

CONDITIONS

Definitions referred to in these conditions are references to defined terms in the Agreement Summary, unless specified otherwise.

1. Our agreement with you.

- 1.1 **Term of our agreement.** Our agreement with you will start on the Start Date and end on the End Date, unless either one of us terminates the agreement earlier in accordance with these Conditions.
- 1.2 **The terms that apply to our agreement.** Our agreement with you is made up of these Conditions, the Agreement Summary and any Schedules and Annexes which are attached to the Agreement Summary, to the exclusion of all other terms and conditions.

2. About the Weduc Platform

- 2.1 **Overview.** The standard features and functionalities are listed in the Modules & Services section of your Agreement. Any optional features / functionality that you have purchased are set out in the Cost section of your Agreement. This is known as the “**Weduc Platform.**”
- 2.2 **Usage.** Provided you pay us the amounts due to us on time, and the Weduc Platform is used in accordance with our policies (details of which can be found at www.weduc.com), we will permit you and your authorised users (**Users**) to use the Weduc Platform.
- 2.3 **Security and passwords.** It is important that your Users do not share their password and/or log in credentials with anyone else. If they do, we may suspend their access to the Weduc Platform. You shall not licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Weduc Platform, associated services and/or documentation supplied to you and your Users, available to any third party.
- 2.4 **What happens if you need help and support.** As part of the services we provide, we offer maintenance and support to you and your Users, details of which can be found at www.weduc.com/support. Please note that we may not be able to resolve every issue and we do not guarantee that the Weduc Platform will be uninterrupted and/or error free.
- 2.5 **Third party products and services.** As part of the Weduc Platform, we may offer access to third party products and/or services. Please note that yours and your User's use of such services is subject to that third party's terms and conditions of use and we will not be responsible to you or any third party in connection with the use of any third party products unless we expressly agree in writing in advance.

3. Rights in the Weduc Platform.

- 3.1 We own all the intellectual property rights in and to the Weduc Platform and the services we provide (**IPR**) to you unless we expressly agree otherwise in writing in advance. In addition, any other intellectual property rights which we have created before or after the date of the agreement vest in and remain our absolute property at all times (**Other IPR**). You will do all things necessary and perform such acts and execute such documents at your own cost to ensure that the IPR and the Other IPR remains vested in us at all times.
- 3.2 Provided you comply with your obligations under this agreement, your Users have a licence to use the IPR to enable them to use and interact with the Weduc Platform, solely for your own business purposes.
- 3.3 If you do not comply with these provisions we may terminate the agreement, claim any liabilities, losses, damages, costs and expenses which we may suffer or incur as a result of your failure to comply and/or suspend and/or disable your access to the Weduc Platform.

4. Data and Data Protection

- 4.1 **Results obtained from the use of the Weduc Platform.** You are solely responsible (and we shall not have any liability and/or responsibility to you), for the legality, reliability, integrity, accuracy and quality of such results and data.
- 4.2 **Compliance with data protection legislation.** We both agree to comply with our respective obligations under the data protection legislation. For these purposes, “data protection

legislation” includes the UK General Data Protection Regulation (**UK GDPR**), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (as amended), together with amendments or replacement legislation if you are based in England and Wales. If you are based outside of the UK the EU GDPR 2016/679 will apply. In addition, the following definitions shall apply: **Commissioner, controller, data subject, personal data, personal data breach, processor** and **processing, and data subject** shall have the meanings given to them in the UK GDPR.

4.3 **Our roles.** For the purposes of the data protection legislation, we are the processor and you are the controller. You shall ensure that you have all necessary licences and consents that are required to enable us to process personal data on your behalf.

