

# Order Form

FOR PROVISION OF SERVICES



Version 2 04/06/2025 - Ian Howarth

Version 2 23/07/2025 - Eva Payton-White & Ian Howarth

Version 3 23/09/2025 - Eva Payton-White, Ian Howarth & Jon Cross

Version 4 28/11/2025 - Anne Egede

**Me Learning - Order Form for provision of services**

# Order Form



## FOR PROVISION OF SERVICES

1. **Effective Date:** [Date the contract commences]

### 2. Customer details

The Customer is [Insert Customer Name], a company incorporated in England and Wales, company number [Company number] having its registered office at [Insert Customer Address].

### 3. Set Up Services

Customer will be provided with the following Set Up Services in accordance with the timeframes:

|                                                              |                                         |
|--------------------------------------------------------------|-----------------------------------------|
| [Service provided e.g. Build of customer portal on Form LMS] | [anticipated date of hand-over of site] |
|--------------------------------------------------------------|-----------------------------------------|

### 4. Specification of Hosted Course Services

|                                    |                                                                                                                                                                                                                  |        |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Term:                              | [term e.g. An initial term of 3 years (start date 30.04.2018), continuing thereafter for successive periods of 1 year unless terminated by either Party in accordance with the Me Learning Terms and Conditions] |        |
| CPD tracker module included:       | [ y/n]                                                                                                                                                                                                           |        |
| Classroom Booking module:          | [ y/n]                                                                                                                                                                                                           |        |
| Course(s) provided:                | [courses (standard and bespoke) that are being provided. List in a separate Appendix if there are lots of them]                                                                                                  |        |
| Learner Accounts provided:         | [method of upload]                                                                                                                                                                                               | [ qty] |
| Anticipated / Actual go live date: | [date]                                                                                                                                                                                                           |        |

### 5. Bespoke Course

[summary here and attach Bespoke Course Specification as an appendix to this Order Form or mark as N/A].

### 6. Course Only Services

[this is when we provide a SCORM package for them to use in their own LMS. Summary here plus attach details of how we will provide 'Course only services' as an appendix to this Order Form or mark as N/A]

### 7. Financial provisions

| Item   | Price   | Invoice dates |
|--------|---------|---------------|
| [item] | [price] | [dates]       |
| [item] | [price] | [dates]       |

# Order Form



## FOR PROVISION OF SERVICES

The corresponding quote (attached as an Appendix to this Order Form was emailed to the customer on [date].

All prices are stated exclusive of VAT. Invoices are payable within 30 days from the date of invoice.

### 8. Contractual notices

*Me Learning, 1st Floor, Europa House, Southwick Square, Southwick, Brighton,*

*BN42 4FJ*

*[Customer name].*

The parties have indicated their acceptance of this Order Form and the Me Learning Terms and Conditions by signing below.

**SIGNED BY [** \_\_\_\_\_ **],** duly authorised for and on behalf of  
**Me Learning:**

Signature: .....

Date: .....

**SIGNED BY [** \_\_\_\_\_ **],** duly authorised for and on behalf of  
the **Customer:**

Customer name : .....

Signature: .....

Date: .....

**APPENDIX [Final Quote]**

**APPENDIX [Courses]**

**APPENDIX [Bespoke Course Specification]**

**APPENDIX [Course only Specification]**

## Me Learning

### Terms and conditions for provision of services

Please read these Terms and Conditions carefully. All contracts that Me Learning may enter into from time to time for the provision of the Hosted Course Services and related services shall be governed by these Terms and Conditions, and Me Learning will ask the Customer for the Customer's express written acceptance of these Terms and Conditions before providing any such services to the Customer.

#### 1. Definitions

1.1. Except to the extent expressly provided otherwise, in these Terms and Conditions:

**"Acceptance Criteria"** means: (a) the Portal conforming in all material respects with the Hosted Course Services Specification; and (b) the Portal being free from Defects;

**"Acceptance Period"** means a period of 10 Business Days following the making available of the Portal to the Customer for the purposes of testing in accordance with Clause 4 or any repeated making available of the Portal to the Customer for the purposes of testing in accordance with Clause 4, or such other period or periods as the parties may agree in writing;

**"Acceptance Tests"** means a set of tests designed to establish whether the Portal meets the Acceptance Criteria, providing that the exact form of the tests shall be agreed and documented by the parties acting reasonably in advance of the first Acceptance Period;

**"Account"** means an account enabling a person to access and use the Hosted Course Services, including both administrator accounts and learner accounts;

**"Affiliate"** means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

**"Agreement"** means a contract between the parties consisting of the Terms and Conditions and the Order Form, and any amendments to that contract from time to time;

**"Bespoke Course"** means any e-learning course that the Customer has requested Me Learning to develop to the Customer's specification, as specified by the Customer;

**"Bespoke Course Content"** means all learning content in a Bespoke Course created by Me Learning in the course of performing the Bespoke Course Development Services, including audio/voiceover recordings, interactive features and written learning materials, excluding any Third-Party Materials, Customer Content and Me Learning Background comprised or appearing in the Bespoke Course;

**"Bespoke Course Development Services"** means the design, development and production of a Bespoke Course by Me Learning, as described in the Bespoke Course Specification;

**"Bespoke Course Specification"** means any specification of the Bespoke Course set out in an appendix to an Order Form;

**"Business Day"** means any weekday other than a bank or public holiday in England;

**"Business Hours"** means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

**"CCN"** means a change control notice issued in accordance with Clause 16;

**"CCN Consideration Period"** means the period of 10 Business Days following the receipt by a party of the relevant CCN from the other party;

**"Change"** means any change to the scope of the Services;

**"Charges"** means the following amounts:

- (a) the amounts specified in Section 7 of the Order Form or detailed in the quotation in Appendix [Final Quote] of the Order Form;
- (b) such amounts as may be agreed in writing by the parties from time to time; and
- (c) amounts calculated by multiplying Me Learning's standard time-based charging rates (as notified by Me Learning to the Customer before the date of the Agreement) by the time spent by Me Learning's personnel performing the Support Services (rounded down by Me Learning to the nearest quarter hour);

**"Confidential Information"** means the Me Learning Confidential Information and the Customer Confidential Information;

**"Contract Year"** means a period of 12 calendar months beginning on the start date of the Hosted Course Services Term and every anniversary of that date;

**"Control"** means the legal power to control (directly or indirectly) the management of an entity (and **"Controlled"** should be construed accordingly);

**"Course Only Services"** means the provision of a Standard Course to the Customer via any method other than the Platform;

**"Course Only Services Term"** means the term during which the Course Only Services will be provided to the Customer, as set out in section the Order Form;

**"Customer"** means the person or entity identified as such in Section 1 of the Order Form;

**"Customer Branding Materials"** means any trademarks, logos and other branding materials provided by Customer to Me Learning for the purpose of customising a Portal or incorporation into a Bespoke Course;

**"Customer Confidential Information"** means any information disclosed by or on behalf of the Customer to Me Learning at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure: (i) was marked or described as "confidential"; or (ii) should have been reasonably understood by Me Learning to be confidential;

