

Terms & Conditions

These terms and conditions (this “Agreement”) governs the relationship between HqO, Inc. a corporation organized under the laws of Delaware, with offices as 38 Chauncy Street, Boston 02111, USA (“HqO”), and you or the entity you you represent (“Customer”) concerning any Services (see definition below) made available to Customer by HqO, including through our app or on a website that we make available.

Access to the Services may be procured via an Order Form entered into by and between Customer and HqO or purchased by the Customer through HqO’s website.

01. Right to Use and Restriction:

- a. Subject to Customer’s timely payment of all applicable Fees, HqO grants to Customer, during the Term a non-exclusive, non-transferable license for Customer to access and use the Services for internal business purposes subject to any limitations set forth in the Agreement. The Customer will not disclose or otherwise allow access to the Service to any third party, including other service providers, or any party that it should reasonably be aware may compete with HqO. The Service includes software, trade secrets and confidential or proprietary information of HqO or its licensors.
- b. Customer must not, on its own or through a third party: (a) access or use the Service or, create or build a service or product that is competitive with the Service, or which uses ideas, features or functions that are similar to the Service; (b) license, sublicense, sell, resell, resyndicate, transfer, assign, distribute, lease, rent, loan, or otherwise commercially exploit or make available to any third party the Service; (c) modify, translate, or make derivative works based upon the Service or any part thereof, or directly or indirectly decrypt, decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code of the Service or any portion thereof or its underlying ideas, techniques or algorithms, including the review of data structures or similar materials produced by the Service; or (d) directly or indirectly use the Service in violation of any applicable laws.

02. Term & Termination:

- a. The subscription to the Services will be provided for a duration of one year (“Initial Term”) which shall then be automatically renewed and extended for the same duration as the previous Term. Either Party may request termination at least thirty (30) days prior to the end of the then-current Term.
- b. Either HqO or Customer may terminate this Agreement if the other Party fails to cure any material breach of this Agreement within thirty (30) days after written notice to the other Party.
- c. Customer may terminate its subscription if it ceases its business operations or becomes subject to insolvency proceedings and such proceedings are not dismissed within sixty (60) days.

- d. Upon any termination, HqO may immediately deactivate the Customer access; provided, however, that in no event shall any such deactivation relieve Customer of any obligation to pay Fees accrued or payable to HqO or of any liability pertaining to Customer's use of the Services prior to such termination.
- e. HqO will make all Customer Data available to Customer for electronic retrieval for thirty (30) days after termination. After such thirty (30) days, HqO shall delete Customer Data in accordance with its Privacy Policy

03. **Fees:**

- a. Fees for use of the Services are set forth in the applicable Order Form or on the HqO website.
- b. All Fees are billed in advance and are non-refundable unless otherwise stated in an Order Form.
- c. Unless otherwise expressly set forth in this Agreement or an Order Form, all Fees are due in full upon Effective Date of the Term.
- d. Unless otherwise stated in an Order Form, HqO's Fees do not include any Taxes.

04. **Data Protection Usage and feedback:**

- a. HqO shall implement and maintain technical, organizational, and physical measures designed to protect the confidentiality, integrity and availability of Customer's data in HqO's possession, custody or control.
- b. You can find details of data security measures implemented by HqO [here](#).
- c. HqO does not collect any personally identifiable information, except for Customer contact information as part of provision of these Services
- d. All data collected will be treated in accordance with the HqO Privacy Policy.
- e. Customer represents and warrants that it owns its data, has the right to provide it to HqO as contemplated under the Agreement, and Customer's provision of data will not violate any third party's rights. Customer data must not include any sensitive personal information ("Customer Data").
- f. Notwithstanding anything to the contrary, HqO shall have the right where permitted by law to collect, aggregate and analyze anonymized or de-identified data and other information relating to Customer and Customer's use of the Services, including, without limitation, information concerning Customer Data and data derived therefrom (collectively, "Anonymized Data"), and HqO will be free during and after the Term to use Anonymized Data to analyze, support, develop, operate and improve the Services and other HqO offerings and for other lawful business purposes, including without limitation, to generate industry benchmarks or best practice guidance, recommendations, or similar reports.
- g. By submitting any feedback or suggestions regarding the Services, or sharing such feedback with HqO, Customer grants to HqO an unlimited, irrevocable, perpetual, sub-licensable, transferable, royalty-free license to use such feedback or suggestion(s) for any purpose and without any obligation or compensation to Customer, or any other Customer representative. No rights or licenses are granted except as expressly set forth herein.

05. **Intellectual Property Rights:**

- a. The Services are made available on a limited access basis, and no ownership right is conveyed to Customers. HqO owns and retains all intellectual property rights in and to (i) the Services (excluding only the Customer Data) and all trademarks, logos and service marks utilized by HqO in connection with the delivery of the Services; (ii) all improvements, enhancements or modifications of the Services; and (iii) any Software, applications, inventions or other technology developed in connection with supporting the Services.
- b. As between Customer and HqO, Customer shall own all intellectual property rights in and to the Customer Data. Customer grants to HqO on behalf of itself a worldwide, non-sublicensable, non-transferrable, non-exclusive, limited license to access, use, copy, reproduce, process, adapt, distribute, publish, transmit, export and display the Customer Data as reasonably necessary (i) to provide, maintain and update the Services; (ii) to prevent or address service, security, support and technical issues; and (iii) as expressly permitted by this Agreement or by Customer in writing.

