

PULSELEARNING STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions govern the **I Am Here** Services ("Services") that PulseLearning Ltd. ("PulseLearning") provides to Company Name ("Customer"). By accessing and utilising the Services, the Customer acknowledges and agrees to be bound by these Standard Terms and Conditions as set out hereunder. These Standard Terms and Conditions may be updated by PulseLearning at its sole discretion from time to time.

1 DEFINITIONS

- 1.1** Agreement shall mean these Standard Terms and Conditions that govern the relationship between PulseLearning and the Customer.
- 1.2** Customer shall mean the Team Members of Company Name who are using the Services and to whom the Services are provided. If applicable, PulseLearning grants the Customer the right to select a Nominated Community Partner(s) (NCP) who shall be entitled to use the Services and who will be required to sign a separate acknowledgement form, which PulseLearning will provide. The NCP is the nominated CSR Partner(s) of the Customer having equal or less **I Am Here: Ambassadors** than the Customer.
- 1.3** Customer Account means the operating environment through which the Customer accesses the services.
- 1.4** Customer Data means the information provided by the Customer to PulseLearning to enable it to provide the Services as well as the data accumulated through the operation of the Services.
- 1.5** Software Services means subscription-based software, which is usually based in the cloud.
- 1.6** Professional Services means the non-software services, including consulting, advisory, support, training and project management.
- 1.7** Ad Hoc Additional Services means the provision of services outside of those specifically noted in **I Am Here: Gold** or **I Am Here: Platinum**.
- 1.8** Services means the Software and/or Professional Services and/or Ad Hoc Services or any combination of these.
- 1.9** Vendor Partner means the company owning or providing the Software or Professional Services, other than PulseLearning.
- 1.10** Confidential Information means any information that is designated as "Confidential" or that the Receiving Party should reasonably believe to be confidential given the circumstances. Confidential information excludes any information that:
 - 1.10.1** Is known by the Receiving Party prior to disclosure;
 - 1.10.2** Becomes publicly available through no fault of the Receiving Party;
 - 1.10.3** Is disclosed to the Receiving Party by a third party with the legal right to make such disclosure; or
 - 1.10.4** Is independently developed by the Receiving Party without use or reference to the Discloser's Confidential Information.
- 1.11 Users**
 - 1.11.1** **I Am Here: Team Members** means those authorised persons appointed by the Customer to use the Customer Account.
 - 1.11.2** **I Am Here: Tribe Members** means those Team Members who have signed up to take the **I Am Here: Tribe Members** course - Knowledge.
 - 1.11.3** **I Am Here: Ambassadors** means those **I Am Here: Tribe Members** who have signed up to take the **I Am Here: Ambassadors** course - Courage, Confidence and Skills.

2 THE SERVICES (in each 12-month period) Gold and Platinum Services

I Am Here: Programme Detail	Gold	Platinum
I Am Here: The Why		
Access to the I Am Here: The Why – Creating Awareness 2-minute online video	✓	✓
Digital assets for internal communication to promote I Am Here . These may include some or all of the following: <ul style="list-style-type: none"> • 800 mm wide standard roll-up banner • A2 designs (key I Am Here messages) • A3 poster designs (key I Am Here messages) • Mirror decals for bathrooms • A5 tent cards • Screensaver • Logo and key phrases to be provided for internal marketing purposes (t-shirts, internal communications, other point of sale materials) 	✓	✓
Delivery of two Mental Wellness company presentations per year either onsite or virtually (as determined by PulseLearning)	✗	✓
Access to the Team Members online community within The Arena	✗	✓
I Am Here: Tribe Members		
Access to the 30-minute I Am Here: Tribe Members online course (with ongoing access and updates)	✓	✓
Digital assets to promote and support the I Am Here: Tribe Members course These may include some or all of the following: <ul style="list-style-type: none"> • Email templates to recruit I Am Here: Tribe Members • I Am Here: Tribe Members completion course certificate • A2 designs (key I Am Here: Tribe Member messages) • A3 poster designs (key I Am Here: Tribe Member messages) • A4 Q&A regarding the roles of I Am Here: Tribe Members and I Am Here: Ambassadors 	✓	✓
Access to the I Am Here: Tribe Members online community within The Arena	✗	✓
I Am Here: Ambassadors		
Two-hour online course (with ongoing access and updates)	✓	✓
Digital assets to promote and support the I Am Here: Ambassadors online course These may include some or all of the following: <ul style="list-style-type: none"> • Email templates to recruit I Am Here: Ambassadors • I Am Here: Ambassadors welcome pack, including an Ambassador identifier badge/sticker • I Am Here: Ambassadors completion course certificate • I Am Here: Ambassadors screensaver • I Am Here: Ambassadors checklist A8 wallet card • Digital artwork for hard hat and high viz vest stickers to identify Team Members as I Am Here: Ambassadors • Digital artwork for stickers to signify I Am Here: Ambassador for office-based personnel • A4 I Am Here: Ambassadors checklist posters • A2 posters (key I Am Here: Ambassadors messages) • A3 posters (key I Am Here: Ambassadors messages) 	✓	✓
Access to the I Am Here: Ambassadors online community within The Arena	✗	✓