**"Customer Content"** means any Customer Branding Materials, any content uploaded to the Platform by or on behalf of the Customer or by any of the Customer's users and any content that the Customer has provided or will provide to Me Learning or instructs Me Learning to use as a basis for a Bespoke Course and/or to incorporate into a Bespoke Course;

**"Customer Personal Data"** means any Personal Data that is processed by Me Learning on behalf of the Customer in connection with providing the Hosted Course Services or developing a Bespoke Course, and excludes Personal Data with respect to which Me Learning is a data controller, such as (but not limited to) Personal Data relating to Customer Representatives and other personnel or staff of the Customer that Me Learning processes for the purposes of entering into the Agreement, submitting invoices and processing payments of Charges and communicating with the Customer in relation to the performance of the Agreement;

**"Customer Systems"** means the hardware and software systems of the Customer that interact with, or may reasonably be expected to interact with, the Hosted Course Services;

**"Customisation"** means any customisation of the Hosted Course Services set out in the Order Form, and does not include the development of Bespoke Courses;

**"Data Protection Laws"** means all applicable laws relating to the processing of Personal Data including, UK General Data Protection Regulation, the Data Protection Act 2018, regarding the processing of personal data and on the free movement of such data);

**"Defect"** means a defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of the Hosted Course Services, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Course Services;
- (b) any use of the Platform or Hosted Course Services contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;

- (c) a failure of the Customer to perform or observe any of its obligations in the Agreement; and/or
- (d) an incompatibility between the Platform or Hosted Course Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Course Services Specification;

**"Documentation"** means any documentation for the Hosted Course Services produced by Me Learning and made available by Me Learning to the Customer at <https://support.melearning.co.uk> ;

**"Effective Date"** means the effective date of the Agreement as stated in section 1 of the relevant Order Form;

**"Expenses"** means the travel, accommodation and subsistence expenses that are reasonably necessary for, and incurred by Me Learning exclusively in connection with, the performance of Me Learning 's obligations under the Agreement;

**"Feedback"** means any suggestions, comments and feedback regarding a Standard or Bespoke Course, the Platform, Portal or Hosted Course Services provided by the Customer or the Customer's users via feedback mechanisms made available on the Platform or by any other method;

**"Force Majeure Event"** means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

**"Hosted Course Services"** means the provision of the Course(s) and related modules and tools via the Platform specified in the Hosted Course Services Specification, which will be made available by Me Learning to the Customer as a service via the internet in accordance with these Terms and Conditions;

**"Hosted Course Services Specification"** means the specification for the Platform and Hosted Course Services set out in the Order Form;

**"Hosted Course Services Term"** means the term during which the Hosted Course Services will be provided to the Customer, as set out in the Hosted Course Services Specification;

**"Initial Term"** means any initial term for the Hosted Course Services stated in the Hosted Course Services Specification;

**"Intellectual Property Rights"** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

**"Maintenance Services"** means the general maintenance of the Platform and Hosted Course Services, updates to Standard Courses and the application of Updates and Upgrades;

**"Me Learning"** means Me Learning Limited, a company incorporated in England and Wales (registration number 05842638) having its registered office at Me Learning Ltd, 1st Floor, Europa House, Southwick Square, Southwick, Brighton, BN42 4FJ;

**"Me Learning Background "** means any Intellectual Property Rights owned by Me Learning that pre-existed the date of the Agreement or that are otherwise created outside of the course of the Bespoke Course Development Services including (without limitation) Intellectual Property Rights in or to (i) Me Learning's trademarks, logos and other branding materials; (ii) the Platform; (iii) methods of presenting e-learning course; (iv) the structure, style, get-up, look and feel in e-learning courses; and that are used in the course of the Bespoke Course Development Services and/or are comprised or appear in a Bespoke Course;

**"Me Learning Confidential Information"** means any information disclosed by or on behalf of Me Learning to the Customer at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Customer (acting reasonably) to be confidential;

**"Order Form"** means an order form signed or otherwise agreed by or on behalf of each party, in each case incorporating these Terms and Conditions by reference;

**"Personal Data"** has the meaning given to it in the Data Protection Laws applicable in the United Kingdom from time to time;

**"Platform"** means the e-learning platform managed by Me Learning and used by Me Learning to provide the Hosted Course Services, including the application and database software for the Hosted Course Services, the system and server software used to provide the Hosted Course Services, and the computer hardware on which that application, database, system and server software is installed;

**"Portal"** means the portal that Me Learning will build for the Customer to enable the Customer and its users to access and use the Hosted Course Services on the Platform, as set out in the Hosted Course Services Specification;

**"Remedy Period"** means a period of 20 Business Days following the Customer giving to Me Learning a notice that the Portal has failed the Acceptance Tests, or such other period as the parties may agree in writing;

**"Services"** means any services that Me Learning provides to the Customer, or has an obligation to provide to the Customer, under the Agreement;

**"Services Personal Data"** has the meaning given to it in Clause 21(c);

**"Set Up Services"** means any configuration, implementation and integration of the Hosted Course Services set out in Section **3** of the Order Form;

**"Standard Course(s)"** means any 'off-the-shelf' e-learning course identified in the Hosted Course Services Specification, which Me Learning makes available to customers and users generally;

**"Support Services"** means support in relation to the use of, and the identification and resolution of errors in, the Hosted Course Services, but shall not include the provision of training services;

**"Supported Web Browser"** means the current release from time to time of Microsoft Internet Explorer (version 11), Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that Me Learning agrees in writing shall be supported;

**"Term"** means the term of the Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

**"Terms and Conditions"** means the main body of these Terms and Conditions and the Schedules;

**"Third Party Materials"** means any works and/or materials comprised in a Bespoke Course, the Intellectual Property Rights in which are owned by a third party and that are incorporated by Me Learning, excluding any third-party materials comprised in the Customer Content;

**"Update"** means a hotfix, patch or minor version update to any Platform software; and

**"Upgrade"** means a major version upgrade of any Platform software.

## 2. Term

2.1. The Agreement shall come into force upon the Effective Date.

2.2. The Agreement shall continue in force until:

- (a) the Hosted Course Services Term has expired;
- (b) any Bespoke Course has been delivered;
- (c) all the Charges have been paid in cleared funds,

upon which it will terminate automatically, subject to earlier termination in accordance with Clause 27.

- 2.3. Unless the parties expressly agree otherwise in writing, each Order Form shall create a distinct Agreement under these Terms and Conditions.

