

## SCHEDULE 3.13 – QUICKHELP PLATFORM

### 1. APPLICATION

- 1.1 This schedule, which contains a description of the QuickHelp Platform, forms part of the Agreement entered between the Parties for the provision of Services together with the General Conditions and other documents listed at clause 1.4 of the General Conditions.
- 1.2 By placing an Order or by installing, accessing or using the Services you acknowledge and agree to these terms and conditions and the General Conditions. If you do not agree to these terms, then you must not use the Services.
- 1.3 Definitions and interpretations that are specific to this schedule are set out in Annex 1 and apply in addition to the definitions and interpretations set out in **Schedule 1 (Definitions)** of the General Conditions.

### 2. SERVICE DESCRIPTION

- 2.1 Subject to the Customer's compliance with the terms of the Agreement, the Supplier hereby grants to the Customer's End User(s) a limited, non-exclusive sub-license to use the QuickHelp Platform solely for internal business purposes in accordance with and as expressly permitted by the End User Terms. Unless otherwise specified in this Schedule, each End User must have a license to use the Quick Help Platform.
- 2.2 The Supplier is authorised re-seller of the QuickHelp Platform and is authorised to sub-license the QuickHelp Platform. The QuickHelp Platform is licensed, not sold.

### 3. COMMENCEMENT AND DURATION

- 3.1 This paragraph 3 is supplemental to clause 2 of the General Conditions and in the event this paragraph 3 conflicts with clause 2 of the General Conditions, this paragraph shall take precedence.
- 3.2 This Agreement shall commence on the date of this Agreement and shall continue in force from a minimum period of 1 year from the Commencement Date or as otherwise specified in the applicable Order ("**Minimum Term**") and thereafter shall renew automatically for a period equal to the Minimum Term ("**Successive Term**") unless terminated:
  - 3.2.1 by the Customer giving the Supplier not more than 120 days written notice and no less than 90 days written notice before the end of the Minimum Term or Successive Term; or
  - 3.2.2 in accordance with clause 8 of the General Conditions.

### 4. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

- 4.1 The Third-Party Supplier retains all right, title and interest, including all intellectual property rights, in and to the QuickHelp Platform and associated materials, including all improvements, enhancements, modifications, derivative works, logos and trademarks. Except as expressly stated in this Schedule, no license or right is granted directly or by implication, inducement, estoppel, or otherwise.
- 4.2 The QuickHelp Platform, including without limitation all know-how, concepts, logic and specifications, are proprietary to the Third-Party Supplier and its licensors and are protected throughout the world by copyright and other intellectual property rights.
- 4.3 No license, right or interest in the Third-Party Supplier's logos or trademarks is granted to the Customer under this Schedule.
- 4.4 The Customer retains all right, title and interest in and to Customer Content and trademarks. The Customer grants to

the Supplier and the Third-Party Supplier a non-exclusive, worldwide, royalty free license to access and use the Customer Content to exercise its rights and to perform its obligations, including to provide the Services under this Schedule.

### 5. USE OF PRODUCTS AND RESTRICTIONS

#### TRIAL PRODUCTS

- 5.1 If permitted by the Third-Party Supplier, the Supplier may conduct a free trial or evaluation of the QuickHelp Platform (each a "**Trial Product**"), the Customer may use the Trial Product in a test environment only and for the duration specified by the Supplier in writing.
- 5.2 The Trial Products are provided solely for internal testing and evaluation by Customers and are provided "AS IS" without any support, indemnity, liability or remedy of any kind.
- 5.3 The terms of paragraphs 5.2 and 5.3 above apply, and prevail over any conflicting terms in this Schedule, with respect to access and use of Trial Products.

#### USAGE

- 5.4 The QuickHelp Platform is licensed subject to payment by the Customer of the License Fees as detailed in the Order or as varied under this Agreement.
- 5.5 The Customer is solely responsible for:
  - 5.5.1 accessing and using the QuickHelp Platform, and ensuring that its End Users access and use it in accordance with the Documentation;
  - 5.5.2 determining the suitability of the QuickHelp Platform for the Customer's use;
  - 5.5.3 complying with any regulations and laws (including without limitation, Data Protection Legislation) applicable to Customer Content and the Customer's use of the QuickHelp Platform;
  - 5.5.4 providing all reasonable information and assistance required for the Supplier and the Third-Party Supplier to enable the Customer to access and use of the QuickHelp Platform;
  - 5.5.5 using reasonable means to protect account information and Credentials (including passwords and devices or information used for multi factor authentication purposes) used by the Customer to access the QuickHelp Platform, and;
  - 5.5.6 promptly notify the Supplier of any unauthorised account use or other suspected security breach, or unauthorised use, copying or distribution of the QuickHelp Platform and Documentation.
- 5.6 The Customer is solely responsible for all Customer Content, including but not limited to its accuracy, quality and legality and the Customer represents and warrants that it:
  - 5.6.1 has the legal rights to provide Customer Content to the Supplier and the Third-Party Supplier;
  - 5.6.2 has provided any required notices and has obtained any consents and/or authorisations (including any required notices from its End Users) related to its access and use of the QuickHelp Platform and the processing of and access to Customer Content by the Supplier and the Third-Party Supplier, and
  - 5.6.3 will comply with all Data Protection Legislation for collecting and processing Customer Content and transferring Customer Content to the Supplier and the Third-Party Supplier.

