



## Workplace Subscription Agreement

### Contract Details

**Meaning of words** - Certain key terms are defined in these Contract Details. Other definitions appear at the beginning of the Standard Terms.

<b>Parties</b>	<b>TalkLife and Customer</b>
<b>TalkLife</b>	A registered company TalkLife Ltd  Company Number: 09104043  Address: 1 Victoria Street, Bristol, England, BS1 6AA
<b>Customer</b>	The Customer is a Helm member.  Helm is a company incorporated and registered in England and Wales with company number 04161814 whose registered office is at The Old Rectory, Church Street Weybridge, Surrey, KT13 8DE.
<b>Date of the agreement</b>	The date when Customer submitted their company details and subscribed.
<b>Effective Date</b>	Unless specified by the parties, the Date of the agreement.
<b>Initial Subscription Term</b>	12 months from the Effective Date.
<b>Subscription Fees</b>	No fees payable.

<b>Structure of this agreement</b>	This agreement is structured as follows:  <b>Standard Terms</b> - these are the terms on which each party perform its obligations.  <b>Schedule 1 - Services:</b> this is a general description of the Product and Services.
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## STANDARD TERMS

### 1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Authorised Users:** those employees of the Customer who are authorised by the Customer to use the Services and for whom a valid User Subscription is in place.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.4.

**Data Protection Legislation:** all applicable laws and regulations from time to time in force relating to the protection of personal information, including the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the GDPR and any laws substituting, re-enacting or replacing any of the forgoing, as amended or updated from time to time.

**GDPR:** The General Data Protection Regulation (Regulation EU 2016/679).

**Normal Business Hours:** 9.00 am to 5.30 pm local UK time, each Business Day.

**Privacy Policy:** the TalkLife privacy policy applicable to the access and use of the Services by Authorised Users, available at <https://www.talklifeworkplace.com/privacy-policy>.

**Services:** the subscription services provided by TalkLife to the Customer under this agreement, as more particularly described in Schedule 1.

**Software:** the online software application provided by TalkLife as part of the Services.

**Subscription Fees:** the subscription fees payable by the Customer to TalkLife for the User Subscriptions, as set out in the Contract Details.

**Terms of Use:** the TalkLife terms of use applicable to the access and use of the Services by Authorised Users, available at <https://www.talklifeworkplace.com/terms-and-conditions>

**User Subscriptions:** the user subscriptions purchased by the Customer (as detailed in the Contract Details) which entitle Authorised Users to access and use the Services in accordance with this agreement.

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 A reference to this agreement includes its schedules, appendices and annexes (if any).

1.3 The table of contents, background section and any clause, schedule or other headings in this agreement are included for convenience only and shall have no effect on the interpretation of this agreement.

1.4 Unless the context otherwise requires, reference to a 'clause' shall be to a clause of the main body of this agreement and reference to a 'paragraph' shall be a reference to the relevant paragraph of a schedule.

1.5 A reference to a 'party' includes that party's personal representatives, successors and permitted assigns.

1.6 A reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.7 A reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.8 Words in the singular include the plural and vice versa.

1.9 Any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.

1.10 A reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form.

1.11 A reference to any law or legislation is a reference to that law or legislation as amended, recast, replaced, extended, re-enacted or consolidated from time to time and includes all subordinate legislation made from time to time under that legislation.

## **2. User subscriptions**

2.1 Subject to the Customer paying the Subscription Fees, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, TalkLife hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services during the Subscription Term.

2.2 In relation to the Authorised Users, the Customer undertakes and agrees that the maximum number of Authorised Users that it authorises to access and use the Services shall not, without TalkLife's prior written agreement, exceed the expected number of User Subscriptions set out in the Contract Details.

2.3 The Customer acknowledges and agrees that the Terms of Use and Privacy Policy shall apply to Authorised Users' access and use of the Services.