### **3. Set Up Services**

- 3.1. Me Learning shall provide the Set Up Services to the Customer if included in the Order Form.
- 3.2. Me Learning shall use all reasonable endeavours to ensure that the Set Up Services are provided in accordance with the timetable set out in Section 3 of the Order Form.
- 3.3. The Customer acknowledges that a delay in the Customer performing its obligations under the Agreement may result in a delay in the performance of the Set Up Services; and subject to Clause 25.1 Me Learning will not be liable to the Customer in respect of any failure to meet the Set Up Services timetable to the extent that that failure arises out of a delay in the Customer performing its obligations under the Agreement.
- 3.4. Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Set Up Services by Me Learning shall be the exclusive property of Me Learning.
- 3.5. Upon receipt of the purchase order and commencement of the set-up of the contract, Me Learning will attribute a minimum of 75% of the annual contract fee to set up. (see Clause 17.3 charges)

### **4. Portal acceptance procedure**

- 4.1. This Clause 4 governs acceptance by the Customer of the Portal. Neither the Platform, Standard Courses, Bespoke Courses nor any other Service will be subject to the Acceptance Tests. Acceptance of any Bespoke Course shall be governed by any relevant acceptance testing set out in the Bespoke Course Specification.
- 4.2. During each Acceptance Period, the Customer shall carry out the Acceptance Tests.
- 4.3. Before the end of each Acceptance Period, the Customer shall notify Me Learning of whether the Portal has passed or failed the Acceptance Tests using a link provided by Me Learning for this purpose.

- 4.4. If the Customer fails to give to Me Learning a written notice in accordance with Clause 4.3, then the Portal shall be deemed to have passed the Acceptance Tests.
- 4.5. If the Customer notifies Me Learning that the Portal has failed the Acceptance Tests, then the Customer must provide to Me Learning, at the same time as the giving of the notice, written details of the results of the Acceptance Tests including full details of the identified failure.
- 4.6. If the Customer notifies Me Learning that the Portal has failed the Acceptance Tests:
- (a) if Me Learning acting reasonably agrees with the Customer that the Portal does not comply with the Acceptance Criteria, then Me Learning must correct the issue and make the corrected Portal available to the Customer before the end of the Remedy Period for a further round of Acceptance Tests; or
  - (b) otherwise, then the parties must meet as soon as practicable and in any case before the expiry of the Remedy Period and use their best endeavours to agree whether the Portal does not comply with the Acceptance Criteria, and if appropriate a plan of action reasonably satisfactory to both parties, and they must record any agreement reached in writing.

### **5. Hosted Course Services**

- 5.1. If the Order Form states that the Customer has purchased Hosted Course Services, Me Learning shall create Accounts for the Customer in accordance with the Customer's requirements as set out in the Hosted Course Services Specification and shall provide the Customer with login details for each Account on the day the acceptance testing of the Hosted Course Service by the customer in accordance with Clause 4 commences.
- 5.2. Me Learning hereby grants to the Customer a worldwide, non-exclusive licence to use the Hosted Course Services by means of a Supported Web Browser for the Customer's training and professional development purposes in accordance with the Terms and Conditions and Documentation during the Hosted Course Services Term.
- 5.3. The licence granted by Me Learning to the Customer under Clause 5.2 is subject to the following limitations:
- (a) Accounts for the Hosted Course Services may only be used by officers, employees, agents and subcontractors of either the Customer or an Affiliate of the Customer that the Customer has specified and notified to Me Learning;
  - (b) the Hosted Course Services must not be used at any point in time by more than the number of administrative users and learner users specified in the Hosted Course Services Specification, providing that the Customer may add or remove concurrent Accounts in accordance with any procedure set out in the Hosted Course Services Specification.

- 5.4. Except to the extent expressly permitted in these Terms and Conditions or required by law on a non-excludable basis, the licence granted by Me Learning to the Customer under Clause 5.2 is subject to the following prohibitions:
- (a) the Customer must not sub-license its right to access and use the Hosted Course Services;
  - (b) the Customer must not permit any unauthorised person to access or use the Hosted Course Services;
  - (c) the Customer must not use the Hosted Course Services to provide services to third parties unless specified, notified and agreed in advance by Me Learning who will not withhold reasonable permission;
  - (d) the Customer must not republish or redistribute any content or material from the Hosted Course Services; and
  - (e) the Customer must not make any alteration to the Platform.
- 5.5. The Customer shall use reasonable endeavours, including reasonable security measures relating to administrator Account access details, to ensure that no unauthorised person may gain access to the Hosted Course Services using an administrator Account.
- 5.6. The parties acknowledge and agree that Schedule 2 (Availability SLA) shall govern the availability of the Hosted Course Services.
- 5.7. The Customer must comply with Schedule 1 (Acceptable Use Policy), and must ensure that all persons using the Hosted Course Services with the authority of the Customer or by means of an administrator Account comply with Schedule 1 (Acceptable Use Policy).
- 5.8. The Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

## **6. Customisations**

- 6.1. Customisations will be performed if the Hosted Course Services Specification states that the Customer's Portal will be customised or the Customer has purchased a package that includes Portal customisation or if the parties have later agreed as such using the Change control procedure in Clause 16.
- 6.2. All Intellectual Property Rights in the Customisations except for the Customer Content shall, as between the parties, be the exclusive property of Me Learning.
- 6.3. From the time and date when a Customisation is first delivered or made available by Me Learning to the Customer, the Customisation shall form part of the Platform, and accordingly from that time and date the Customer's rights to use the Customisation shall be governed by Clause 5.

### **7. Bespoke Course Development Services**

- 7.1. If the Order Form states that the Customer has purchased a Bespoke Course, Me Learning shall provide the Bespoke Course Development Services to the Customer, with reasonable skill and care and in accordance with the Bespoke Course Specification.
- 7.2. Me Learning shall use all reasonable endeavours to ensure that the Development Services are provided in accordance with any timetable set out in the Bespoke Course Specification.
- 7.3. The Customer acknowledges that a delay in the Customer performing its obligations under the Agreement may result in a delay in the performance of the Bespoke Course Development Services; and subject to Clause 25.1 Me Learning will not be liable to the Customer in respect of any failure to meet any timetable set out in the Bespoke Course Specification to the extent that that failure arises out of a delay in the Customer performing its obligations under the Agreement.
- 7.4. All Intellectual Property Rights in the Bespoke Course Content shall be owned by Me Learning.
- 7.5. Me Learning shall make the Bespoke Course available using the method indicated in the Bespoke Course Specification.
- 7.6. If the Bespoke Course is made available by Me Learning to the Customer via the Platform, the Customer's rights to use the Bespoke Course shall be governed by Clause 5.
- 7.7. If the Bespoke Course is made available to the Customer by any method other than via the Platform, Me Learning grants to the Customer a non-exclusive licence to use the Me Learning Background and Bespoke Course Content IP in accordance with the Bespoke Course Specification.
- 7.8. The Customer shall not remove any copyright or other notices placed on the Bespoke Course by or on behalf of Me Learning.

### **8. Course Only Services**

- 8.1. If the Order Form states that the Customer is purchasing Course Only Services, Me Learning shall provide the Standard Course(s) indicated in section 6 of the Order Form via the method stated in section 6 of the Order Form.
- 8.2. Me Learning hereby grants to the Customer a worldwide, non-exclusive licence to use the Standard Course(s) indicated in section 6 of the Order Form via the method stated in section 6 of the Order Form for the Customer's training and professional development purposes in accordance with the Terms and Conditions and Documentation during the Course Only Services Term.