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- 5.7 The Customer is responsible for taking and maintaining appropriate steps to protect the confidentiality, integrity and security of Customer Content, including but not limited to controlling access that the Customer provides to End Users and backing up Customer Content.
- 5.8 The Customer may not assign or transfer licenses without the Supplier's written consent.
- 5.9 The Customer acknowledges that the Supplier and the Third-Party Supplier monitor the use of the Products to:
- 5.9.1 track usage and entitlements;
  - 5.9.2 provide Standard Support and Maintenance;
  - 5.9.3 monitor the performance, integrity, and stability of the QuickHelp Platform; and
  - 5.9.4 prevent or remediate any technical issues.
- RESTRICTIONS**
- 5.10 The Customer is not permitted to:
- 5.10.1 use the Services for the provision of any service for the benefit of third parties or other than for internal business purposes;
  - 5.10.2 modify, adapt or translate the QuickHelp Platform, except as necessary to:
    - (i) configure it using the menus, options and tools provided for such purposes and contained in the QuickHelp Platform;
    - (ii) develop custom filters using the Application Programming Interfaces ("APIs") where contained in the QuickHelp Platform or provided directly by the Third-Party Supplier for such purposes; and,
    - (iii) modify the Documentation, except as necessary to produce and adapt manuals and/or other documentation for any internal business purpose;
  - 5.10.3 reverse engineer, disassemble or decompile the QuickHelp Platform or any portion thereof or otherwise attempt to derive or determine the source code or the logic therein except to the extent that such restriction is prohibited by Applicable Law;
  - 5.10.4 use or provide access to the QuickHelp Platform for which the Supplier has not received the applicable License Fees;
  - 5.10.5 sub-license, resell, rent, lease, distribute, market or otherwise transfer the QuickHelp Platform;
  - 5.10.6 remove, alter, or obscure any proprietary rights notices contained in or affixed to the QuickHelp Platform;
  - 5.10.7 attempt to disrupt, degrade, impair, or violate the integrity, security or performance of the QuickHelp Platform;
  - 5.10.8 use the QuickHelp Platform to store, transmit, or propagate any viruses, software routines, or other code designed to permit unauthorised access; to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions;
  - 5.10.9 disable or circumvent any monitoring or billing mechanism related to the QuickHelp Platform; or
  - 5.10.10 access or use, or provide access and use of, the QuickHelp Platform in a manner that violates Applicable Law or regulations, infringes third party rights, or violates the terms and conditions of this Schedule.
- 5.11 The QuickHelp Platform is not designed for the storage of regulated data of any kind including but not limited to health or payment card data. If the Customer's use of the QuickHelp Platform requires compliance with industry specific data security or data protection obligations, the Customer is solely responsible for such compliance. The QuickHelp Platform may not be used in a way which would subject the Supplier or its Third Party Supplier to those industry specific regulations without obtaining written agreement from the Supplier.
- 6. SUPPORT SERVICES**
- 6.1 The Supplier shall provide Standard Support to the Customer in relation to the QuickHelp Platform as set forth in **Part A of Schedule 4.4 Managed Support Services**.
- 6.2 All requests for Standard Support must be made directly to the Supplier and not the Third-Party Supplier. The Customer can request support by contacting the Supplier in accordance with **Part A of Schedule 4.4 Managed Support Services**.
- 6.3 Any custom or sample code, files or scripts ("**Fixes**") provided by the Supplier as part of the provision of Standard Support which does not form part of the Supplier's standard commercial offering and may only be used in conjunction with the QuickHelp Platform for which such Fixes were developed.
- 6.4 Where the Supplier provides the Customer with Professional Services in relation to the QuickHelp Platform, the Professional Services are provided in accordance with **Schedule 4.2 (Professional Services)**.
- 7. CHARGES AND PAYMENT**
- 7.1 This paragraph 7 is supplemental to clause 6 of the General Conditions. In the event this paragraph 7 conflicts with clause 6 of the General Conditions, this paragraph shall take precedence.
- 7.2 The Supplier shall invoice the Customer for the Services as set out in paragraph 7.3 in the amounts specified in the Order unless such Charges have been varied in accordance with the General Conditions.
- 7.3 Unless otherwise stated in the Order, the Supplier shall invoice the customer as follows:
- 7.3.1 Installation Charges on or after the Commencement Date;
  - 7.3.2 License Fees monthly in advance;
- and
- 7.3.3 Termination Charges upon termination of the Services and/or the Agreement.
- 7.4 Where the Supplier identifies that the Customer has underpaid the Charges, the Customer shall be invoiced for and shall pay the Supplier within seven (7) days of the date of invoice an amount equal to the shortfall between the Charges due and those paid.
- 7.5 In the event that the Customer fails to pay the Supplier by the due date, in addition to Supplier's other rights, the Supplier may require the Customer to purchase the QuickHelp Platform on an advance payment subscription basis.

