

Schedule 1 - EdTechPro Subscription Terms and Conditions

1 Interpretation

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

Agreement: means the terms of an Order, including the Order Details and incorporating these Terms and Conditions.

Authorised Users: those employees, agents, independent contractors and any other users of the Customer's Services who are authorised or invited by the Customer to use the Services and/or the Documentation.

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

Confidential Information has the meaning set out in clause 11.1

Customer Branding: the branding elements of the Customer (including any registered or unregistered trade marks) that are to be applied to the Platform, where relevant.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Customer's Services: the website(s) or other services operated by the Customer which integrate with or incorporate the Services.

Documentation: any documentation made available to the Customer by the Supplier which may include a description of the Services and user instructions for the Services.

Effective Date: where the parties have executed an Order Form or written agreement incorporating these Terms and Conditions, the date such Order Form or written agreement is executed by the parties.

External Authorised User: any user who is authorised by the Customer to access the Customer's Services as a member of the public in relation to services provided by the Customer to the user.

Fees: the fees payable by the Customer to the Supplier for the Services, as set out in the Order Details, including any Subscription Fees and Other Fees.

Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or an Authorised User (but not the Supplier) relating to security of network and information systems

and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Improvements: any improvement, enhancement or modifications to the Platform, the Services, or the functionality or features offered by them, whether following requests or feedback from the Customer or suggestions made by the Supplier.

Initial Subscription Term: the initial term of the relevant Services as set out in the Order Details, commencing on the Subscription Start Date.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, all other rights in the nature of copyright, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Normal Business Hours: 9.00 am CET to 4.30 pm CET, each Business Day.

Notice Period: the period set out in the Order Details or, if it is not set out in the Order Details, 30 days.

Other Fees: any fees set out in the Order Details which are not Subscription Fees, including (without limitation) for training Authorised Users on the use of the Services.

Order: an agreement between the parties, incorporating these Terms and Conditions, under which the Customer agrees to purchase and the Supplier agrees to provide the Services, as set out in the Order Details.

Order Details: the descriptions of the Services, Fees, Subscription Start Date, Initial Subscription Period, the details of any Trial Period, and other material terms relating to the Services (which may be supplemented by the Documentation for the specific Services), as set out in an Order Form or written agreement incorporating these Terms and Conditions.

Payment Terms: the method and terms of payment specified in the Order Details.

Platform: the platform(s) through which the Supplier provides the Services to the Customer, including the Software and infrastructure.

Services: the subscription-based services provided by the Supplier to the Customer under this Agreement via the Platform, as specified in the Order Details, and as may be more particularly described in the Documentation.

Software: the online software applications provided by the Supplier as part of the Services.

Subscription Fees: the subscription fees payable for the Services, as set out in the Order Details.

Subscription Start Date: the date the Services go live, as set out in the Order Details.

Subscription Term: the duration of the relevant Services, being the Initial Subscription Term together with any subsequent Renewal Periods.

Support Policy: the Supplier's policy for providing support and maintenance services in relation to the Services, including in relation to any defined service levels, as set out in Annex 4 or as otherwise agreed in the Order Details.

Trial Period: any trial period for the Services, if set out in the Order Details.

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.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

1.9 A reference to writing or written includes e-mail.

1.10 References to clauses are to the clauses of these Terms and Conditions.

2 Licence terms

2.1 During the Subscription Term, and subject to the Customer paying the Fees, the restrictions set out in this clause 2, and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable, revocable right to use (and to permit Authorised Users to use) the Services and the Documentation for the Customer's internal business purposes and for External Authorised Users to access the Customer's Services.

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

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

2.2.2 facilitates illegal activity;

2.2.3 depicts sexually explicit images;

2.2.4 promotes unlawful violence;

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

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

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

2.4 The Customer shall not:

2.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

2.4.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

2.4.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the Services; or

2.4.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

2.4.3 use the Services and/or Documentation to provide services to third parties who are not Authorised Users; or

2.4.4 subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party; or

2.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; or

2.4.6 introduce or permit the introduction of, any Virus or Vulnerability into the Software or the Supplier's network and information systems.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

2.6 The rights provided under this Agreement are granted to the Customer only for use by the school(s) specifically referred to in the Order Form, and shall not be considered granted to any subsidiary or holding company of the Customer or for use by any school(s) not specifically referred to in the Order Form.

3 Services

3.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.

3.2 The Supplier shall use commercially reasonable endeavours to make the Services available and shall provide support and maintenance for the Services in accordance with its Support Policy for the relevant Services.