I Am Here: Programme Detail	Gold	Platinum
I Am Here: The Arena		
Access to virtual support for I Am Here: Ambassadors	×	✓
Online community that includes access to a growing library of eLearning courseware, live and recorded webinars, I Am Here: Ambassador stories, FAQs, blogs and online forums	×	✓
I Am Here: Ambassadors health checks and exit surveys - Yearly health check of I Am Here: Ambassadors and 24/7 self-check checklist. Exit survey and virtual self-check module to ensure those exiting are safe and have access to support for check-ins if required.	×	✓
Measurement framework	×	✓
I Am Here: Ambassadors access to clinical support	×	✓
CSR Nominated Community Partner I Am Here programme	×	✓

The full suite of assets will be relevant on a continuous basis pre-, during and post-launch.

It is recommended that **I Am Here** is visible throughout your organisation online and offline to enable **I Am Here** to live and breathe daily for all Team Members.

2.2 Ad Hoc Additional Services

These are services such as directing or shooting Customer leadership videos. These are out of scope and can be provided at an additional charge when required. Any additional Terms and Conditions will be outlined in line with the change request form set out in Appendix A.

Examples of Ad Hoc Services include:

- Project, Programme or Change Management Services
- Post-incident crisis intervention
- Additional Mental Health and Wellbeing presentations
- Resilience workshops
- Team Member stories video design, production and post-production
- Leadership videos and Team Member videos to highlight diversity, authenticity and trust
- Nominated Community Partner videos
- Fulfilment of **I Am Here: Ambassadors** posters, tent cards, stickers, pins, t-shirts or other items
- Customisation of any of the **I Am Here: online courses**
- Custom courseware

2.3 Changes in Services

Change Request. The Parties may agree to modify the Services through a written Change Request, which documents the revised services to be provided and references the original quote number. Such Change Requests will become part of the original accepted quote when executed by both Parties (see Appendix A).

3 DUTIES

3.1 Duties of PulseLearning to the Customer when Providing the Services

- 3.1.1 Competence. PulseLearning will endeavour to deliver the Services with a reasonable level of skill, integrity and professional competence at all times.
- 3.1.2 Availability of the Services. PulseLearning cannot guarantee the continuous availability of the Services and there may be temporary shutdowns or interruptions. If this occurs, PulseLearning will notify the Customer as soon as is reasonably possible.
- 3.1.3 Lead Times. All timings indicated to the Customer are for indicative purposes and are estimates only. PulseLearning will work to meet all timings conveyed; however, these are subject to change and PulseLearning will not be responsible for any delays in providing the Services.
- 3.1.4 Modifications or Discontinuation of the Services. PulseLearning reserves the right to modify or discontinue the features, functionality and other attributes of the Services at any time and at its sole discretion. Reasonable notice will be given to the Customer should either occur. The Customer acknowledges and agrees that PulseLearning will not be liable in connection with its modification or discontinuation of the Services.
- 3.1.5 Additional Support for the Services. PulseLearning may at its sole discretion subcontract the performance of any part of the Services or related services. At no time may the Customer appoint any other party to assist or fulfil any part of the Services without the written consent of PulseLearning.
- 3.1.6 For clarity, the duties outlined are provided for the benefit of the Customer only.

3.2 Duties of the Customer when Using the Services

- 3.2.1 Customer Account. The Customer Account will be for the Customer's use only. The Customer will be responsible for all other Users that it has given access to and must ensure that they comply with these Standard Terms and Conditions. It is also the Customer's responsibility to ensure that it, as well as its Users, abide by the terms associated to the Services and that the Services are used properly. Furthermore, it is the Customer's duty to prevent unauthorised access to or use of the Services. Alternatively, the Customer must notify PulseLearning should there be any unauthorised use of the Services. PulseLearning reserves the right to charge the Customer for unauthorised Users.
- 3.2.2 The Customer will be responsible for any necessary hardware, software and connectivity required to access the World Wide Web and use the Services, including without limitation, any fees associated with establishing and maintaining such access.
- 3.2.3 Notification. It is the Customer's responsibility to notify PulseLearning as soon as possible of any problems that occur in or from the Services. PulseLearning will assist the Customer as far as possible in remedying such problems if the problem has been directly caused by PulseLearning's Services under this agreement. For the avoidance of doubt, the following are not within the provision of Services unless a Change Request is agreed: 1) Learning Management Systems issues, including password resets, 2) Connectivity issues and 3) User error. PulseLearning has no obligations in relation to Team Members, **I Am Here:** Tribe Members or **I Am Here:** Ambassadors not following the guidelines provided within the content. The Customer understands and agrees that it has read Clause 12 and no warranties are made in relation to the Services.