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### 8. DISCLAIMER OF WARRANTIES

8.1 The Supplier, the Third-Party Supplier and its Third-Party Licensors make no warranties, conditions, undertakings or representations of any kind, either express or implied, statutory or otherwise in relation to the QuickHelp or any Third-Party Software including without limitation any implied warranties or conditions of merchantability, satisfactory quality, uninterrupted use, fitness for a particular purpose, non-infringement or arising from course of dealing, usage or trade.

8.2 Without limitation to the foregoing, the Supplier, the Third-Party Supplier and its Third-Party Licensors do not warrant that the Products will:

8.2.1 meet the Customer's requirements; or

8.2.2 be error free, failsafe or uninterrupted.

8.3 The Supplier disclaims any responsibility for issues related to the performance, operation or security of the QuickHelp Platform that arise from Customer Content, Third Party Software, Third Party Services, or any other services provided by third parties, or for any interception or interruption of any communications through the internet, networks, or systems outside of the Supplier's control.

8.4 The Customer further acknowledges and agrees that it shall be solely responsible for proper back-up of all data and that the Customer shall take appropriate measures to protect such data. The Supplier, the Third-Party Supplier and its Third-Party Licensors assume no liability or responsibility whatsoever if data is lost or corrupted.

### 9. LIMITATION OF LIABILITY

9.1 This paragraph 9 is supplemental to clause 9 of the General Conditions. In the event of conflict with clause 9 of the General Conditions, this paragraph 9 shall take precedence.

9.2 The Customer and its End Users accept that use of the QuickHelp is at its own risk. To the maximum extent permitted by Applicable Law, in no event shall the Supplier be liable to for any indirect, consequential, incidental, special, punitive, or exemplary damages or loss of any kind including, but not limited to, loss of profits, loss of contracts, business interruptions, loss of or corruption of data however caused, even if the damages were foreseeable or the Supplier had been advised of the possibility of such damages.

9.3 In no event will the aggregate liability of the Supplier for direct damages arising out of or in connection with this Schedule or the QuickHelp Platform, exceed a sum equal to the Charges paid or payable by the Customer in the twelve (12) month period immediately preceding the event giving rise to the claim.

9.4 The limitations and exclusions of liability under this paragraph 9 apply:

9.4.1 whether such claim arises under contract, tort (including negligence), equity, statute or otherwise, and;

9.4.2 notwithstanding the failure of the essential purpose of any remedy

nothing in this Schedule limits or excludes any liability which cannot be excluded or limited under Applicable Law.

### 10. THIRD PARTY SOFTWARE AND SERVICES

10.1 The QuickHelp Platform may operate or interface with software or other technology that is licensed to the Supplier or the Third-Party Supplier from third parties ("Third Party

Licensors"), which is not proprietary to The Third-Party Supplier, but which The Third-Party Supplier and the Supplier has the necessary rights to license ("Third Party Software").

10.2 The Customer agrees that:

10.2.1 The Customer and its End Users will use such Third-Party Software in accordance with this Schedule;

10.2.2 no Third-Party Licensor makes any warranties, conditions, undertakings or representations of any kind, either express or implied, to the Customer or its End Users concerning such Third-Party Software or the QuickHelp themselves;

10.2.3 no Third-Party Licensor will have any obligation or liability to the Customer or its End Users as a result of this Schedule or use of such Third Party Software; and

10.2.4 such Third-Party Software may be licensed under license terms which grant additional rights or contain additional restrictions in relation to such materials, beyond those set forth in this Schedule,

and such additional license rights and restrictions are described or linked to in the applicable Documentation or within the QuickHelp itself.