3.3 The Supplier may, at its discretion, update the Software and change the operation of the Services from time to time, provided that such updates and changes shall not result in a material reduction in functionality.

3.4 Where the Order Details include a Trial Period:

3.4.1 during the Trial Period, and subject to the Customer complying at all times with:

3.4.1.1 the Supplier's instructions;

3.4.1.2 the restrictions set out in clauses 2.2 to 2.5;

3.4.1.3 such other conditions as may be set out in the Order Details as applying to the Trial Period; and

3.4.1.4 where relevant to the Trial Period, the other terms and conditions of this Agreement,

3.4.2 the Supplier hereby grants to the Customer a non-exclusive, non-transferable, revocable right to use (and to permit Authorised Users to use) the Services and the Documentation for the limited purposes of assessing whether to proceed to a subscription for the relevant Services; and

3.4.3 clauses 3.2 (Support), 8.1 (Supplier's obligations) and 13.2 (Supplier's indemnity) shall not apply to the Trial Period.

4 Orders

4.1 If there is an inconsistency between any of the provisions in these Terms and Conditions and any Order Details the Order Details shall take priority over these Terms and Conditions.

5 Data protection

5.1 Annex 1 (Data Protection) shall apply in respect of the processing of personal data under this Agreement.

6 Third party providers

6.1 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

6.2 Where the Customer engages or authorises any third party to act as an intermediary between the Customer and the Supplier for the transfer of Customer Data, the Customer does so solely at its own risk. This shall be the case even if the Supplier informs the Customer that the Services can only be provided if the Customer engages or authorises such third party. The Customer shall be responsible for its own due diligence in relation to the third party. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to such third-party or their services including, without limitation, the availability of their services. The Supplier shall have no liability in relation to the availability or unavailability of the third-party services and the Customer shall not be entitled to any refund of any Fees in relation to the availability of the third-party services.

6.3 Where the third-party makes changes to its services, which would require the Supplier to make changes to the Platform in order to maintain the integration with the third-party services, the Supplier shall have no obligation to make such changes unless agreed by the parties in an Order, specifying any Fees for the work involved.

7 Supplier's obligations

7.1 The Supplier shall perform the Services substantially in accordance with the Documentation and with reasonable skill and care.

7.2 The Supplier's obligations at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the terms of clause 7.1, the Support Policy shall apply.

7.3 Subject to the Support Policy, the Supplier:

7.3.1 does not warrant that:

7.3.1.1 the Customer's use of the Services will be uninterrupted or error-free; or

7.3.1.2 that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or

7.3.1.3 the Software or the Services will be free from Vulnerabilities or Viruses; or

7.3.1.4 the Software, Documentation or Services will comply with any Heightened Cybersecurity Requirements.

7.3.2 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 and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities;

7.3.3 is not responsible for any problems caused by the failure of the Customer or any Authorised User to ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time.

7.4 This Agreement shall not prevent the Supplier 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.

7.5 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

7.6 The Supplier shall follow its standard archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

8 Customer's obligations

8.1 The Customer shall:

8.1.1 provide the Supplier with:

8.1.1.1 all necessary co-operation in relation to this Agreement; and

8.1.1.2 all necessary access to such information as may be required by the Supplier;

8.1.2 in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

8.1.3 without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;

8.1.4 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, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

8.1.5 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

8.1.6 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

8.1.7 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

8.1.8 be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the

Customer's network connections or telecommunications links or caused by the internet.

8.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

9 Charges and payment

9.1 The Customer shall pay the Fees to the Supplier in accordance with this clause 9 and the Payment Terms.

9.2 If the Supplier has not received payment by the due date, and without prejudice to any other rights and remedies of the Supplier:

9.2.1 the Supplier may, without liability to the Customer, disable the Customer's and any or all Authorised Users' passwords, accounts and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the amounts concerned remain unpaid; and

9.2.2 interest shall accrue on a daily basis on such due amounts at a daily rate equal to 4 %, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.3 All amounts and fees stated or referred to in this Agreement:

9.3.1 shall be payable in pounds sterling, or such other currency as is specified in the Order Details;

9.3.2 are, subject to clause 13.3.2, non-cancellable and non-refundable;

9.3.3 are exclusive of value added tax, which shall be added to the invoice(s) at the appropriate rate.

9.4 The Supplier shall be entitled to increase the Fees, with effect from each anniversary of the Subscription Start Date upon 30 days' prior notice to the Customer and the Order Details shall be deemed to have been amended accordingly.

10 Intellectual Property

10.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any 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 or the Documentation.