- 3.2.4** Providing Information. The Services or any portion thereof are dependent on information supplied by the Customer. PulseLearning shall be entitled to assume that all the data and information provided by the Customer is accurate and complete. PulseLearning will not be liable to the Customer or any third party for any damages suffered as a result of the Customer providing information that is incorrect or incomplete or where the Customer fails to disclose any relevant information to PulseLearning, and the Customer indemnifies PulseLearning against any claims or expenses relating thereto. It is the Customer's duty to update and notify PulseLearning of any changes in its data applicable to the operation of the Services.
- 3.2.5** Third-Party Services. Third-Party Services (including data, information, applications and other services) may be provided to the Customer. The Customer acknowledges and agrees that PulseLearning shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. PulseLearning does not assume and shall not have any liability or responsibility to the Customer or any other person or entity for any Third-Party Services. Third-Party Services and links thereto must be accessed and used entirely at the Customer's own risk and subject to such third parties' Terms and Conditions. This includes, but is not limited to, any End User License Agreements that the Customer could be party to.
- 3.2.6** Restrictions. The Customer agrees not to, and it will not permit others to:
- 3.2.6.1** License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Services or make the Services available to any third party, other than to authorised parties as permitted herein.
 - 3.2.6.2** Copy, modify or use the Services for any purpose other than as permitted in this Agreement.
 - 3.2.6.3** Modify, make derivative works of, disassemble, decrypt, reverse-compile or reverse-engineer any part of the Services.
 - 3.2.6.4** Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of PulseLearning or its affiliates, partners, suppliers or the licensors of the Services.
- 3.2.7** Injunctive Relief. The Parties acknowledge that in the event of a breach of any of the provisions of this Clause 3, the non-breaching Party may not have an adequate remedy at law. The non-breaching Party shall, therefore, be entitled to seek an injunction against such breach from any court of competent jurisdiction immediately upon request. The non-breaching Party's right to obtain injunctive relief shall not limit its right to seek further remedies.
- 3.2.8** All additional costs and expenses reasonably incurred by PulseLearning by reason of any delay, variation, interruption or suspension of the Services arising from any act or omission of the Customer will be reimbursed to PulseLearning by the Customer. Such additional costs and expenses will be due and payable when they have been calculated by PulseLearning and invoiced to the Customer.

4 CUSTOMER DATA

- 4.1 Security. PulseLearning will use industry-standard efforts to maintain and protect the confidentiality of the Customer Data it receives. Despite these efforts, the Customer acknowledges that PulseLearning cannot guarantee unauthorised access to this information and it is therefore provided at the Customer's own risk. PulseLearning, however, will use strict procedures and security features to try to prevent unauthorised access as far as possible.
- 4.2 Ownership. The Customer is the owner of all Customer Data. Upon termination of the Services, the Customer may reclaim any confidential data accumulated through the Services within 15 days of such termination or such other period of time mutually agreed by the parties.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 Services and Technology. The Customer acknowledges that PulseLearning and/or its particular Vendor Partner retains all right, title and interest in and to the Services, as well as to any and all proprietary software, materials, formats, interfaces, information, data and content used by PulseLearning or provided to the Customer in connection with the Services and that in certain circumstances, the Services are protected by intellectual property rights owned by or licensed to PulseLearning and/or the Vendor Partner. Other than as expressly set forth in this or subsequent agreements, no license or other rights in the Services are granted to the Customer and all such rights are hereby expressly reserved by PulseLearning.
- 5.2 Customer Data. The Customer retains all right, title and interest in and to the Customer Data. The Customer will be solely responsible for providing and obtaining the rights to provide all Customer Data required for the proper operation of the Services.