06. **Confidentiality:**

- a. All information accessed or shared between the Parties under this Agreement that is not available in public domain shall be considered to be "Confidential Information". For avoidance of doubt, Anonymized Data shall not be considered Confidential Data.
- b. Parties expressly agree (i) to protect the confidentiality of Confidential Information using at least the same degree of care and discretion as it uses with its own Confidential Information, but in no event less than a reasonable degree of care; and (ii) not to disclose (except in performance of the Services or as otherwise permitted by this Agreement) to any third person any such Confidential Information without the express prior written consent from the concerned Party. Parties may disclose Confidential Information to its representatives on a strict need to know basis and only to those who are obligated to maintain the confidentiality of such Confidential Information under terms that are at least as protective as the terms set forth herein.
- c. Parties may disclose Confidential Information of the to the extent legally required in connection with any legal or regulatory proceeding.

07. **Publicity; Use of Customer's Marks:**

- a. HqO shall have the right to use Customer's name and logo in a factual manner for marketing or promotional purposes on HqO's website and in other communication with existing or potential HqO customers. The Parties shall work together in good faith to issue at least one mutually agreed upon press release upon Customer's launch of the Services, and Customer otherwise agrees to reasonably cooperate with HqO to serve as a reference upon request.

08. **Exclusion Of Damages.**

- a. Under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) shall either party to this Agreement, or their respective

affiliates, officers, directors, employees, agents, service providers, or licensors, be liable to the other Party or its affiliates for any lost profits , lost sales or business , lost data, business interruption, loss of goodwill, costs of cover or replacement, or for any other type of indirect or incidental, special, exemplary, consequential or punitive loss or damages incurred by the other party or its affiliates in connection with this Agreement,the Services, regardless of whether such party has been advised of the possibility or could have foreseen such damages.

09. **Limitation Of Liability.**

- a. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, HQO'S AGGREGATE LIABILITY TO CUSTOMER, ITS AFFILIATES, OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE SERVICES SHALL IN NO EVENT EXCEED THE SERVICES FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. HQO HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER WITH THE RIGHTS TO ACCESS AND USE THE SERVICES PROVIDED FOR IN THIS AGREEMENT. THIS PROVISION SHALL NOT APPLY TO UNPAID FEES CLAIM.
- b. Limitation of Liability in the Aggregate. The limitation of liability provided for herein applies in aggregate to any and all claims by the Customer and its affiliates, and shall not be cumulative.

10. **Disclaimer.**

- a. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND HQO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HQO DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, VIRUS-FREE OR FREE FROM HARMFUL COMPONENTS; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. HQO DOES NOT WARRANT THAT IT WILL REVIEW THE CUSTOMER DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN THE CUSTOMER DATA WITHOUT LOSS OR CORRUPTION. HQO SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD PARTY PLATFORMS, THIRD PARTY MESSAGING APPLICATIONS, OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF HQO.

11. **Jurisdiction and Applicable Law**

- a. This Agreement (and any non-contractual obligations relating to or connected with this Agreement) is governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions, and HqO and Customer consent to the personal jurisdiction and venue of the state or federal courts located in the Commonwealth of Massachusetts.

12. **Severability and Waiver**

- a. In the event that any provision of this Agreement is found to be invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and remain enforceable between the Parties. No waiver of any provision of this Agreement shall be deemed a further or continuing waiver of such provision or any other provision, and a Party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

13. **Entire Agreement**

- a. This Agreement, including all attachments, policies, exhibits, addendums, and any Order Form(s) related hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes and replaces any prior or contemporaneous representations, understandings and agreements, whether written or oral, with respect to its subject matter. To the extent of any conflict or inconsistency between the provisions of this Agreement and any Order Form, the Order Form shall prevail. No terms or conditions stated in any Customer purchase order or similar documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be considered null and void.

“Services” shall mean as described in the table below unless otherwise noted in an applicable Order Form.

Account Name	Description	Scope of Work	Product Specifications	Customer Obligations	Customer Assumptions
Best Spaces to Work Certification	Published quarterly, the list is based on real estate experience data from tenants and their employees gathered through HqO's proprietary Intelligence products leveraging the world's most powerful and trusted employee experience assessment framework.	HqO to publish and promote certified spaces in HqO paid, earned, and owned channels.	Customers will receive their REX Assessment results through the web access or PDF Customers may be promoted across HqO earned, paid, and owned channels (if applicable) Customer to receive a Public Property page that can be accessed on HqO.com	Customer to have tenants/employees complete the REX Assessment.	REX Score meets or exceeds benchmarks to be certified and promoted as a Best Space to Work.
Public "Property" page	Publicly available property page that is published on HqO's domain	HqO to create and publish property page HqO to promote page for calendar year		Customer to provide details for Public Property page	
REX Assessment	The HqO REX Assessment is the mechanism used to gather employee and tenant sentiment of the workspace. The Assessment is based on the Leesman methodology and has been optimized for both mobile and desktop devices.	HqO to distribute Assessment links via direct-to-user email OR HqO to create static link for customers to distribute to their user base	Users can receive and submit REX Assessments for their company, building and work or amenity space through web or app	Customer to ensure that tenant/employee complete REX assessment	