10.2 Without prejudice to the generality of clause 10.1, the Customer acknowledges and agrees that the Supplier will own all Intellectual Property Rights in any Improvements, and that such Improvements may be incorporated into the Services and Platform for use by other customers of the Supplier.

10.3 To the extent that they do not automatically vest in the Supplier, the Customer (by way of present assignment of future rights where appropriate) hereby assigns to the Supplier absolutely with full title guarantee all its right, title and interest in and to the Intellectual Property Rights in the Improvements, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of any of the Intellectual Property Rights whether occurring before, on, or after the date of this Agreement.

10.4 The Supplier acknowledges and agrees that the Customer and/or its licensors own all Intellectual Property Rights in the Customer Data and Customer Branding. The Customer grants to the Supplier:

10.4.1 such rights in relation to the Customer Branding as are required by the Supplier to provide the Services; and

10.4.2 subject always to Annex 1 (Data Protection), a worldwide, non-exclusive, perpetual, irrevocable, non-exclusive, royalty-free licence to:

10.4.2.1 copy and modify the Customer Data for the purpose of providing the Services; and

10.4.2.2 collect and/or create anonymised data and other information related to the Customer's and/or Authorised Users' use of the Services and any feedback provided by the Customer and any Authorised User and to used such anonymised data for the Supplier's own business purposes, including after the termination or expiry of this Agreement.

10.5 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

11 Confidentiality

11.1 Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this Agreement in connection with the Services, including but not limited to:

11.1.1 the terms of this Agreement;

11.1.2 any information that would be regarded as confidential by a reasonable business person relating to:

11.1.2.1 the business, assets, affairs, customers, clients, suppliers, or plans of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and

11.1.2.2 the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);

11.1.3 any information developed by the parties in the course of carrying out this Agreement and the parties agree that:

11.1.3.1 details of the Services, and the results of any performance tests of the Services, shall constitute Supplier Confidential Information; and

11.1.3.2 Customer Data shall constitute Customer Confidential Information.

11.2 **Representatives** means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

11.3 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:

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

11.3.2 was in the other party's lawful possession before the disclosure;

11.3.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

11.3.4 the parties agree in writing is not confidential or may be disclosed.

11.4 Subject to clause 11.6, each party shall hold the other's Confidential Information in confidence and 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.

11.5 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.

11.6 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.6, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

11.7 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11.8 The provisions of this clause 11 shall survive for a period of five years from termination or expiry of this Agreement.

12 Indemnity

12.1 Without prejudice to the Supplier's obligations to perform its obligations in accordance with the terms of this Agreement, the Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's and any Authorised Users' use of the Services and/or Documentation, provided that:

12.1.1 the Customer is given prompt notice of any such claim;

12.1.2 the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

12.1.3 the Customer is given sole authority to defend or settle the claim.

12.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Documentation in accordance with this Agreement infringes any United Kingdom or European 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:

12.2.1 the Supplier is given prompt notice of any such claim;

12.2.2 the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and

12.2.3 the Supplier is given sole authority to defend or settle the claim.

12.3 In the defence or settlement of any claim, the Supplier 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 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

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

12.4.1 a modification of the Services or Documentation by anyone other than the Supplier; or

12.4.2 the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or

12.4.3 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority; or

12.4.4 the Customer's breach of this Agreement.

12.5 The foregoing and clause 13.3.2 states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees, agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13 Limitation of liability

13.1 Except as expressly and specifically provided in this Agreement:

13.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;

13.1.2 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; and

13.1.3 the Services and the Documentation are provided to the Customer on an "as is" basis.

13.2 Nothing in this Agreement excludes the liability of the Supplier:

13.2.1 for death or personal injury caused by the Supplier's negligence; or

13.2.2 for fraud or fraudulent misrepresentation.

13.3 Subject to clause 13.1 and clause 13.2:

13.3.1 the Supplier 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, wasted expenditure, 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

13.3.2 the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 12.2), 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 the total Fees paid during the 12 months immediately preceding the date on which the claim arose.

13.4 Nothing in this Agreement excludes the liability of the Customer for any breach, infringement or misappropriation of the Supplier's Intellectual Property Rights.

14 Term and termination

14.1 This Agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue as follows:

14.1.1 where the Order Details include a Trial Period:

14.1.1.1 the Trial Period shall commence on the date indicated in the Order Details and the Agreement shall continue for the Trial Period; and

14.1.1.2 upon expiry of the Trial Period, the Services shall automatically terminate, unless the parties have agreed in writing to continue for the Subscription Term and the Customer has paid the relevant Fees, in which case clause 14.1.2 shall apply;

14.1.2 the Agreement shall continue for the Initial Subscription Term, which shall commence on the Subscription Start Date and thereafter shall be automatically renewed for successive periods of the renewal duration indicated in the Order Details, or if no such duration is included, an equivalent duration to the Initial Subscription Term (each a **Renewal Period**) unless terminated by either party giving to the other written notice of termination at least equal to the Notice Period before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period.