### **9. Maintenance Services**

- 9.1. If the Order Form states that the Customer has purchased Hosted Course Services, Me Learning shall provide the Maintenance Services to the Customer during the Term with reasonable skill and care and in accordance with Schedule 3 (Maintenance SLA).
- 9.2. Me Learning may suspend the provision of the Maintenance Services if any amount due to be paid by the Customer to Me Learning under the Agreement is overdue, and Me Learning has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.
- 9.3. The application of any Update or Upgrade shall not be subject to any consent or agreement of the Customer.

### **10. Support Services**

- 10.1. If the Order Form states that the Customer has purchased Hosted Course Services, Me Learning shall provide the Support Services to the Customer during the Term with reasonable skill and care and in accordance with Schedule 4 (Support SLA).
- 10.2. Me Learning may suspend the provision of the Support Services if any amount due to be paid by the Customer to Me Learning under the Agreement is overdue, and Me Learning has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

### **11. Customer obligations**

- 11.1. The Customer must provide to Me Learning, or procure for Me Learning, such:
- (a) co-operation, support and advice;
  - (b) information and documentation;
  - (c) access to the Customer's computer hardware, software, networks and systems;  
and
  - (d) governmental, legal and regulatory licences, consents and permits,
- as are reasonably necessary to enable Me Learning to perform its obligations under the Agreement.
- 11.2. Without prejudice to the generality of clause 11.1, the Customer must ensure that:
- (a) Me Learning is provided with or has access to all Customer Content necessary to perform the Customisations and Bespoke Course Development Services; and

- (a) it obtains all necessary permissions, consents, releases and licences to enable Me Learning to use the Customer Content to perform the Customisations and Bespoke Course Development Services.

### **12. Customer Systems**

- 12.1. The Customer shall ensure that the Customer Systems comply, and continue to comply during the Term, with the requirements of Schedule 7 Customer Systems in all material respects, subject to any changes agreed in writing by Me Learning.

### **13. Customer Content**

- 13.1. The Customer hereby grants to Me Learning a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Content to the extent reasonably required for the performance of Me Learning 's obligations and the exercise of Me Learning's rights under the Agreement. The Customer also grants to Me Learning the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of Me Learning 's obligations and the exercise of Me Learning 's rights under the Agreement, subject always to any express restrictions elsewhere in the Agreement.
- 13.2. The Customer warrants to Me Learning that when used by Me Learning in accordance with the Agreement the Customer Content will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

### **14. Feedback**

- 14.1. Me Learning may extract Feedback provided via the Platform. This Feedback will include the subdomain from which the Feedback was provided, the course to which the Feedback relates, the questions and responses provided and the date and time the Feedback was provided.
- 14.2. The Customer hereby grants Me Learning a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid up right and licence to use Feedback for any purpose, including in future modifications of the courses, Platform, Portal or Hosted Course Services, without compensation or attribution of the Customer or its users, but subject to Clauses 19 and 20.

### **15. No assignment of Intellectual Property Rights**

- 15.1. Nothing in these Terms and Conditions shall operate to assign or transfer any Intellectual Property Rights from Me Learning to the Customer, or from the Customer to Me Learning.

### **16. Change control**

- 16.1. The provisions of this Clause 16 apply to each Change requested by a party.
- 16.2. Either party may request a Change at any time.
- 16.3. A party requesting a Change shall provide to the other party a completed CCN in the form specified in Schedule 5 (Form of CCN).
- 16.4. A party in receipt of a CCN may:
  - (a) accept the CCN, in which case that party must countersign the CCN and return it to the other party before the end of the CCN Consideration Period;
  - (b) reject the CCN, in which case that party must inform the other party of this rejection before the end of the CCN Consideration Period; or
  - (c) issue an amended CCN to the other party before the end of the CCN Consideration Period, in which case this Clause 17 will reapply with respect to the amended CCN.
- 16.5. A proposed Change will not take effect until such time as a CCN recording the Change has been signed by or on behalf of each party.

### **17. Charges**

- 17.1. The Customer shall pay the Charges to Me Learning in accordance with these Terms and Conditions.
- 17.2. All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to Me Learning.
- 17.3. At setup/commencement of the contract, Me Learning will attribute a minimum of 75% of the annual fee to cover the initial costs of setting up the contract.

### **18. Payments**

- 18.1. Me Learning shall issue invoices for the Charges to the Customer on or after the invoicing dates set out in Section 7 of the Order Form.
- 18.2. The Customer must pay the Charges to Me Learning within the period of 30 days following the date of an invoice.
- 18.3. The Customer must pay the Charges by debit card, credit card, direct debit, bank transfer or cheque (using such payment details as are notified by Me Learning to the Customer from time to time).

### 19. Confidentiality obligations

19.1. Each party must:

- (a) keep the other party's Confidential Information strictly confidential;
- (b) not disclose the other party's Confidential Information to any person without the other party's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in these Terms and Conditions;
- (c) use the same degree of care to protect the confidentiality of the other party's Confidential Information as it uses to protect its own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the other party's Confidential Information; and
- (e) not use any of the other party's Confidential Information for any purpose other than performing the Services (in the case of Me Learning) or receiving the Services (in the case of the Customer).

19.2. Notwithstanding Clause 19.1, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to the Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

19.3. No obligations are imposed by this Clause 19 with respect to a party's Confidential Information if that Confidential Information:

- (a) is known to the other party before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the other party; or
- (c) is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

19.4. The restrictions in this Clause 19 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

- 19.5. Upon the termination of the Agreement, each party must immediately cease using the other party's Confidential Information.
- 19.6. Following the termination of the Agreement, and within 5 Business Days following the date of receipt of a written request from the other party, the relevant party must destroy or return to the other party (at the other party's option) all media containing the other party's Confidential Information and must irrevocably delete the other party's Confidential Information from its computer systems.
- 19.7. The provisions of this Clause 19 shall continue in force indefinitely following the termination of the Agreement.

### **20. Publicity**

- 20.1. Neither party may make any public disclosures relating to the Agreement or the subject matter of the Agreement (including disclosures in press releases, public announcements and marketing materials) without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
- 20.2. Nothing in this Clause 20 shall be construed as limiting the obligations of the parties under Clause 19.

### **21. Data protection**

- 21.1. The parties acknowledge and agree that for the purposes of Data Protection Laws:
- (a) each party will be a controller of any Personal Data relating to either party's personnel or staff that it processes for the purposes of entering into an Agreement, submitting invoices and processing payments of Charges and communicating with the other party in relation to the performance of the Agreement;
  - (b) each party will be a controller of any Personal Data relating to the Customer's administrative users processed for the purposes of creating and managing administrative Accounts;
  - (c) the Customer is a controller and Me Learning is a processor of any Personal Data
    - (i) relating to learner users of the Hosted Course Services that is processed for the purposes of creating and managing learner Accounts, tracking their participation in Standard and/or Bespoke Courses via the system's completion statuses or via the CPD Tracker tool or arranging training sessions via the Classroom Booking module, monitoring equal opportunities via the Equal Opportunities Tracker tool, receiving and using Feedback, sending service notifications via the integrated broadcast messaging tool, providing support and tracking site usage;
    - (ii) comprised in the Customer Content;
    - (iii) comprised in the Bespoke Course Content ("**Services Personal Data**").

