service.

h. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the software used or made available in the provision of the Service, in any form or media or by any means; or;

i. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service available to any third party except the Authorised Users;

j. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software made available in the provision of the Service .

5.2 The Customer shall comply with, and use all reasonable endeavours to ensure all Authorised Users comply with, the Individual Terms of Use.

5.3 Customer agrees to take reasonable steps to ensure that Authorised Users do not post or submit User Input that: (i) may create a risk of harm, physical injury or emotional distress (ii) may constitute a crime or tort; (iii) contains content that is unlawful, abusive, racially or ethnically offensive, defamatory, harassing, libellous, threatening, or otherwise objectionable.

5.4 WorkInConfidence is not responsible for any public display or misuse of User Input, except in the case of gross negligence or intentional misconduct by WorkInConfidence. Unless agreed otherwise, we may use information we collect (including User Input) to provide aggregated analysis of types of dialogues within or across organisations, provided that it does not compromise the identity of any individual or organisation or use information which is or might reasonably be regarded as commercially sensitive.

5.5 If the Customer or any Authorised Users breach this Master Agreement or the Terms , we may suspend or terminate the provision of the Service (or their part) to the Customer or individual Authorised Users, provided that we act proportionately.

6. Access to the Service

6.1 Customer is responsible for providing, installing and maintaining at its own expense all equipment and facilities necessary to enable Authorised Users to use the Service.

6.2 Where Service requires it, WorkInConfidence will issue a user identification to each Authorised User to enable the Authorised User to access the Service. Customer will immediately notify WorkInConfidence of any breach of security known to it.

6.3 WorkInConfidence may on reasonable notice temporarily limit use of the Service(s) to make modifications, or do so without advance notice as a result of circumstances beyond WorkInConfidence's reasonable control.

7. Right to Monitor Use of the Service

WorkInConfidence has the right to monitor use of the Service to ensure compliance with this Master Agreement. WorkInConfidence will also have the right to analyse Authorised User behaviour to measure use of the Service on an individual and aggregate basis and otherwise to create metadata about use of the Service provided that such metadata is never disclosed to any third party other than in an anonymised and aggregated format.

8. Fees

8.1 Customer will pay WorkInConfidence the fees agreed by the Parties in an Order Form or otherwise in writing (including email). WorkInConfidence will invoice Customer, and Customer shall

pay amounts due within thirty days of the date of invoice. Customer will pay any relevant taxes (such as sales taxes and VAT).

8.2 If the Customer signs up for the Service via online payment, Customer will be charged on the following basis:

- a. the standard fee for the package you sign up for (less any agreed discounts). Any fees for packages paid in advance are not refundable.
- b. if you sign up for an ongoing periodic package (monthly or yearly), we will be entitled to rebill you at the completion of any period for renewal for the next such period unless you notify us of your intention to terminate this agreement at least 30 days before the end of its Term or any subsequent renewal period.
- c. if you upgrade your package within a billing period you will be charged the pro rata increase for the remainder of your billing period immediately, and at the new package rate on the commencement of the next billing period.
- d. We do not give refunds on a downgrade but if you downgrade during a billing period your current package will remain available for the remainder of the billing period. At the end of the billing period you will be charged at the new package rate.
- e. if you have given credit card details and are on a periodic plan we are authorised to use them to bill you upon a renewal unless you have notified us of your intention to terminate this agreement at least 30 days before the end of its Term or any subsequent renewal period. If we don't have a credit card on file, or it is declined or has expired, unless you have cancelled prior to the start of a billing period you will be liable to us for the relevant fees.
- f. We may use a third party payment provider to facilitate payment to us.
- g. We reserve the right to change our monthly fees upon a minimum of 30 days' notice. For clients who have paid in advance any price increase would only be implemented on next renewal.

9. Ownership

9.1 Customer shall retain all ownership rights to the User Input and may view and access User Input on a selective basis using the functionality of the Service. User Input cannot be bulk extracted from the relevant Service unless WorkInConfidence has agreed to make this facility available to the Customer. Post termination of this Master Agreement, WorkInConfidence shall within a reasonable time frame delete such information from the relevant Service, without need to consult Customer, unless a run off period for continued access to the Service has been agreed with the Customer. Customer agrees that WorkInConfidence acts as a conduit for the exchange and publication of the User Input. WorkInConfidence will not review or distribute any User Input except as provided herein, or as is apparent from the Service or as required by law.

9.2 If the Customer and/or Authorised Users submit comments or ideas about the Service to WorkInConfidence, the Customer agrees that WorkInConfidence may use them on a non-confidential basis unless they are clearly confidential.

10. Term

10.1 This Master Agreement will commence as agreed between the parties in writing, or when the Customer accepts these Terms by starting to use the Service and, unless otherwise agreed, will end when terminated by one month's notice from either party to the other, not to expire before the completion of any fixed term.