14.2 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:

14.2.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than [14] days after being notified in writing to make such payment;

14.2.2 the other party commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of [30] days after being notified in writing to do so;

14.2.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;

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

14.2.5 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

14.3 On termination of this Agreement for any reason:

14.3.1 all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;

14.3.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

14.3.3 the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession. Where the Customer requires a copy of the Customer Data upon termination, it shall request this in writing, no later than 10 days before the effective date of the termination of this Agreement. If the Customer issues such a request, the Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 10 days of the termination of this Agreement, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and

14.3.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

15 Force majeure

15.1 The Supplier 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 the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, epidemic or pandemic, 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 suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

16 Variation

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

17 Waiver

17.1 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

18.1 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-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

19.2 If any provision or part-provision of this Agreement is deemed deleted under clause 19.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20 Entire agreement

20.1 This Agreement, including the Order Details constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

20.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

20.4 Nothing in this clause shall limit or exclude any liability for fraud.

21 Assignment

21.1 The Customer shall not, without the prior written consent of the Supplier, 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 The Supplier 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

22.1 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

23.1 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 or sent by pre-paid first-class post or tracked delivery to the other party at its address set out in the Order Details, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address, as set out in the Order Details.

24.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Normal 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 at the time of transmission.

24.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25 Governing law

25.1 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 interpreted in accordance with the law of England and Wales.

26 Jurisdiction

26.1 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).

Annex 1 – Data Protection

1 For the purposes of this Annex:

1.1 Any reference to a “paragraph” is a reference to a paragraph in this Annex.

1.2 The terms **controller, processor, data subject, personal data, personal data breach and processing** shall have the meaning given to them in the UK GDPR.

1.3 **Applicable Data Protection Laws:** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and, where applicable, all legislation and regulatory requirements in force from time to time in other jurisdictions which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

1.4 **Customer Personal Data:** any personal data which the Supplier processes in connection with this Agreement, in the capacity of a processor on behalf of the Customer, as referred to in the Data Protection Particulars.

1.5 **Data Protection Particulars:** the particulars of processing, setting out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject for the Customer Personal Data, as set out in Annex 2, as may be varied by the Order Details.

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

1.7 **Purpose:** the purposes for which the Customer Personal Data is processed, as set out in the Data Protection Particulars.

1.8 **Standard Contractual Clauses (SCC)** means the clauses approved from time to time by the United Kingdom government or Information Commissioner's Office for the transfer of Personal Data from the United Kingdom to processors established in third countries (controller-to-processor transfers), or equivalent terms.

1.9 **UK GDPR** has the meaning given to it in the Data Protection Act 2018.

2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This Annex is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

3 The parties have determined that, for the purposes of Applicable Data Protection Laws the Supplier shall process the Customer Personal Data, as a processor on behalf of the Customer, the data controller.

4 Should the determination in paragraph 3 change, then each party shall work together in good faith to make any changes which are necessary to this Annex or other parts of the Agreement.

5 The Customer warrants that it has an appropriate privacy policy in place in relation to the processing and

collection of Customer Personal Data undertaken by the Supplier on behalf of the Customer in relation to the Services, that this has been brought to the attention of relevant data subjects and that (where required) consent has been obtained from such data subjects.

6 In relation to the Customer Personal Data, the Data Protection Particulars set out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.

7 Without prejudice to the generality of paragraph 2 the Supplier shall, in relation to Customer Personal Data:

7.1 process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the Purpose, unless the Supplier is required by applicable laws to otherwise process that Customer Personal Data. Where the Supplier is relying on a legal obligation as the basis for processing Customer Processor Data, the Supplier shall notify the Customer of this before performing the processing required by the applicable laws unless those laws prohibit the Provider from so notifying the Customer;

7.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

7.3 ensure that any personnel engaged and authorised by the Supplier to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

7.4 assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

7.5 notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;

7.6 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Agreement unless the Supplier is required by applicable law to continue to store or to process that Customer Personal Data. For the purposes of this paragraph 7.6, Customer Personal Data

shall be considered deleted where it is put beyond further use by the Supplier; and

7.7 maintain records to demonstrate its compliance with this Annex and allow for reasonable audits by the Customer or the Customer's designated auditor, for this purpose, on reasonable written notice.

