

SCHEDULE 1 – GENERAL TERMS

1. Definitions

1.1 In the Licence Agreement:

Access Licence	means the licence granted pursuant to clause 4.2;
Authorised User	means those natural persons employed or directly engaged by the Customer who are entitled to access and use the Software provided by us;
Confidential Information	means any and all information in whatsoever form relating to you or us, or the business, prospective business, technical process, computer software (both source code and object code), Intellectual Property Rights or finances of you or us (as the case may be), or compilation of two or more items of such information, whether or not each individual item is in itself confidential, which comes into a party's possession by virtue of its entry into this Licence or provision of the Support Services, and which the party regards, or could reasonably be expected to regard, as confidential and any and all information which has been or may be derived or obtained from any such information.
Data Protection Laws	means the DPA, the GDPR, any UK implementing laws, regulators and/or secondary legislation under the GDPR, and any successor legislation to the GDPR (from time to time), in each case in each jurisdiction where the Support Services are delivered in relation to data privacy;
DPA	means the Data Protection Act 2018;
End Date	means the date on which this Licence Agreement expires or terminates, for any reason;
Fees	means all fees and charges payable by the Customer in respect of the Access Licence and the Support Services as outlined on the front sheet, and any additional fees incurred by us pursuant to clause 6.3;
GDPR	means the General Data Protection Regulation (EU) 2016/679;
ICO	means the Information Commissioner's Office;
IP Rights	means all copyrights, patents, utility models, trademarks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, database rights, semiconductor topography rights, business names and logos, domain names, computer data, generic rights, proprietary information rights and all other similar proprietary rights)and all applications and rights to apply for registration or

protection of any of the foregoing) as may exist anywhere in the world;

“Multi-plexing”

means:

- (a) the use of the Software by the Customer to pool connections, re-route information or reduce the number of devices or Authorised Users that directly access or use a Module; and
- (b) reducing the number of devices or Authorised Users that a Module directly manages, without reducing the number of Authorised Users;

Sanctions

means: economic or financial sanctions or trade embargoes or other equivalent restrictive measures imposed, administered or enforced from time to time by the European Union, the governments of other member states of the European Union, the United Nations Security Council, the United States government or an United States agency (including OFAC, the US State Department, the US Department of Commerce and the US Department of Treasury) or the equivalent regulator of any other country which is relevant to this Agreement.

Sanctions List

means: any of the lists of specifically designated nationals or designated persons or entities (or equivalent) in relation to Sanctions, each as amended, supplemented or substituted from time to time.

Support Hours

means the hours of 0900 – 1700 on Working Days;

Support Services

means the services set out in clause 3 and Schedule 5 of this Licence;

Term

means the duration of this Licence, comprising the Initial Term and any applicable Renewal Term;

Working Day

means any day which is not a weekend or a public holiday in England.

1.2 In these Terms:

- 1.2.1 Capitalised terms used in this Schedule 1 but not defined in this Schedule 1 have the meaning(s) given on the Front Sheet;
- 1.2.2 headings are for reference only;
- 1.2.3 the interpretation of general words shall not be restricted by words indicating a particular class or particular examples;
- 1.2.4 a reference to a statute or statutory provision includes a reference to any amendment, consolidation or re-enactment of it (from time to time) and all regulations or other subordinate legislation made under it (to the extent in force, from time to time); and

- 1.2.5 **Data Controller", "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Process/Processing" and "Special Categories of Personal Data"** and other non-defined terms relating to data privacy / protection shall have the same meaning(s) given to them in the Data Protection Laws.

2. Licence Period

- 2.1 This Licence applies from the Licensing Date and continues for the Initial Term.
- 2.2 Following the Initial Term, your Licence will automatically renew for the stated Renewal Term unless you tell us that you no longer wish to renew in accordance with clause 12.1.
- 2.3 Where this Licence renews for any Renewal Term, we will notify you 3-6 months in advance of the expiry of the Initial Term and, unless you exercise your rights to cancel the renewal under clause 12.1, you accept any revised Licence Fee that may apply for the Renewal Term per clause 6.3.

3. Support Services

- 3.1 In accordance with your Licence, we provide email and first line technical support to maintain the Software and enable you to make use of it during the Term through our helpdesk to you during the Support Hours only. Any support that you require outside of the Support Hours is provided subject to payment of the Non-Support Hours Charges.
- 3.2 We do not offer any performance or service levels to you in connection with the Support Services or the Software, or any Module(s) unless specifically agreed and set out in Schedule 5.
- 3.3 We shall maintain suitably qualified staff to provide support to you and your Authorised Users during Support Hours. All Support Services are provided remotely.
- 3.4 Where you require support in addition to the Support Services, from time to time, such additional support is provided subject to our Day Rate, at an amount to be agreed with you at the relevant time. Such additional support that is not included is:
 - 3.4.1 support for other software, accessories, attachments, machines, systems or other devices not supplied by us;
 - 3.4.2 rectification of lost or corrupted data arising for any reason other than our act or omission or breach of this Licence;
 - 3.4.3 support that is more difficult because of any changes, alterations, modifications or variations made by you; or
 - 3.4.4 rectifying problems that are not associated with the Software.