10.2 If the parties have agreed in any proposal and acceptance of that proposal for a multi-year contract the term and pricing in such proposal shall apply. If an automatic renewal has been agreed unless notice has been given such automatic renewal shall apply for any agreed period unless such notice has been given. On any multi-year contract pricing agreed at the outset shall apply for such multi-year period, otherwise on any renewal WorkInConfidence shall be entitled to increase pricing by the higher of 3% and RPI in the last year.

10.3 Either party may terminate this Master Agreement if:

- a. the other commits a material irremediable breach, or where such breach is remediable, fails to remedy such breach within 30 days of notice;
- b. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction:

the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Master Agreement has been placed in jeopardy.

10.4 Upon termination (a) any right to use the Service will cease; (b) each party will if requested destroy all confidential information of the other; (c) WorkInConfidence will have no further obligation to provide the Service; (d) Customer will pay WorkInConfidence any amounts due.

11. Limitation of Liability

11.1 To the extent permitted by law:

- a. WorkInConfidence assumes no responsibility for any (i) errors of content; (ii) interruption or cessation of the Service; (iii) User Input and its reliability, integrity, accuracy and quality; or (iv) the defamatory, offensive, or illegal conduct of any third party.
- b. WorkInConfidence, its affiliates, directors, officers, employees or agents shall not be liable for any indirect, special, consequential or exemplary loss or damages, including without limitation damages for loss of income, loss of profits or goodwill arising out of or in connection with use of the Service, or otherwise.
- c. WorkInConfidence, its directors, employees, or agents shall not be liable for any amount exceeding the amount the Customer paid to WorkInConfidence in the 12 months prior to the action giving rise to the liability.

11.2 Nothing in this Master Agreement shall limit or exclude our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other liability which cannot be properly excluded under English law.

12. Third Party Claims

12.1 If the Software and/or the Service become, or, in WorkInConfidence's reasonable opinion are likely to become, the subject of a third party infringement claim, WorkInConfidence shall have the

right to (i) replace or modify the Service so that they become non-infringing, or (ii) terminate the Service and provide a prorated refund of fees.

12.2 WorkInConfidence will have no liability for any claim to the extent it is based on improper use of the Software or Service; use of the Software or the Service in combination with any other software.

13. Confidentiality

13.1 Each party will use reasonable steps to keep confidential information of the other confidential. For the purposes of this clause “Confidential Information” means information designated as confidential or which would reasonably be considered to be confidential.

13.2 The parties shall not publish or disclose to any third party any Confidential Information, nor use the Confidential Information for any purpose other than to perform its obligations under this Master Agreement.

13.3 The confidentiality obligations above do not apply to information which:

- (a) is already in the public domain;
- (b) is published or comes into the public domain by means other than an action or omission on the part of the relevant party;
- (c) a party can demonstrate was known to them or subsequently independently developed by them not using or derived in any way from the Confidential Information;
- (d) is required to be disclosed by applicable law or court order or regulatory body (the party so required shall promptly notify the other of such request);

13.4 The foregoing confidentiality obligation shall apply during the term and for five years after the expiration of this Master Agreement.

14. Service Levels

14.1 We aim that the Service is available at least 99% of the time, apart from reasonable scheduled maintenance (either outside normal business hours or up to 1 day per quarter). If do not meet this target, , your sole and exclusive remedy will be for us to provide the Service to you for additional 7 days after the expiration of the term of the Master Agreement free of charge, provided you request this within 28 days of the relevant outage.

14.2 WorkInConfidence does not warrant that:

- (i) the Customer’s use of the Service will be uninterrupted or error-free;
- (ii) the Service or the information obtained by the Customer through the Service will meet the individual requirements of the Customer; or
- (iii) the Service will be free from vulnerabilities or viruses.

14.3 WorkInConfidence is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

15. Miscellaneous

15.1 This Master Agreement, and any rights granted hereunder, may not be transferred or assigned by you. We may assign it provided that suitable arrangements are put in place to ensure ongoing delivery of our obligations.

15.2 Notices hereunder shall be in writing (including email) and sent to the registered office of the relevant party, or other notified address. Notice shall be deemed received two days after the date of posting.

15.3 This Master Agreement is governed by English law and subject to the exclusive jurisdiction of the English Courts.

15.4 This Master Agreement, together with any other legal notices and agreements published by WorkInConfidence, shall constitute the entire agreement between the Customer and WorkInConfidence.

15.5 Any waiver by either party of a provision hereof shall not be construed as a waiver of any other provision. If any provision of this Master Agreement is deemed invalid by a competent court it shall not affect the validity of the remaining provisions.

15.6 WorkInConfidence may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting on our website.

15.7 If WorkInConfidence have to change this Master Agreement we will notify you by email to the email address you gave to us when you registered with us.

15.8 No agency, partnership or joint venture relationship is intended or created by this Master Agreement.

15.9 Please contact help@WorkInConfidence.com with any questions regarding this Master Agreement