21.2. Each party shall comply with its obligations under Data Protection Laws as a controller in relation to its processing of the Personal Data described in clause 21.1(a) and (b).

21.3. Each party shall comply with its obligations under Schedule 6 (Data processing terms) in relation to its processing of the Services Personal Data described in clause 21.1(c).

## **22. Warranties**

22.1. Me Learning warrants to the Customer that:

- (a) Me Learning has the legal right and authority to enter into and perform its obligations under the Agreement;
- (b) Me Learning will comply with all applicable legal and regulatory requirements applying to the exercise of Me Learning's rights and the fulfilment of Me Learning's obligations under these Terms and Conditions;
- (c) Me Learning has or has access to all necessary know-how, expertise and experience to perform its obligations under the Agreement;
- (d) the Hosted Course Services will conform in all material respects with the Hosted Course Services Specification;
- (e) any Bespoke Course will conform in all material respects with the Bespoke Course Specification;
- (f) the Hosted Course Services will be free from Defects;
- (g) the application of Updates and Upgrades to the Platform by Me Learning will not introduce any Defects into the Hosted Course Services;
- (h) the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs;
- (i) the Platform will incorporate security features reflecting the requirements of good industry practice;
- (j) the Hosted Course Services and any Bespoke Course (excluding any Customer Content), when used by the Customer in accordance with the Agreement, will not breach any laws, statutes or regulations applicable under English law;
- (k) the Hosted Course Services and any Bespoke Course (excluding any Customer Content), when used by the Customer in accordance with the Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

22.2. If Me Learning reasonably determines, or any third party alleges, that the use of the Hosted Course Services or Bespoke Course by the Customer in accordance with the

Agreement infringes any person's Intellectual Property Rights, except where such infringement arises from the Customer Content, Me Learning may at its own cost and expense:

- (a) modify the Hosted Course Services or Bespoke Course in such a way that they no longer infringe the relevant Intellectual Property Rights; or
- (b) procure for the Customer the right to use the Hosted Course Services or Bespoke Course in accordance with the Agreement.

22.3. The Customer warrants to Me Learning that:

- (a) it has the legal right and authority to enter into the Agreement and to perform its obligations under the Agreement;
- (b) the Customer Content, when used by Me Learning in accordance with the Agreement, will not breach any laws, statutes or regulations applicable under English law;
- (c) the Customer Content, when used by Me Learning in accordance with the Agreement, will not infringe the Intellectual Property Rights or other rights of any person in any jurisdiction and under any applicable law.

22.4. All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

### **23. Acknowledgements and warranty limitations**

- 23.1. The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms and Conditions, Me Learning gives no warranty or representation that the Hosted Course Services or Bespoke Course will be wholly free from defects, errors and bugs.
- 23.2. The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these Terms and Conditions, Me Learning gives no warranty or representation that the Hosted Course Services will be entirely secure.
- 23.3. The Customer acknowledges that the Hosted Course Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Course Services Specification; and Me Learning does not warrant or represent that the Hosted Course Services will be compatible with any other software or systems.

### **24. Indemnities**

- 24.1. Me Learning shall indemnify and shall keep indemnified the Customer against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Customer and arising directly or indirectly as a result of any claim by a third party that the Hosted Course Services infringe the Intellectual Property Rights of a third party, except to the extent that such claims arise from the inclusion of any Customer Content in the Hosted Course Services.
- 24.2. The Customer shall indemnify and shall keep indemnified Me Learning against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by Me Learning and arising directly or indirectly as a result of any claim by a third party that the Customer Content infringes the Intellectual Property Rights or other rights of a third party.
- 24.3. The indemnities in Clauses 24.1 and 24.2 are subject to the indemnified party:
- (a) upon becoming aware of an actual or potential claim, notifying the indemnifying party;
  - (b) providing to the indemnifying party all such assistance as may be reasonably requested by the indemnifying party in relation to the claim;
  - (c) allowing the indemnifying party the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the claim; and
  - (d) not admitting liability to any third party in connection with the claim or settle any disputes or proceedings involving a third party and relating to the claim without the prior written consent of the indemnifying party.
- 24.4. The indemnity protection set out in this Clause 24 shall be subject to the limitations and exclusions of liability set out in these Terms and Conditions.

## **25. Limitations and exclusions of liability**

- 25.1. Nothing in this Agreement will limit or exclude any liability for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation nor limit or exclude any liabilities in any way that is not permitted under applicable law.
- 25.2. The limitations and exclusions of liability set out in this Clause 25 and elsewhere in this Agreement:
- (a) are subject to Clause 25.1; and
  - (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

- 25.3. Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.
- 25.4. Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings, revenue or income, use or production, business, contracts or opportunities, loss or corruption of any data or database (unless caused by a breach of clauses 21.2 or 21.3) or any special, indirect or consequential loss or damage.
- 25.5. Me Learning shall not be liable to the Customer in respect of any claims that the Customer Content infringes the Intellectual Property Rights or other rights of a third party or breaches any applicable law.
- 25.6. The liability of each party to the other party under the Agreement in respect of any event or series of related events shall not exceed:
- (a) subject to Clause 25.6(b) and excluding the Customer's obligation to pay the Charges, an amount equal to the total amount payable by the Customer to Me Learning under the Agreement in the twelve months preceding the date on which the relevant event took place (or the first twelve months of the Term if the relevant event took place less than twelve months after the Effective Date);
  - (b) in relation to liability under the indemnities in Clauses 24.1 and 24.2 and for breaches of Clauses 19 (Confidentiality obligations) or 21 (Data Protection), £500,000 (five hundred thousand pounds sterling).

## 26. Force Majeure Event

- 26.1. If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 26.2. A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Agreement, must:
- (a) promptly notify the other; and
  - (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 26.3. A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

## 27. Termination

- 27.1. [Either Party][The Customer] may terminate the Agreement at the end of the Initial Term or any Contract Year following the Initial Term by giving written notice of termination to [the other Party][Me Learning] not less than 90 days before the end of the Initial Term or relevant Contract Year (as the case may be).
- 27.2. Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party commits any material breach of the Agreement, and the breach is not remediable;
  - (b) the other party commits a material breach of the Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
  - (c) the other party persistently breaches the Agreement (irrespective of whether such breaches collectively constitute a material breach).
- 27.3. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party is subject to any event or proceeding relating to its solvency, ability to pay debts as they fall due, conduct its business or winding up (other than for the purpose of a solvent company re-organisation where the resulting entity will assume all the obligations of the other party under the Agreement).
- 27.4. Me Learning may terminate the Agreement immediately by giving written notice to the Customer if:
- (a) any amount due to be paid by the Customer to Me Learning under the Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
  - (b) Me Learning has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate the Agreement in accordance with this Clause 27.4.