4.4 **How we will process your data.** We will only process your personal data to perform our agreement with you in line with our privacy and GDPR policy which can be found at www.weduc.com unless you give us permission for other purposes. Please refer to the section on our website relevant to you, depending upon whether you are a customer based in England and Wales or a customer based outside of England and Wales. In addition, we:

- (a) will only process the personal data to the extent, and in such a manner, as is necessary for the performance of our agreement with you in accordance with your written instructions. We will not process the personal data for any other purpose or in a way that does not comply with our agreement or the data protection legislation. You will promptly notify us, if in your opinion, our instructions do not comply with the data protection legislation.
- (b) shall promptly with any written instructions issued by you to us amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- (c) will maintain the confidentiality of the personal data and will not disclose the personal data to third-parties unless you specifically authorise the disclosure, or as required by domestic law, court or regulator (including the Information Commissioner). If a domestic law, court or regulator (including the Information Commissioner) requires us to process or disclose the personal data to a third-party, we will inform you of such legal or regulatory requirement and give you an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice.
- (d) shall reasonably assist you, with meeting your compliance obligations under the data protection legislation, taking into account the nature of our processing and the information available to us, including in relation to data subject rights, data protection impact assessments and reporting to and consulting with the Commissioner under the data protection legislation.
- (e) will only collect personal data for you using a notice or method that you specifically pre-approves either in writing or within the Weduc Platform configuration, which contains an approved data privacy notice informing the data subject of your identity, the purpose or purposes for which their personal data will be processed, and any other information that, having regard to the specific circumstances of the collection and expected processing, is required to enable fair processing. We will not modify or alter the notice in any way without your written consent.

4.5 We shall at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the personal data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of personal data including, but not limited to, the security measures set out in 0. We shall document and review those measures in writing and periodically review them at least annually to ensure they remain current and complete.

4.6 We shall implement such measures to ensure a level of security appropriate to the risk involved, including not limited to as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.
- 4.7 We shall within 24 hours notify you in writing if we become aware of:
 - (a) the loss, unintended destruction or damage, corruption, or unusability of part or all of the personal data which is not a result of a Customer instruction or action, either within the Weduc Platform or within the associated MIS. Where this is a result of our error we shall restore such personal data at our own expense as soon as possible;
 - (b) any accidental, unauthorised or unlawful processing of the personal data; or
 - (c) any personal data breach.
- 4.8 Where we become aware of (a), (b) and/or (c) above, it will, without undue delay, also provide you with the following written information:
 - (a) description of the nature of (a), (b) and/or (c), including the categories of in-scope personal data and approximate number of both data subjects and the personal data records concerned;
 - (b) the likely consequences; and
 - (c) a description of the measures taken or proposed to be taken to address (a), (b) and/or (c), including measures to mitigate its possible adverse effects.
- 4.9 Immediately following any accidental, unauthorised or unlawful personal data processing or personal data breach, the parties will co-ordinate with each other to investigate the matter. Further, we will reasonably co-operate with you in your handling of the matter for your instance of the Weduc Platform, including but not limited to:
 - (a) assisting with any investigation;
 - (b) providing you with physical access to any facilities and operations affected;
 - (c) facilitating interviews with our employees, former employees and others involved in the matter including, but not limited to, its officers and directors;
 - (d) making available all relevant records, logs, files, data reporting and other materials required to comply with all data protection legislation or as otherwise reasonably required by you;
 - (e) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the personal data breach or accidental, unauthorised or unlawful personal data processing.
- 4.10 We will not inform any third-party of any accidental, unauthorised or unlawful processing of all or part of the personal data and/or a personal data breach without first obtaining your written consent, except when required to do so by domestic law.
- 4.11 We agree that you have the sole right to determine:
 - (a) whether to provide notice of the accidental, unauthorised or unlawful processing and/or the personal data breach to any data subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in your discretion, including the contents and delivery method of the notice; and
 - (b) whether to offer any type of remedy to affected data subjects, including the nature and extent of such remedy.
- 4.12 We will cover all reasonable expenses associated with the performance of the obligations under clause 4.7 to clause 4.9 unless the matter arose from your specific written instructions, negligence, wilful default or breach of the agreement, in which case you will cover all reasonable costs and expenses.