4. Access Licences

- 4.1 From your Licensing Date, and subject always to payment of the Licence Fee, the:
 - 4.1.1 general Access Licence for use of the Software and related Modules is granted to you;
 - 4.1.2 individual Access Licences are granted to specifically nominated Authorised Users only in accordance with the agreed number of named Authorised Users. Each licence is assigned to a single individual and is not transferable or shareable between Authorised Users; each Authorised User must use their own login; and
 - 4.1.3 Support Services will be provided by us to you.

- 4.2 You and each of your Authorised Users are granted personal, limited, non-exclusive, non-transferable and royalty-free licences to access the Software and use the Support Services during the Term.
- 4.3 Any user or device that accesses the server, files, or data or content provided by the server made available through an automated process is considered an Authorised User. Authorised Users must each have appropriate authorisation, regardless of their direct or indirect connection to the Software or any Module.
- 4.4 We will carry out initial scoping and configuration services to enable use of the Software on your systems from your Licensing Date. Any such Support Services are included in your Licence Fee.
- 4.5 Where access to the Software requires any interface with any of your existing third party applications, you must co-operate with and assist us by making available all required information, software tools and utilities required to maintain such interfaces throughout the Term.
- 4.6 Authorised Users are granted access to the Software via unique login details (username and password) issued via your nominated administrator.
- 4.7 In exercising the Access Licence, you shall:
 - 4.7.1 ensure that all Authorised Users keep their respective access details and login credentials confidential;
 - 4.7.2 restrict access only to those Authorised Users who need to know for conducting your business; and
 - 4.7.3 notify us as soon as you become aware of any unauthorised use of, or access to, any part of the Software by any third party.
- 4.8 For scope of use:
 - 4.8.1 use of the Software shall be limited to object code form to process:
 - 4.8.1.1 training records of individuals in connection with their employment with, or engagement by, you;
 - 4.8.1.2 training records of individuals of XXXX in connection with their work in providing resiliency capability; and
 - 4.8.2 where you wish to extract any additional data beyond that which is contained and downloadable from the reporting section on the Software, any such further extraction may be subject to payment of the Data Extraction Fees.
- 4.9 The Access Licence does not grant you or your Authorised Users any rights to:
 - 4.9.1 copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software (in whole or in part) except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for integrating the Software with the operation of other software or systems ordinarily used by you in the course of its business (unless we are prepared to carry out such action for a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and you shall request that we carry out such action or to provide such information and shall meet our reasonable costs in providing that information before undertaking any such reduction);

- 4.9.2 scrape or store any dashboard content on any external or third party hosted server or other storage device connected to a network;
 - 4.9.3 remove, change, adapt or otherwise alter or modify any Software content, including any copyright, trademark or other proprietary notice contained on any part of the Software;
 - 4.9.4 circumvent the Software's security protocols or devices, or interfere with the proper working of the Software or the servers on which the Software is hosted;
 - 4.9.5 extract or download any content, information or data (including metadata) for any purpose other than in the ordinary course of its business;
 - 4.9.6 input, upload, transmit or otherwise provide to (or through) the support services or the Access Licence any information or materials that are unlawful, or contain or transmit any harmful code;
 - 4.9.7 damage, disrupt, impair or otherwise interfere with our or the Software's functions and services to any of our other customers or their users;
 - 4.9.8 carry out Multi-plexing of any kind; and/or
 - 4.9.9 use any such information provided by us or contained on the Software to create any software or platform whose expressions or functions are substantially similar to those of the Software, nor use any such information in any manner which would be restricted by copyright that may subsist in the Software or the relevant information or content.
- 4.10 The Access Licence restrictions contained in clause 4.9 apply to the Customer and its Authorised Users, and include obligations on the Customer and its Authorised Users not to permit or fail to prevent any third party from doing such restricted actions. If the Customer becomes aware of any actual or suspected activity that is prohibited by clause 4.9 (including by its own Authorised Users), the Customer shall:
- 4.10.1 notify us immediately upon discovery; and
 - 4.10.2 take all reasonable and lawful measures within your control to stop the actual or suspected activity and mitigate its effects (including discontinuing and preventing any unauthorised access to the Software and permanently erasing from their systems and destroying any data to which any such Authorised Users may have gained unauthorised access).