## **28. Effects of termination**

- 28.1. Upon the termination of the Agreement, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 13.2, 14.2, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 28, 29, 30, 31, paragraph 2 of Schedule 6.
- 28.2. Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Agreement shall not affect the accrued rights of either party.

28.3. Within 30 days following the termination of the Agreement for any reason:

- (a) the Customer must pay to Me Learning any Charges in respect of Services provided to the Customer before the termination of the Agreement; and
- (b) Me Learning must refund to the Customer any Charges paid by the Customer to Me Learning in respect of Services that were to be provided to the Customer after the termination of the Agreement,
  - (b1) Any refund relating to the first year of an annual contract will be subject to a deduction of the set-up charge attributed at the commencement of the contract (Clause 17.3)

without prejudice to the parties' other legal rights.

### **29. Notices**

29.1. Any notice from one party to the other party under this Agreement must be given by one of the following methods (using the relevant contact details set out in section 8 of the Order Form):

- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
- (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

29.2. The addressee and contact details set out in Section 8 of the Order Form may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 29.

### **30. General**

30.1. No breach of any provision of the Agreement shall be waived except with the express written consent of the party not in breach. No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Agreement

30.2. If any provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest

of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

- 30.3. The Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 30.4. Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under the Agreement.
- 30.5. The Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.
- 30.6. Subject to Clause 25.1, the Agreement shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 30.7. The Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 30.8. The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

### **31. Interpretation**

- 31.1. In the Terms and Conditions, a reference to a statute or statutory provision includes a reference to that statute or statutory provision as modified, consolidated and/or re-enacted from time to time and any subordinate legislation made under that statute or statutory provision.
- 31.2. The Clause headings do not affect the interpretation of these Terms and Conditions.
- 31.3. References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.
- 31.4. In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

## **SCHEDULE 1 (ACCEPTABLE USE POLICY)**

- 1. The Customer must not, and must ensure that its users do not:

- (a) use the Hosted Course Services in any way that causes, or may cause, damage to the Hosted Course Services or Platform or impairment of the availability or accessibility of the Hosted Course Services;
  - (b) use the Services in any way that is unlawful, illegal, fraudulent, deceptive or harmful or in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity;
  - (c) conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Hosted Course Services;
  - (d) promote, distribute or execute by means of the Hosted Course Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.
2. The Customer must ensure that all Customer Content:
- (a) is not illegal or unlawful;
  - (b) does not infringe any person's legal rights;
  - (c) is not be capable of giving rise to legal action against any person;
  - (d) is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint;
  - (e) does not contain or consist of any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies,
- in each case in any jurisdiction and under any applicable law.

### SCHEDULE 2 (AVAILABILITY SLA)

#### 1. Introduction to availability SLA

- 1.1 This Schedule 2 sets out Me Learning's availability commitments relating to the Hosted Course Services.
- 1.2 In this Schedule 2, "uptime" means the percentage of time during a given period when the Hosted Course Services are available at the gateway between public internet and the network of the hosting services provider for the Hosted Course Services.

#### 2. Availability

- 2.1 Me Learning shall use reasonable endeavours to ensure that the uptime for the Hosted Course Services is at least 99% during each calendar month.

#### 3. Exceptions

- 3.1 Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether Me Learning has met the uptime guarantee given in Paragraph 2.1:
  - (a) a Force Majeure Event;
  - (b) a fault or failure of the internet or any public telecommunications network;
  - (c) a fault or failure of Me Learning's hosting infrastructure services provider, unless such fault or failure constitutes an actionable breach of the contract between Me Learning and that provider;
  - (d) a fault or failure of the Customer's computer systems or networks;
  - (e) any breach by the Customer of the Agreement; or
  - (f) scheduled maintenance carried out in accordance with the Agreement.

### SCHEDULE 3 (MAINTENANCE SLA)

#### 1. Introduction

1.1 This Schedule 3 sets out the service levels applicable to the Maintenance Services.

#### 2. Scheduled, emergency and additional Maintenance Services

##### Scheduled maintenance

- 2.1 During scheduled maintenance, Me Learning's servers and services might be available, but customers might not be able to access them.
- 2.2 A scheduled maintenance window occurs at least one weekend each month and one morning each week ("**Normal Maintenance Window**").
- 2.3 The Normal Maintenance Window occurs on each Wednesday between 8am and 9am and on the first weekend following the first Tuesday of each month. This is subject to Me Learning's sole discretion, and a new Normal Maintenance Window will become effective upon email notification or posting to Me Learning's web interface(s).
- 2.4 Scheduled maintenance does not count as downtime.
- 2.5 Me Learning shall provide all scheduled Maintenance Services outside Business Hours.

##### Emergency maintenance

- 2.6 Me Learning has the right to perform emergency maintenance if there is an immediate, material threat to Me Learning's servers or services. Me Learning will attempt to notify all customers prior to emergency maintenance, either by email or using the system's broadcast messaging system, but notice depends on the severity and critical nature of the emergency maintenance.
- 2.7 Emergency maintenance does not count as downtime.

##### Additional maintenance

- 2.8 Me Learning shall where practicable give to the Customer at least 5 Business Days' prior notice of additionally required maintenance windows that are likely to affect the availability of the Hosted Course Services or are likely to have a material negative impact upon the Hosted Course Services, without prejudice to Me Learning's other notice obligations under this Schedule 3.
- 2.9 Additional maintenance does not count as downtime.

#### 3. Updates and Upgrades

3.1 Me Learning shall give to the Customer written notice of the application of any Updates or Upgrades to the Platform as follows:

- (a) Customers shall be notified of minor updates (updates which will not affect the look and functioning of the Platform, such as optimisation work, bug fixes) only if learners or administrators are impacted. If notification is required, this will be provided by email one week before release of the changes.
- (b) Customers shall be notified of significant updates (updates which may include changes to the interface, navigation, new functionality and optimisation) at least two weeks before release of the changes.
- (c) Customers shall be notified of Upgrades or major Updates (releases of entire new products or major system changes) at least three weeks before release of the changes.
- (d) Me Learning will not notify customers about security updates to the underlying infrastructure of the Platform.

3.2 Me Learning shall apply Updates and Upgrades to the Platform as follows:

- (a) third party security Updates shall be applied to the Platform promptly following release by the relevant third party, providing that Me Learning may acting reasonably decide not to apply any particular third-party security Update;
- (b) Me Learning's security Updates shall be applied to the Platform promptly following the identification of the relevant security risk and the completion of the testing of the relevant Update; (c) other Updates shall be applied to the Platform in accordance with any timetable notified by Me Learning to the Customer or agreed by the parties from time to time;
- (d) wherever possible, Updates and Upgrades will be applied during Normal Maintenance Windows. Where this is not possible, and the application of an Update or Upgrade requires an additional maintenance window or emergency maintenance, Me Learning will notify customers as set out in paragraph 2 above.