- 4.13 **Scope and nature of processing.** In relation to your personal data, ANNEX A sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and categories of data subject.
- 4.14 **Appointing sub-processors.** You authorise us to appoint a third-party (**subcontractor**) to process the personal data provided:
- (a) you are provided with an opportunity to object to the appointment of each subcontractor within 20 working days after we supply you with full details in writing regarding such subcontractor;
 - (b) you or we enter into a written contract with the subcontractor that contains terms substantially the same as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures, and, your written request, provides you with copies of the relevant excerpts from such contracts;
 - (c) we maintain control over all of the personal data it entrusts to the subcontractor; and
 - (d) the subcontractor's contract terminates automatically on termination of this agreement for any reason.
- 4.15 **What happens when we link your existing data to your management information system or student information system.** We will agree with you in advance as to how this will be done and what assistance we will require from you. You are responsible for the MIS data, once the data you provide has been linked to the Weduc Platform, you will check it to confirm that you are happy with the accuracy and the reliability of the data that has been linked. We will not have any responsibility to you whatsoever for data that has linked which is unreliable and/or inaccurate once you have confirmed you are happy with it.
5. **Confidential information.** We agree to keep each other's confidential information confidential even after the termination of this agreement. "confidential information" shall include but is not limited to information concerning our respective businesses and our trade secrets. We agree that either one of us may disclose confidential information to the extent such 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 the party making the disclosure is legally permitted to do so, it gives the other party as much notice of such disclosure as possible. By signing this agreement, you give us your permission to use your school's name and logo for our own promotional and marketing purposes.
6. **Our commitment to you.** We will provide the Weduc Platform and associated services as agreed in the Costs section of the Agreement with reasonable skill and care. We shall not have any liability or responsibility where any non-conformance is due to the use of the Weduc Platform or other services contrary to our instructions, or modification or alteration of the Weduc Platform or services other than by us or our duly authorised contractors or agents.
7. **Your commitment to us.** To enable us to provide the Weduc Platform to you and your Users and the services agreed as set out in the Costs section of the Agreement, you shall: (a) to co-operate with us at all times; (b) ensure you have all necessary licences, consents and permission in place; and (c) be responsible for and ensure that its network and systems comply with the relevant specifications provided by us to you from time to time and function efficiently in accordance with such specifications.
8. **Paying us**
- 8.1 **Paying us as agreed and on time.** You agree to make the payments set out in the Costs section of the Agreement on the due dates for payment. If we provide additional services either via our sales team or directly via the Weduc Platform in addition to this agreement, we may charge for these by raising an invoice which shall be payable within 30 days from the date of invoice unless we agree otherwise. Please note our charges only include the provision of one instance of the Weduc Platform. If you need more than one instance of the Weduc Platform and/ or you want to make changes to pupil numbers (over and above agreed variances), additional charges will be incurred.
- 8.2 **What happens if you do not pay on time.** If we don't receive payment on or before the invoice due dates, and without prejudice to any other rights and remedies we may have we may: (a) disable the use of the Weduc Platform and associated services (or any part of them);

and/or (b) charge interest which shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of our bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9. Our liability to you and your liability to us.

9.1 **Generally.** References to liability in this clause 9, includes every type of liability arising under or in connection with this agreement including but not limited to liability in tort (including negligence), contract, misrepresentation, restitution or otherwise.

9.2 **Liability which neither of us can limit or exclude.** Neither of us can limit our liability to the other in respect of any of the following: a) death or personal injury caused by a party's own negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability which cannot be limited or excluded as a matter of law.

9.3 **Your liability to us and our liability to you.** Subject to clauses 9.2 and 9.4, each party's liability to the other shall be limited to £1million in respect of breach by a party of its obligations under the Data Protection Legislation; or 150% of the charges paid by you in respect of all other liabilities arising under or in connection with this agreement.

9.4 **Excluded types of losses.** We will not be liable to you in any circumstances for any indirect and/or consequential losses. Such losses may include but are not limited to loss of profit, loss of anticipated savings, loss of revenue, loss or corruption of data (save where we are in breach of our obligations under the data protection legislation), loss of goodwill, loss of business and pure economic loss.

10. Ending our agreement.

10.1 **When either one of us can end the agreement.** Without affecting any other right or remedy available to either party, either one of us may terminate the 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 the agreement; (b) the other party repeatedly breaches any of the terms of the agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the agreement; (c) 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 within the meaning of section 123 of the Insolvency Act 1986; or (d) on the happening of any other insolvency related event.

10.2 **When we can terminate the agreement.** In addition to the rights set out in this clause 10, we can end our agreement if you use the Weduc Platform contrary to the agreement; fail to pay us on time; or use or infringe the IPR or Other IPR contrary to the licence granted in the agreement.