10.3 For the avoidance of any doubt, such additional rights and/or restrictions apply to the Third-Party Software on a standalone basis. Nothing in such third-party licenses shall affect the Customer or its End Users use of the QuickHelp in accordance with the terms and conditions of this Schedule.

### EFFECTS OF TERMINATION

10.4 Termination of this Schedule shall not relieve the Customer of its obligations to pay all License Fees that have accrued or are otherwise owed by the Customer to the Supplier. All License Fees paid are non-refundable to the maximum extent allowed by Applicable Law.

10.5 Except as otherwise set forth in this Schedule, within one (1) month after the date of termination of this Schedule, the Customer shall provide written certification to the Supplier confirming:

10.5.1 the destruction by the Customer of all partial and complete copies of the QuickHelp Platform and its content, and;

10.5.2 the Customer's termination of all End Users ability to access and use the QuickHelp Platform or its content.

10.6 All rights of the Customer and its End Users to access and use the QuickHelp Platform and its content will automatically cease upon termination of this Schedule.

10.7 The Customer's obligations under this Schedule in respect of the intellectual property and confidential information of shall survive any expiry or termination of this Schedule.

### 11. CONFIDENTIALITY AND DATA PROTECTION

11.1 This clause 11 is supplemental to clause 10 of the General Conditions. In the event of conflict with clause 10 of the General Conditions, this paragraph shall take precedence.

11.2 The Customer acknowledges and agrees that the Supplier is Processor and the Third-Party Supplier and Third-Party Licensors are each a Sub-Processor.

11.3 Annex 2 to this Schedule describes the subject matter, duration and nature and purpose of the processing and types of Personal Data and categories the Supplier, Third Party Supplier and Third-Party Licensors may process to provision Services.

11.4 The Customer acknowledges and agrees that the Supplier and the Third-Party Supplier may directly and remotely

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communicate with the QuickHelp Platform in order to provide Standard Support.

- 11.5 The Supplier requires, and the Customer agrees to provide, complete and accurate identification information and (where applicable) payment information for the purposes of:
- 11.5.1 providing technical support;
  - 11.5.2 billing;
  - 11.5.3 verifying Credentials;
  - 11.5.4 issuing license expiry and renewal notices, and
  - 11.5.5 providing account management.
- 11.6 The Customer expressly confirms its consent to the use of data and information as set forth herein and in the Privacy Notice, and further warrant that the Customer has obtained all necessary consents and provided all necessary notifications to share such data and information with the Supplier, Third Party Supplier and Third-Party Licensors for the purposes described above.
- 11.7 The Customer agrees to indemnify and hold the Supplier harmless from and against any liability that arises in relation to the Customer's failure to comply with this paragraph 11.

#### **12. GENERAL**

- 12.1 The Customer acknowledges and agrees that the Supplier may vary, Update or discontinue the QuickHelp Platform, versions, features, Standard Support, and support for Third Party Software (including without limitation operating systems and platforms) from time to time for reasons including but not limited to changes in demand, security and technology.
- 12.2 The Supplier recommends that the Customer uses the latest versions of the QuickHelp Platform and/or Third-Party Software, as applicable.

## ANNEX 1 - DEFINITIONS

**“Customer Content”** means all software, data (including Personal Data), non-Supplier or third-party applications, and any other content, communications or material, in any format; and any system, network, or infrastructure provided or made accessible by Customer or its End Users to the Supplier in connection with Customer’s access and use of the QuickHelp Platform;

**“End User”** means an employee, consultant or other individual who benefits from the Services sub-licensed to the Customer;

**“End User Terms”** means the End User Licence Agreement (“EULA”), service agreement, or other terms of access and use applicable to the QuickHelp Platform, and is published at [BrainStorm, Inc. > Landing Pages > QuickHelp > QuickHelp EULA \(bsiweb.azurewebsites.net\)](#);

**“Credentials”** means a system to restrict access including usernames and passwords;

**“Documentation”** means any online help content, user manuals, or similar materials pertaining to the implementation, operation, access and use of the Products that are made available by the Supplier, as may be revised from time to time;

**“Installation Charges”** means the Charges relating to the initial provisioning of the Services;

**“License Fees”** means the Charges associated with the use and license of the QuickHelp Platform;

**“Personal Data”** means any information relating to an identified or identifiable individual or that is otherwise defined as “personal data”, “personal information”, or “personally identifiable information” under applicable Data Protection Legislation;

**“Privacy Notice”** means the Supplier’s Privacy Notice which can be found on its website at <http://chessict.co.uk/legal/>;