## **3. Services**

3.1 TalkLife shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this agreement.

3.2 TalkLife shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

(a) planned maintenance, which may be carried out at any time outside Normal Business Hours, provided that TalkLife shall endeavour to provide at least 5 Business Days' notice in advance of such maintenance, or maintenance as otherwise agreed by the parties; and

(b) unscheduled maintenance at any time for emergency reasons, provided that TalkLife has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

3.3 The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

(i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services in order to build a product or service which competes with the Services; or

(c) subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or

(d) attempt to obtain, or assist third parties in obtaining, access to the Services, other than Authorised Users.

3.4 The Customer acknowledges and agrees that the provision of the Services and User Subscriptions is based on certain assumptions, as set out in Schedule 1 or otherwise agreed by the parties in writing. In the event of any significant changes, including a large increase in the number of individuals requiring access to the Services, or the scope of the Services, TalkLife reserves the right to require a formal change notice to be agreed and signed, including provision for an adjustment to the Subscription Fees payable by the Customer.

#### **4. Data Protection**

4.1 For the purposes of this clause, the following defined terms shall apply - "Controller", "Processor", "Data Subject", "Personal Data" and "Processing/process" and each shall have the meaning given in the Data Protection Legislation.

4.2 TalkLife agrees that they shall act as independent Controller in connection with any Personal Data input to the Services by Authorised Users. Each party shall comply with the Data Protection Legislation in connection with the performance of this agreement.

4.3 TalkLife shall ensure that it has in place appropriate technical and organisational measures to protect Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure, access or processing to ensure a level of security appropriate to the risk and harm that might result from such accidental, unauthorised or unlawful destruction, loss, alteration, disclosure, access or processing of the Personal Data.

4.4 Each party shall:

(a) promptly provide such information and assistance (including by taking all appropriate technical and organisational measures) as the other party may require in relation to the fulfilment of its obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Legislation); and

(b) provide such information, co-operation and other assistance to the other party as the other party reasonably requires (taking into account the nature of processing and the information available) to ensure compliance with its obligations under Data Protection Legislation.

#### **5. TalkLife's obligations**

5.1 TalkLife undertakes that the Services will be performed substantially in accordance with the description for the Services set out in Schedule 1, and with reasonable skill and care.

5.2 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to TalkLife's instructions, or modification or alteration of the Services by any party other than TalkLife or TalkLife's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, TalkLife will, at its expense, use reasonable commercial endeavours to

correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1. Notwithstanding the foregoing, TalkLife:

(a) does not warrant that the Customer's or its Authorised Users' use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained through the Services will meet the Customer's requirements; and

(b) 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 Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.3 This agreement shall not prevent TalkLife from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

5.4 TalkLife warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

## **6. Customer's obligations**

The Customer shall:

(a) provide TalkLife with:

(i) all necessary co-operation in relation to this agreement; and

(ii) all necessary access to such information as may be required by TalkLife,

in order to provide the Services;

(b) comply with all applicable laws and regulations with respect to its activities under this agreement;

(c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, TalkLife may adjust any agreed timetable or delivery schedule as reasonably necessary;

## **7. Charges and payment**

7.1 TalkLife shall waive any charges payable for the Initial Subscription Term.

## **8. Proprietary rights**

8.1 The Customer acknowledges and agrees that TalkLife and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.

8.2 TalkLife confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

## **9. Confidentiality**

9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the other party's lawful possession before the disclosure;

- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body (for the purposes of that disclosure only).

9.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

9.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

9.4 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute TalkLife's Confidential Information.

9.5 This clause 9 shall survive termination of this agreement, however arising.

## **10. IP indemnity**

10.1 TalkLife shall defend the Customer against any claim that the Services infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) TalkLife is given prompt notice of any such claim;
- (b) the Customer provides reasonable co-operation to TalkLife in the defence and settlement of such claim, at TalkLife's expense; and
- (c) TalkLife is given sole authority to defend or settle the claim.

10.2 In the defence or settlement of any claim, TalkLife may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 5 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

10.3 In no event shall TalkLife, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services by anyone other than TalkLife; or
- (b) the Customer's or its Authorised Users' use of the Services in a manner contrary to the terms of this agreement, the Terms of Use, or any instructions given to the Customer by TalkLife; or
- (c) the Customer's use of the Services after notice of the alleged or actual infringement from TalkLife or any appropriate authority.