10.3 **What happens on termination.** On termination of the agreement for any reason: (a) you shall immediately cease using the Weduc Platform and any associated services; (b) we will destroy or otherwise dispose/ delete of any of your data in our possession; (c) and you will immediately pay all undisputed outstanding charges due and payable to us (including those which are due but have not yet been invoiced).

11. Other important terms

11.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under this agreement to another organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the agreement.

11.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under the agreement if we agree to this in writing, this would include a change of name or coming part of a larger organisations such as an academy or trust. Where there are multiple schools under one agreement, each school is granted a licence to use the Weduc Platform which is non-transferrable unless we give our prior written consent. As referred to above, you will only have one instance of the Weduc Platform unless you pay for another instance.

- 11.3 **Nobody else has any rights under the agreement.** The agreement is between you and us. No other person shall have any rights to enforce any of its terms.
- 11.4 **Events beyond our control.** Due to circumstances beyond our control, we may not be able to perform some or all of the agreement with you; this is known as "Force Majeure." Such circumstances may include fire, riot, flood or other natural disaster, epidemic, pandemic, governmental laws or restrictions, failure of utilities, failure of telecommunications systems, strike or lock-out. In such circumstances we will be able to bring the agreement to and end without any liability by giving you four weeks' notice in writing.
- 11.5 **If a court finds part of the agreement unlawful and/or unenforceable, the rest will continue in force.** Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 11.6 **What happens if you are dissatisfied with the services we have provided.** We hope that this does not arise however, if you are unhappy about any matter related to the agreement or the services, please log your concerns with us by writing to: support@weduc.com. We will aim to resolve your concerns in line with our standard service desk standards which can be found at www.weduc.com.
- 11.7 **Notices.** Any notice given by one of us to the other under or in connection with the agreement, shall be in writing and shall be delivered recorded delivery at its registered office or principal place of business (in any other case). It shall be deemed to have been received at 9am the second Business Day after posting.
- 11.8 **Even if we delay in enforcing the agreement, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Conditions, or if we delay in taking steps against you in respect of your breaking the agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 11.9 **How the agreement is interpreted.** (a) clause and paragraph headings shall not affect the interpretation of the agreement; (b) reference to a person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; (c) unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular; (d) a reference to a statute or statutory provision is a reference to it as it is in force as at the date of the agreement and shall include all subordinate legislation made as at the date of the agreement under that statute or statutory provision; (e) a reference to writing or written includes e-mail but not fax; (f) references to clauses and schedules are to the clauses and schedules to the agreement; and (g) if there is any conflict between the terms of the documents which constitute our agreement with you, they shall be given the following order of priority: the Agreement Summary; these Conditions and then the Schedules.
- 11.10 **Which laws apply to the agreement and where you may bring legal proceedings.** The agreement and any disputes in relation to it (and/or the performance of it) is governed by English law. We agree that the courts of England have exclusive jurisdiction to settle any disputes or claims between us arising out or in connection with the agreement and the performance or contemplated performance of it.

ANNEX A: PERSONAL DATA PROCESSING PURPOSES AND DETAILS

Subject matter of processing: to enable the parties to fulfil their respective obligations under the agreement and in particular to enable us to provide the Weduc Platform to you as our customer.

Duration of Processing: for the duration of the agreement

Nature of Processing: performance of contract.

Business Purposes: as set out in the Subject matter of processing.

Personal Data Categories: *Name, Address, Email address, Telephone number, Gender, Date of Birth, note that it is possible for other fields of data to be recorded at the Data Controllers option*

Data Subject Types: *Pupil, Teacher, Parent*

Approved Subcontractors:

We have two types of subcontractors: ones which use service data only and ones which process personal data. Some sub processors are integral to the Weduc Platform, whereas others are purely optional at the discretion of the customer.