**“QuickHelp Platform”** means the online, cloud based QuickHelp software application and electronic instructional content developed and maintained by The Third-Party Supplier which provides End Users with access to learning materials in relation to change management and user adoption of Microsoft Technologies;

**“Services”** means a License to use the QuickHelp Platform;

**“Termination Charges”** means compensatory Charges payable by the Customer to the Supplier on termination of this Agreement and/or the Services whole or in part in accordance with clause 8.7 of the General Conditions being an amount equal to 100% of the License Fees for all remaining months of the Minimum Term of Successive Term, together with any waived Installation Charges;

**“Third Party Supplier”** means Change Adopt Limited

**“Update”** means an update of the library of rules and/or identities and/or other updates to the detection data, Products or software (excluding Upgrades) made available to the Supplier by the Third Party Supplier or Third Party Licensors at its sole discretion from time to time, but excluding any updates marketed and licensed by the Supplier for a separate charge; and

**“Upgrade”** means any enhancement or improvement to the functionality of the QuickHelp Platform, versions or features made available to the Supplier by the Third-Party Supplier or Third-Party Licensor at its sole discretion from time to time, but excluding any software and/or upgrades marketed and licensed by the Supplier for a separate charge.

## ANNEX 2 – DATA PROCESSING SCHEDULE

### 1 Purpose of processing:

To provide the Customer with Services for use by its End Users.

### 2 Duration of the processing:

For the duration of the agreement between the Customer and Supplier for the Services and for a period following expiry or termination of such agreement to allow for return and destruction of Personal Data save where it is retained as required or permitted by Data Protection Legislation.

### 3 Nature of processing:

The nature of processing includes receiving, storing, transferring, accessing, using, deleting and destroying data.

### 4 Type of Personal Data:

Name; Work Email Address; Job Title; Company Name; Department; IP address; profile picture; participation in online learning and training; performance in online learning and training; rankings and other data in an electronic form in the context of the Services.

### 5 Categories of Data Subjects:

End Users

### 6 Third-Party Supplier Sub-Processors

Brainstorm Inc USA: Quick Help Platform Provider

Microsoft: Azure Hosting Service

Kissmetrics: Data Analytics

Google Analytics: Data Analytics

SendGrid: Email and Messaging Tool within the Service

### 7 Cross Border Transfers

The Third-Party Supplier transfers data outside the UK and EEA and to the US. The Third-Party Supplier contracts on the terms of the UK Standard Contractual Clauses using the ICO International Data Transfer Agreement with its Sub-Processors.

### 8 Security Measures

The Third-Party Supplier will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the data uploaded to the service, as described in this Schedule or otherwise made reasonably available to it. The security practices described in this Annex 2 are currently observed by the Third-Party Supplier. Although it reserves the right to modify or update these practices, the Third-Party Supplier will not materially decrease the overall security of the Service during the term of the Agreement.

**PHYSICAL ACCESS CONTROLS:** QuickHelp is hosted in Microsoft Azure, a multi-tenant environment. The physical and environmental security controls are audited for SOC 2 Type II compliance, among other certifications.

**SYSTEM ACCESS CONTROLS:** Access controls within the Service are designed to permit role-based access control using least privileged access principals. The Third-Party Supplier utilises multi-factor authentication for access to management system portals.

**DATA ACCESS CONTROLS:** Users of the Service have access to non-public data via the application. The Supplier and their users are not allowed direct access to the underlying infrastructure of the Service. Only the Third-Party Supplier and Brainstorm Inc. has direct access to data and Personal Data. The authorisation protocols are designed to permit only designated individuals' access to the underlying infrastructure. Authorisation to data sets is performed through validating the user's permissions against the attributes associated with each data set.

**TRANSMISSION CONTROLS:** Brainstorm Inc. encrypts all QuickHelp data and Personal Data at rest and in-transit using HTTPS encryption.

**INPUT CONTROLS:** The Third-Party Supplier and Brainstorm Inc. logs information regarding system behaviour, system authentication, and other application requests. Utilising Azure Threat Detection, the Third-Party Supplier is able to monitor and be responsive to malicious, unintended, or anomalous activities. The Third-Party Supplier also maintains a record of security incidents. Any suspected or confirmed security incident is investigated by the Third-Party Supplier's personnel, who then identify appropriate steps to resolve the incident and minimise damage or unauthorised disclosure (if any).

**DATA BACKUPS.** By hosting the Service in Azure, the Third-Party Supplier is able to ensure redundancy and fail-over protections, including geo-redundancy. All databases are backed up and maintained using industry standard methods.