#### **4. Standard Course updates**

- 4.1 Me Learning shall update Standard Courses when and as necessary to reflect changes in relevant legislation, practice and official guidance.
- 4.2 At a minimum, Me Learning will review courses that contain references to legislation annually, or as soon as Me Learning becomes aware of legislative changes. All other courses will be reviewed every three years.
- 4.3 Me Learning shall give to the Customer at least 10 Business Days' prior written notice of any Standard Course updates that will affect the Customer.

### SCHEDULE 4 (SUPPORT SLA)

#### 1. Introduction

1.1 This Schedule 4 sets out the service levels applicable to the Support Services.

#### 2. Helpdesk

2.1 Me Learning shall make available to the Customer a helpdesk in accordance with the provisions of this Schedule 4.

2.2 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services, and not for any other purpose.

2.3 Me Learning shall ensure that the helpdesk is accessible by telephone (on 01273 499100) and email (helpdesk@melearning.co.uk).

2.4 Me Learning shall ensure that the helpdesk is operational and adequately staffed during Business Hours during the Term.

2.5 The Customer shall make all requests for Support Services through the helpdesk.

#### 3. Response and resolution

3.1 Issues raised through the Support Services shall be categorised as follows:

**critical:** the Hosted Course Services cannot be accessed

**urgent:** the Hosted Course Services are unusable due to a bug or error

**standard:** any other issue affecting the Hosted Course Services

3.2 Me Learning shall determine, acting reasonably, into which severity category an issue falls.

3.3 The support shall be in the form of:

**Level 1 support:** first line support provided to help establish the nature of the issue, resolve the issue where possible or agree a schedule for resolution

**Level 2 support:** second line support where the nature of the issue cannot be established and/or resolved by Level 1 support, provided by an internal team of specialists including software developers and IT technicians and/or external specialists

3.4 Me Learning shall use all reasonable endeavours to respond to and resolve issues raised through the Support Services promptly, and in any case in accordance with the following time periods:

**critical:** Level 1 support within 1 Business Hour; Level 2 support within 2 Business Hours; resolution within 8 Business Hours

**urgent:** Level 1 support within 4 Business Hours; Level 2 support within 8 Business Hours; resolution within 24 Business Hours

**standard:** Level 1 support within 4 Business Hours; Me Learning will work with the Customer to agree a suitable resolution within an agreed timeframe

#### **4. Provision of Support Services**

4.1 The Support Services shall be provided remotely, save to the extent that the parties agree otherwise in writing.

4.2 If the Customer requests Me Learning to attend Customer's site to resolve an issue, the time spent onsite and expenses incurred by the visit will be charged at Me Learning's standard daily rates (available on request).

#### **5. Limitations on Support Services**

5.1 Me Learning shall have no obligation to provide Support Services in respect of any issue caused by:

- (a) the improper use of the Hosted Course Services by the Customer; or
- (b) any alteration to the Hosted Course Services made without the prior consent of Me Learning.

### SCHEDULE 5 (FORM OF CCN)

#### 1. Introduction

Title of Change: *[insert title]*

CCN number: *[insert number]*

Change proposed by: *[insert individual name(s)]*

Date of issue of CCN: *[insert date]*

Summary details of proposed Change: *[insert details]*

#### 2. Change details

*[Insert full details of proposed Change]*

#### 3. Impact of Change

Impact upon resources: *[insert details]*

Impact upon timetable: *[insert details]*

Impact upon Charges: *[insert details]*

Other effects of Change: *[insert details]*

#### 4. Agreement to Change

The parties have indicated their acceptance of the Change described in this CCN by signing below.

SIGNED BY *[individual name]* on *[.....]*, duly authorised for and on behalf of Me Learning]:.....

SIGNED BY *[individual name]* on *[.....]*, the Customer / *[individual name]* on *[.....]*, duly authorised for and on behalf of the Customer]:.....

### SCHEDULE 6 (DATA PROCESSING TERMS)

This Schedule shall apply to the processing of Services Personal Data.

1. The appendix to this Schedule (“**Appendix**”) sets out the detail of the processing to which this Schedule applies.
2. The Customer warrants to Me Learning that:
  - a. any Personal Data contained in the Customer Content has been collected, processed and disclosed to Me Learning by the Customer in accordance with Data Protection Laws;
  - b. Me Learning’s processing of any Personal Data contained in the Customer Content in accordance with this Agreement will not breach Data Protection Laws;
  - c. where the Customer has instructed Me Learning to include Personal Data in the Course Content, the inclusion of that Personal Data in the Course Content will not breach Data Protection Laws;
  - d. where the Customer has instructed Me Learning to include Customer Content that includes Personal Data in the Course, the inclusion of that Personal Data in the Course will not breach Data Protection Law.
3. The Customer shall comply with its obligations as a controller under Data Protection Law in relation to the Services Personal Data, including (without limitation) ensuring that there is a lawful basis for processing the Services Personal Data and that the relevant data subjects are provided with the processing information required by Data Protection Laws.
4. The Customer instructs Me Learning to process the Services Personal Data for the purpose of performing the Services in accordance with the Agreement (the “**Permitted Purpose**”).
5. Me Learning shall only process the Services Personal Data:
  - a. for the Permitted Purpose; and
  - b. on the Customer’s documented instructions as set out at paragraph 4 above or as otherwise instructed in writing by the Customer.
6. Me Learning will not transfer the Services Personal Data outside of the European Economic Area (EEA) unless the Customer instructs Me Learning to do so in writing. The Customer hereby instructs Me Learning to transfer relevant Services Personal Data to the processors listed in section 4 of the Appendix that are based outside the EEA where the use of those processors involves a transfer of Services Personal Data as set out in section 4 of the Appendix, provided that Me Learning shall ensure that at least one condition for lawful transfer is fulfilled in respect of each such processor.

7. Me Learning shall ensure that persons authorised to process the Services Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
8. Me Learning and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Services Personal Data.
9. Me Learning must not engage any third party to process the Services Personal Data without the prior specific or general written authorisation of the Customer. The Customer hereby authorises Me Learning to engage the processors listed in section 4 of the appendix to this Schedule. Me Learning will ensure that each third-party processor is subject to equivalent legal obligations as those imposed on Me Learning by this Schedule.
10. Me Learning shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under Data Protection Laws in connection with the Services Personal Data.
11. Me Learning shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of Personal Data, the notification of Personal Data breaches to the supervisory authority, the communication of Personal Data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws in connection with the Services Personal Data.
12. Me Learning shall make available to the Customer all information necessary to demonstrate the compliance of Me Learning with this Schedule.
13. Me Learning shall, at the choice of the Customer, delete or return all of the Services Personal Data to the Customer after the provision of the Services, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Services Personal Data.
14. Me Learning shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of Me Learning's processing of Services Personal Data with Data Protection Laws and this Schedule.
15. Notwithstanding any other provision of this Agreement, Me Learning may process the Services Personal Data if and to the extent that Me Learning is required to do so by applicable law. In such a case, Me Learning shall inform the Customer of the legal requirement before processing, unless that law prohibits such information.
16. If any changes or prospective changes to Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Services Personal Data carried out under the Agreement, then the parties shall use their

# Terms and Conditions

## FOR PROVISION OF SERVICES



best endeavours promptly to agree such variations to the Agreement as may be necessary to remedy such non-compliance.