10.4 The foregoing and clause 12.4(b) states the Customer's sole and exclusive rights and remedies, and TalkLife's (including TalkLife's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

## **11. Disclaimer**

11.1 The Customer acknowledges and agrees that the Services provide a forum for interaction between Authorised Users and other individuals. Whilst TalkLife shall have in place reasonable monitoring mechanisms, it shall not be obliged to monitor or moderate all use of the Services and all communications and submissions made via the Services and cannot be responsible for the same.

11.2 The Services may include references and links to guidance and support, but that these are not intended to constitute professional advice or be solely relied upon by Authorised Users. The Customer acknowledges and agrees that TalkLife disclaims any liability for the same.

## **12. Limitation of liability**

12.1 This clause 12 sets out the entire financial liability of TalkLife (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

- (a) arising under or in connection with this agreement;
- (b) in respect of any use made by the Customer of the Services or any part of them; and
- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

12.2 Except as expressly and specifically provided in this agreement:

- (a) the Customer assumes sole responsibility for results and outputs obtained from the use of the Services by the Customer and its Authorised Users, and for conclusions drawn from such use. TalkLife shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to TalkLife by the Customer in connection with the Services, or any actions taken by TalkLife at the Customer's direction; and
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement.

12.3 Nothing in this agreement excludes the liability of TalkLife:

- (a) for death or personal injury caused by TalkLife's negligence; or
- (b) for fraud or fraudulent misrepresentation.

12.4 Subject to clause 12.2 and clause 12.3:

- (a) TalkLife shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- (b) TalkLife's total aggregate liability in contract (including any indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to £100.

## **13. Term and termination**

13.1 This agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term.

13.2 TalkLife shall contact the Customer, in writing, at least 30 days before the end of the Initial Subscription Term to discuss whether the Customer wishes to proceed with a paid subscription for the Services. If the Customer does not respond within 60 days, the Services will be terminated.

13.3 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(b) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.4 On termination of this agreement for any reason:

(a) all licences granted under this agreement shall immediately terminate;

(b) the Customer shall immediately cease, and procure that all Authorised Users cease, all access and use of the Services;

#### **14. Force majeure**

TalkLife shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of TalkLife or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of any suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

#### **15. Conflict**

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

#### **16. Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### **17. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### **18. Rights and remedies**

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

#### **19. Severance**

19.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

#### **20. Entire agreement**



20.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

20.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

## **21. Assignment**

21.1 The Customer shall not, without the prior written consent of TalkLife, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

21.2 TalkLife may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

## **22. No partnership or agency**

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **23. Third party rights**

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **24. Notices**

24.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand, sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address or email addresses as may have been notified by that party for such purposes.

24.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received 1 Business Day after the day it was sent.

## **25. Governing law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **26. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## Schedule 1: Services

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<b>Services</b>	<p>TalkLife Workplace is an online global mental health support network allowing your employees access to instant, online support at any time of the day, for as long as needed and wherever they are.</p> <p>We use world-first machine learning and fully employed safeguarding teams to monitor in real-time and launch interventions when required. If we detect that members are in a crisis we can launch platform interventions and escalate with minimal delay.</p> <p>TalkLife Workplace utilises peer support where users are encouraged to give and receive support from each other, further supported by peer supporters who are recruited, trained and managed by the TalkLife Workplace team.</p> <ul style="list-style-type: none"><li>• 24/7 access to peer support available on the App Stores and web.</li><li>• A global audience connecting users worldwide with ongoing support.</li><li>• 24/7 Global safeguarding, signposting and moderation of content.</li><li>• Trained peer supporter volunteers on hand to offer support.</li></ul>
<b>Assumptions</b>	<p>This is a subscription to the Services for the Customer's employees.</p> <p>Customer may also support the TalkLife Workplace platform by providing a number of potential employee volunteers to undergo the TalkLife Peer Volunteer training programme. Employees have the opportunity to volunteer over a six-month commitment with a six week training programme.</p>

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