Core subcontractors which process personal data are:

- Better proposals
- Amazon Web Services
- Twilio

Core subcontractors which process service data are:

- Zendesk
- Jira

Please note that it is our policy for Customer to not enter personal data into support tickets, however customers may input personal data into a support request in

Optional subcontractors which process personal data (if authorised at the customers discretion) are:

- Facebook
- Twitter
- sQuid
- School Cloud Systems
- Wonde

ANNEX B: Security measures

Physical access controls

Physical access to the building is limited to designated key-holders or trusted alternates. The alarm code is also only known to these individuals.

The alarm is set and the doors locked at all times when no authorised key-holder is present in the building.

Physical access to the servers is restricted by code locked door. The code is known only to specific individuals who may require access. The servers do not store sensitive data, such as customer information or parents details, as these are stored in the database hosted by Amazon Web Services (AWS).

System access controls

Each user is provided with a unique login for each of the secure system's they require access to, and are expected to comply with the password creation guidelines defined in the password policy when securing these credentials.

All access to the Weduc Platform is monitored and audited. Attempting to access secure systems to which you have not been granted access, or unauthorised use of someone else's credentials to gain access to a system is treated as a disciplinary offence.

Data access controls

Only the necessary members of the Weduc team are able to access personal data. The company implements best practice in regards to staff due diligence and training:

- All Weduc staff undergo as a minimum basic DBS/CRB checks
- All staff undergo annual data protection training
- Key members of staff that have access to personal data have, in addition, passed enhanced DBS checks

All access to the Weduc Platform is monitored and audited. Attempting to access secure systems to which you have not been granted access, or unauthorised use of someone else's credentials to gain access to a system is treated as a disciplinary offence.

Transmission controls

The Weduc Platform is hosted within AWS and uses in transit and at rest encryption to ensure the data is secure and is only accessible to staff

AWS have a wide range of compliance standard which cover, but are not limited to: HIPAA • SOC 1/SSAE 16/ISAE 3402 (formerly SAS70) • SOC 2 • SOC 3 • PCI DSS Level 1 • ISO 27001 • FedRAMP/SP800-53 • DIACAP and FISMA • ITAR • FIPS 140-2 • CSA • MPAA

Further information about AWS risk and compliance can be found here: www.aws.amazon.com/compliance/.

Weduc follows best practice security policies throughout all of its hosted service solutions. All network traffic, inbound or outbound passes through firewalls which are configured to only allow agreed addresses and protocols. The security of Customer systems is ensured by using VLAN technology which separates groups of virtual servers into logical networks and network traffic. Firewalls protect these VLANs and virtual services and only allow traffic to pass into or out of a device if a specific security rule allows.

Amazon Elastic Load Balancer Appliance is deployed as an Application Delivery Platform, terminating all Customer requests. This device provides intelligent Load Balancing services as well as essential network firewall services, protocol security and cookie encryption.

Data backups

All of the Weduc Platform infrastructure is hosted in Amazon AWS with multi availability zone redundancy to mitigate downtime risk. Application servers are clustered and will be automatically replaced with a new instance if one becomes unresponsive/unavailable. All data is stored in Amazon EFS (files) , Amazon RDS (Data) Amazon S3 (Videos). Backups are taken daily. This process is managed by the AWS backup services and backups are stored encrypted. Backups are taken automatically. Architecture team are notified in the even of a failed backup. Additional manual backups/snapshots may also be taken prior to deployments/data migrations etc.

For a full restore: A data snapshot is restored to a new database/filesystem instance. (The live database is not affected by this process). At this point the data integrity can be checked/functionality tests performed. When satisfied, the application shall be switched over to the restored instance. A partial/selective restore can be completed by restoring a backup to new Database/Filesystem instance and extracting data from there to push to live.

Database and Filesystem backups are managed and stored in AWS Backup vaults. These backups are physically stored in multiple availability zones in Amazon London Datacentre. Snapshots stored in AWS Backup can be restored at any time. A small amount of time is required to restore after a complete loss. (Up to 30 mins to restore a Database or Filesystem) Partial data restores can happen online (backup is restored to a new database instance) without disrupting service. The Weduc Application is Containerised and executes under Amazon ECS. The container builds (which are a complete Weduc environment including the Ubuntu OS, all dependencies and configurations) are stored in Amazon ECR. Restoration of the Application servers after a loss is automated. EC2 instances are automatically replaced if a server's health checks fail or becomes unresponsive.