### Appendix (Data processing information)

#### 1. Categories of data subject

- (a) The Customer's learner users
- (b) Individuals appearing in video or voice recordings comprised in a Bespoke Course or who are the subject of case studies and/or news reports comprised in a Bespoke Course

#### 2. Types of Personal Data

This is likely to include (but is not limited to):

- In respect of data subjects in category (a) above: names, usernames, email addresses, telephone numbers, job titles, information relating to their employment, information about their participation and performance in on-line or classroom training, equal opportunities related data (if requested by Customer), online and device identifiers, data about their use of the Platform and Hosted Course Services, any Personal Data revealed in Feedback or about the circumstances of that Feedback
- In respect of data subjects in category (b) above: names and information relating to the physical, physiological, mental, economic, cultural or social identity of the above data subjects, visual images and voice recordings (where it is possible to identify the relevant data subject either through the recording alone or in combination with other information comprised in the course)

#### 3. Duration of processing

Services Personal Data will be processed by Me Learning during the Term of the Agreement.

#### 4. Other processors

- All Services Personal Data will be stored on Amazon Web Services, Inc. ('AWS') where the Platform is hosted. Me Learning also uses other services provided by AWS, such as Amazon Simple Email Service to send emails from the Platform. Although AWS is based in the U.S., all such data is hosted on AWS servers located in the UK or EU regions and does not involve a transfer outside the EEA

#### **Data Transfers to the United States (UKUS Data Bridge Certification)**

Amazon.com, Inc. participates in the EUU.S. Data Privacy Framework (DPF) and is listed as a participant under the UK Extension ("UKUS Data Bridge") in respect of transfers of personal data from the UK.

Certification under DPF/UKUS Data Bridge requires annual renewal. As of the most recent publicly available information, Amazon is a certified entity. Me Learning undertakes to verify that any USbased third party (including Amazon) remains actively certified before relying on the UKUS Data Bridge as the transfer mechanism. If at any point Amazon's certification lapses or is withdrawn, we will rely on alternative appropriate safeguards (such as Standard Contractual Clauses, UK International Data Transfer Agreements, or transfer risk assessments) to ensure that transfers remain compliant with UK GDPR.

Current certification status can be checked here:

<https://www.dataprivacyframework.gov/list>

The EU-U.S. Data Privacy Framework - Amazon Web Services (AWS)

If a data subject in category (a) has requested support via Me Learning's helpdesk, data related to their request, including some personal data such as name, telephone number and email address, will be transferred to Zendesk, Inc ('Zendesk'). Zendesk is a service provider used by Me Learning that provides customer support incident management capabilities. Zendesk is based in the US and Me Learning's use of its services will involve a transfer of some Services Personal Data to the US.

Zendesk is certified under the UK Extension to the EU-U.S. Data Privacy Framework (UK-US Data Bridge), which provides an adequate level of data protection for UK GDPR-compliant transfers.

[Zendesk, Inc.'s policies for online privacy and online safety are certified by TRUSTe](#)

If Zendesk identifies an issue raised via its helpdesk services as a software bug, information about that issue will be transferred to Atlassian Pty Ltd ('Atlassian'). Atlassian produce 'Jira', a project management tool used by Me Learning throughout the development lifecycle. Atlassian may therefore receive some information about the data subject in category (a).

Atlassian is based in Australia and processes personal data obtained from services, which may be transferred to and processed in the US and other countries worldwide. Atlassian maintains active EU-U.S., UK Extension, and Swiss-U.S. Data Privacy Framework certifications, having successfully transitioned from Privacy Shield in 2023. For data transfers to countries without adequacy decisions, Atlassian implements Standard Contractual Clauses along with supplemental technical, contractual, and organizational measures. Customers can review Atlassian's comprehensive data transfer framework and security measures in their [Data Transfer Impact Assessment](#) and [Data Processing Addendum](#).

- Me Learning uses Google Analytics to analyse use of the Platform. Google Analytics gathers information about website use by means of cookies. The information gathered relating to our Platform is used to create reports about the use of our Platform. This means Google LLC ('Google') processes various personal data relating to users of the Platform, and to the extent that it processes such personal data on behalf of Me Learning, is a processor of Me Learning. Google is based in the US and Services Personal Data obtained through use of Google Analytics will be transferred to and processed in the US.

Google LLC maintains active EU-U.S., UK Extension, and Swiss-U.S. Data Privacy Framework certifications, having successfully transitioned from Privacy Shield in 2023 and continuing to adhere to all DPF Principles.

Current certification status can be checked here:

<https://www.dataprivacyframework.gov/list>

- Me Learning stores documents relating to customers on SharePoint (such as copies of contracts, meeting minutes, details about complaints / improvement suggestions). Although such documents are more likely to contain personal data relating to the customer's administrative users than learner users, it is possible they could contain personal data relating to learner users if, for example, such data is contained in a complaint. Me Learning also uses Exchange Online (Office 365) to send direct emails and may receive copies of support tickets by email, and it is possible these could contain personal data relating to learner users. These services are provided by Microsoft Corporation ('Microsoft'). Although Microsoft is based in the US, Me Learning documents are hosted on SharePoint on Office365 on servers located in the UK, so they do not involve a transfer outside the EEA.

Microsoft Corporation complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. Microsoft Corporation has certified to the U.S.

[Data Privacy Notice — Microsoft privacy](#)

- Voice over artists who will be engaged as individual contractors in connection with the production of audio/voiceover recordings for Bespoke Courses. These contractors might or might not process Services Personal Data, depending on the content of the script they are provided with for the purposes of the audio/voiceover recordings.
- Companies that might be engaged to develop parts of Bespoke Courses in the event of any Me Learning resource being unavailable as a result of a Force Majeure Event, provided that Me Learning complies with its obligations under Clause 26 (Force Majeure Event). The Customer agrees that Me Learning's engagement of such a company in such circumstances would constitute reasonable steps to mitigate the effects of the Force Majeure Event as required by Clause 26, and acknowledges that such companies

might or might not process Services Personal Data, depending on the subject matter of the part of the Bespoke Course they are engaged to develop.

### SCHEDULE 7 (CUSTOMER SYSTEMS)

The recommended software requirements for viewing courses and using Me Learning's Form LMS:

- Access to a supported browser: Google Chrome, Firefox or Microsoft Edge
- Courses built in Storyline 360 require a minimum screen resolution of 1024 x 768 or higher — this only applies to our software learning tutorials
- Internet Access
- Speakers/headphones (not mandatory but required for audio)

It is recommended that, for each type of deployment, full testing is carried out prior to any training rollout. Results may also vary if used with unsupported browsers.

Customers that use various Web Proxy servers / Cache Servers / Content Checking servers (e.g. Websense) may encounter issues with posting scores and status changes back to our LMS. Access to Me Learning URL's should be set as exceptions to bypass all the above and this should be tested prior to any rollout.