8 The Customer hereby provides its prior, general authorisation for the Supplier to:

8.1 appoint processors to process the Customer Personal Data, provided that the Supplier:

8.1.1 shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Supplier in this Annex;

8.1.2 shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and

8.1.3 shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.

8.2 transfer Customer Personal Data outside of the UK and European Economic Area as required for the Purpose, provided that the Supplier shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

9 As at the date of this Agreement, the Supplier has appointed the parties listed in Annex 3 as processors who will process the Customer Personal Data.

10 Either party may, at any time on not less than 30 days' notice, revise this Annex by replacing its relevant provisions with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

11 The Supplier shall also collect and process personal data relating to the Customer's staff and contacts, acting as a controller (e.g. for customer relationship management, billing purposes etc.). Further details can be found in the Supplier's privacy policy which is

available on the Supplier's website at www.edtechpro.co.uk or on request via email to Support@edtechpro.co.uk

Annex 2 – Particulars of Processing

1 The particulars of processing for the Customer Personal Data are as follows:

1.1 Scope: to the extent necessary for provision of the Services.

1.2 Nature: digital collection, processing, analysis and storage of the Customer's business data including the Customer's MIS data including Guardian, Student and Staff data.

1.3 Purpose of processing: provision of the Services to the Customer.

1.4 Duration of the processing: during the Subscription Term; and for such period thereafter as is required by law.

1.5 Types of Personal Data:

1.5.1 Authorised User account details, including names and email addresses; and

1.5.2 Any personal data included in the Customer Data entered into the Platform, which is expected to include

1.5.2.1 Identity data;

1.5.2.2 Contact data;

1.5.2.3 Education data

1.5.2.4 Health data;

1.5.2.5 Employment details

1.5.2.6 Student record

1.5.2.7 Demographic and deprovision indicators

1.5.2.8 Attendance and attainment data;

1.5.2.9 Admissions data

1.5.2.10 Correspondence and communications data.

1.6 Categories of Data Subject:

1.6.1 Authorised Users of the Customer, including:

1.6.1.1 the Customer's staff (including any employees, workers, volunteers, agents, and contractors);

1.6.1.2 the Customer's students/pupils

1.6.1.3 the parents/guardians/relatives of the pupils enrolled with the Customer; and

1.6.1.4 the visitors to the Customer's premises.

1.6.2 Any person whose personal data is included in the Customer Data entered into the Platform, including pupils enrolled or formerly enrolled with the Customer.

Annex 3 – Sub-processors

The Supplier's current sub-processors are:

Company	Service	Data	Data Protection Agreement in place
OVHCloud	Server Hosting	Customer's client data	YES
DigitalOcean	Server Hosting	Customer's client data	YES
Wonde	MIS Integration Partner	Customer's client data	YES
Arbor	MIS Integration Partner	Customer's client data	YES
Auth0	Customer Authentication	Customer's client data	YES

Annex 4 – Support Policy

1. Service Availability

1.1 The Supplier shall use commercially reasonable endeavours to ensure that the Services are available 98% of the time, measured on a calendar monthly basis (**Service Availability**).

2. Support Requests

2.1 The Customer shall log all support requests via email to Support@edtechpro.co.uk.

2.2 Support requests received outside of Normal Business Hours will be deemed to have been received at the start of the next period of Normal Business Hours.

3. Fault Classification and Response Times

3.1 Faults shall be classified into three levels as follows:

- (a) **Critical Fault:** A complete loss of service impacting all users and requiring immediate resolution.
- (b) **Major Fault:** A significant degradation or partial loss of service affecting multiple users.
- (c) **Minor Fault:** A minor issue that does not significantly impact the use of the service.

3.2 The Supplier shall use commercially reasonable endeavours to comply with the following response and fix times:

Fault Level	Response Time	Fix Time (estimated)
Critical Fault	24 hours	48 hours
Major Fault	24 hours	72 hours
Minor Fault	3 days	As notified by the Supplier

4. Remedies

4.1 Service credits shall accrue at a rate of 5% of the annual Subscription Fees for each full week that the availability of the Services falls below the Service Availability in paragraph 1.1, starting from the time the breach is identified, up to a maximum of 50% of the annual Subscription Fees.

4.2 Service credits are not available as a refund. They shall be applied to the Customer's account and can be used towards future invoices.

4.3 The Supplier shall not be liable for any failure to meet the obligations in this Annex that is the result of any force majeure event, misuse, or negligence by the Customer or a third party.