6 FEES AND PAYMENT TERMS

- 6.1 Pricing shown is per **I Am Here**: Ambassador/month with an annual commitment regardless of what portion of the term the **I Am Here**: Ambassador is active. Invoices are generated yearly in advance based on estimated usage.
- 6.2 Reconciliation. An estimate is made at the start of the term of the amount of **Team Members** that are likely to register their interest in becoming **I Am Here**: Ambassadors. This amount is reconciled at year end or at other mutually agreeable intervals and an additional invoice or credit note is issued. A new estimate is then calculated for the next year.
- 6.3 Terms. Payment is due 30 days from the invoice date.
- 6.4 Overdue Amounts. PulseLearning reserves the right, in addition to any of its other rights or remedies, to charge interest on such overdue sums on a day-to-day basis from the original due date until paid in full at a rate of 5% per annum and/or suspend the provision of the Services on 5 days' prior written notice.
- 6.5 All quotations or estimates that are provided by PulseLearning exclude applicable taxes, which will be added to its charges where applicable.

7 NON-CIRCUMVENTION

- 7.1** The Customer shall not at any time prior to the expiration of 12 months from finalisation of the Services, without the prior written consent of PulseLearning, which consent PulseLearning may withhold in its sole discretion:
- 7.1.1** Attempt in any manner to deal directly or indirectly with any of the contact persons or other individuals or companies related to the Services in any way possible, including by having any part of or deriving any benefit from the Services or any aspect thereof.
 - 7.1.2** Bypass, compete, avoid, circumvent or attempt to circumvent PulseLearning relative to the Services, including by utilising any of the Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

8 NON-EXCLUSIVITY

- 8.1** The Customer acknowledges that PulseLearning provides a variety of other services to a large and diverse range of Customers. The provision of the Services to the Customer will not prevent PulseLearning from providing the same or similar services to other parties, some of whom could be competitors of the Customer or who may be in conflict with the Customer.
- 8.2** The Customer also acknowledges that PulseLearning may already have provided the same or similar services to other parties.
- 8.3** Whilst PulseLearning will be bound by the confidentiality clauses mentioned below, PulseLearning shall have the right to use the name of the Customer and a description of the Services as a reference in seeking to provide services to other parties, unless the Customer expressly forbids this.

9 CONFIDENTIALITY

- 9.1** Subject to applicable law or regulation, the parties shall maintain the confidentiality of any Confidential Information and shall not, without the prior written consent of the Disclosing Party, disclose such confidential information to any third party (excluding affiliates).

10 LIMITATION OF LIABILITY

- 10.1** Limitation. To the extent permitted by applicable law, in no event shall PulseLearning be liable for any indirect, incidental, consequential, special or other damages resulting from or in connection with the Contract, whether in an action based on contract or tort, including negligence or strict liability, and shall under no circumstances be liable for the cost of substituted Services, wasted management or staff time or the loss of data. PulseLearning's maximum aggregate liability to the Customer for any damages is limited to the price paid by the Customer for the Services for the previous 12-month period at the time of the event giving rise to the liability.

11 INDEMNIFICATION

- 11.1** The Customer will indemnify, defend, and/or settle, and pay damages of any kind (including reasonable attorney's fees) arising from or related to any third-party claim brought against PulseLearning arising out of or related to the Customer's use of the Services (this includes any party acting on behalf of the Customer), any breach of the Customer's obligations set out in this Agreement or violation of any law, or infringement upon or misappropriation of any intellectual property right, publicity or privacy rights, or any other third party's rights.

12 DISCLAIMER OF WARRANTIES

- 12.1** No Warranties. The Services are provided "as is" and "as available" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, PulseLearning expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Services, including all implied warranties of merchantability, performance, fitness for a particular purpose, title and non-infringements. PulseLearning does not warrant that the Services will be provided error-free, uninterrupted, completely secure or virus-free. Furthermore, the Customer acknowledges that PulseLearning shall not be responsible for and does not control any third-party services. The Customer confirms that all data, information or other material placed on these third-party services are solely the Customer's responsibility.
- 12.2** PulseLearning is not responsible for any loss of data or harm done to the Customer's computer, systems or other equipment arising out of or relating to the use of the Services. The Customer also expressly disclaims any warranty that the Services will meet the Customer's requirements. The Customer assumes responsibility for selecting the Services to achieve the Customer's intended results and for the results obtained from the Customer's use of the Services. The Customer shall bear the entire risk as to the quality and performance of the Services. This disclaimer applies to any expenses, damages or injury, regardless of the cause, whether for breach of contract, strict liability, negligence or for any other cause of action.
- 12.3** No Third-Party Representations or Warranties. No third party is authorised by PulseLearning to make any representation or warranty to a Customer regarding the Services.

13 TERM AND TERMINATION

- 13.1** Term. These Terms and Conditions shall govern the Services for the duration applicable to the particular products purchased by the Customer, unless mutually agreed in writing by the Parties or terminated in accordance with this Agreement.
- 13.2** Automatic Renewal. Subscriptions and the related Services will continue automatically at the end of the contract term unless either Party refuses such renewal by written notice 90 or more days before the end of the current term.
- 13.3** Termination. PulseLearning may terminate this Agreement:
- 13.3.1** In the event of the Customer being in breach of any of the terms as set out herein. PulseLearning may, by written notice, require the Customer to remedy such breach. If this has not been remedied within 14 calendar days of receipt of such notice, or if the breach is incapable of being remedied, PulseLearning may terminate the Services.
 - 13.3.2** In the event the Customer becomes the subject to any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
 - 13.3.3** Upon 15 days' prior written notice to the Customer if the Customer fails to pay the fees for the Services and does not cure such failure within the 15-day notice period.
 - 13.3.4** With 60 days' notice for any reason.
- 13.4** **Effects of Termination**
- 13.4.1** Upon date of termination, the Customer shall promptly discontinue use and access of the Services.
 - 13.4.2** Termination or expiry of the Agreement does not affect either Party's rights and obligations that accrued before that termination or expiry.

- 13.4.3** Except to the extent that a Party has ongoing rights to use Confidential Information, at the other Party's request following termination, a Party must promptly return to the other Party or destroy all Confidential Information of the other Party that is in the first Party's possession or control.
- 13.4.4** Termination for any reason shall not relieve the Customer of its duty to pay any fees accrued or due and payable to PulseLearning, including interest prior to the effective date of termination. Termination for any reason shall not relieve the Customer of the obligation to pay all existing and future amounts due.

14 DISPUTE RESOLUTION

- 14.1** In the event of any dispute, controversy or claim as to the Parties' respective rights and obligations or as to any matter arising from or that in any way is related to the Services, including any question as to its existence, validity or termination, both Parties shall attempt in good faith to resolve the dispute between themselves.
- 14.2** If the Parties are unable to resolve the dispute by mutual agreement within 14 days after the dispute is notified in writing by either Party to the other, or within such further period as mutually agreed to, the dispute shall be submitted to a mediator to be approved by mutual agreement or failing mutual agreement to be appointed by the Centre for Effective Dispute Resolution of Ireland who shall consider the resolution of the dispute in a prompt manner. It is only if the matter is not resolved following mediation in accordance with this clause that either Party shall have the right to proceed to have the matter resolved by the judgement of a competent court in Ireland under Irish law.

15 GOVERNING LAW

- 15.1** These terms of engagement and all disputes arising therefrom shall be determined exclusively in accordance with the laws of Ireland and subject to the exclusive jurisdiction of the Irish courts.

16 GENERAL PROVISIONS

- 16.1** These terms are not intended by the Parties to constitute or create a joint venture, partnership or formal business organisation of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein and as agreed in writing between the Parties. This Agreement supersedes all previous communications, representations and arrangements, written or oral. Neither Party shall have authority to bind the other except to the extent authorised herein.
- 16.2** These terms may not be assigned or otherwise transferred by the Customer in whole or in part without the prior written consent of PulseLearning.
- 16.3** Publicity: PulseLearning reserves the right to use the Customer's names and logos in its marketing materials related to the Services.
- 16.4** If any provision of these Terms and Conditions shall be held invalid by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.
- 16.5** Force Majeure. Except for the Customer's payment obligations, neither Party shall be liable to the other Party for any delay or non-performance of its obligations under these Terms and Conditions arising from force majeure. Subject to the Party so delayed promptly notifying the other Party in writing of the reason for the delay and the likely duration of the delay, the performance of the delayed Party's obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists, provided that if performance is not resumed within 30 days after that notice, the non-delayed Party may by notice in writing terminate this agreement.

- 16.6** Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under these Terms and Conditions shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies a Party may have in terms of the law.
- 16.7** These governing terms may be modified or amended only by the Customer following receipt of written agreement signed by PulseLearning. The Customer may not bind PulseLearning by unilateral submission of additional or different Terms and Conditions without written consent to such Terms and Conditions by PulseLearning.
- 16.8** Third-Party Rights. Nothing in this agreement shall confer, nor is it intended to confer, any enforceable right on any third party including, but not limited to, the Customer's NCP except as otherwise expressly so stated. The Customer shall indemnify and hold PulseLearning harmless from any claim brought against PulseLearning by any of its employees, contractors or users, including the Customer's NCP of the service.
- 16.9** Fair and Reasonable Restrictions. Each party expressly acknowledges and agrees that the Terms and Conditions of this Agreement including, without limitation, the limitations on liability, have been individually negotiated and agreed and the fees payable by the Customer hereunder have been specifically calculated on the basis of and taken into account such limitations and restrictions.