5. Software updates & maintenance

Where you identify any problem with the Software at any time, or any specific Module, you must report this to us with any relevant documentation (e.g. screenshots or video recordings) through our helpdesk.

6. Payment terms

- 6.1 Access to the Software and provision of the Support Services is subject to payment of the Licence Fee in full in advance by the Due Date.
- 6.2 Invoices for the Licence Fee will fulfil the Invoice Requirements set out in the Front Sheet and will be sent to you no earlier than 30 days before the Licensing Date and no earlier than 30 days before the first and second anniversaries of the Licensing Date. Invoices for Non Support Hours Charges and for additional Support Services will fulfil the Invoice Requirements set out in the Front Sheet and will be sent to you within 30 days of the completion of the relevant

services. Invoices for additional User Licences will fulfil the Invoice Requirements set out in the Front Sheet and will be sent to you within 30 days of the increase in User Licences.

6.3 Where you require:

- 6.3.1 an increase in the number of User Licences, additional fees may apply which shall be notified to you;
- 6.3.2 any additional Support Services pursuant to clause 3.1, we will calculate the applicable fees payable using our Day Rate, and raise an invoice to you for payment subject to its terms;
- 6.3.3 any support during Non-Support Hours, we calculate applicable Non-Support Hours Charges and raise an invoice to you for payment subject to its terms; and/or

6.4 Payment shall be made by BACS to our nominated bank account set out on the front sheet.

6.5 If you fail to pay us any undisputed amounts due under this Licence by the applicable due date(s), we reserve the right to charge interest on all overdue fees (including disputed amounts that are withheld) from the due date until the date of actual payment, whether before or after judgment, at a rate of 2% per annum above the base lending rate of the Bank of England (from time to time), such interest to accrue on a daily basis (compounded monthly).

7. IP Rights

- 7.1 All IP Rights and title to the Support Services, the Software and any of its underlying software or systems (save to the extent incorporating any of your or third party owned item, logo, branding or trademark or other IP Rights) shall remain with us and/or our licensors in full and no rights, titles, interests or ownership in those IP Rights shall be conveyed to you.
- 7.2 Any IP Rights that may subsist in any updates or modifications to the Software created by us shall vest in us on creation, unless agreed otherwise between you and us.
- 7.3 Any IP Rights that subsist in any branding, logos or trademarks contained on any training content shall remain vested in the party to whom such logos or trademarks are registered or in the party that created them (in the case of any copyright or related rights)
- 7.4 No right to modify, adapt, or translate the support services or create derivative works from the Support Services is granted to you.
- 7.5 The training records are owned by you. Any IP Rights that subsist in such training records shall vest in you on creation.

8. Third party training content

- 8.1 The Software may incorporate information and training content that is created by, and is the property of, third parties. You must not copy or distribute any training content without our prior written consent.
- 8.2 Any third party content incorporated into the Software is licensed only for use in conjunction with the Software. You have no further rights or titles to, or interests in, any third party content except as stated in this Licence.
- 8.3 Information contained on any training content is not warranted to be accurate, complete or up-to-date. Neither us nor any third party provider or licensor shall be responsible for any damages or losses arising from your or your Authorised User's use of the training content.

9. Warranties and disclaimers

- 9.1 We warrant to you that:

- 9.1.1 we have the right to perform the Support Services, grant the Access Licence and otherwise enter into this Licence;
- 9.1.2 all third party software or content comprised within the Software has been validly licensed to us, and is licensed to you, on an “as is” basis only; and
- 9.1.3 we have and will maintain a valid and subsisting registration with the ICO for the Term to enable us to process any personal data through the Software or in connection with the Support Services.
- 9.1.4 The Software will perform the functions set out in the Software Specification set out in Schedule 6.
- 9.1.5 Redkite is not a person that is listed on or owned (whether directly or indirectly) or controlled by a person listed on, a Sanctions List. For the purposes of this clause, “ownership” and control” have the meaning given to them in the applicable Sanctions or in any official guidance in relation to such Sanctions.
- 9.1.6 Redkite does not, directly or indirectly, engage, without prior authorisation from a competent authority (where permitted), in activities that are prohibited by Sanctions.
- 9.2 We give no guarantee that:
 - 9.2.1 the Software or any of the Modules can be operated free from any minimum hardware, software, server or operating system requirements;
 - 9.2.2 access to the Software or any information gateway will be continuous, uninterrupted or error-free (whether for scheduled maintenance, downtime, or otherwise); or
 - 9.2.3 the Software will be fit for any purpose made known to us by you or that your use of the Software will fulfil any of your specific needs or those of your Authorised Users.
- 9.3 In performing the Support Services, we warrant to you that we will not infringe the rights of any third party (including IP Rights) in any jurisdiction or be in breach of any obligations that we may have to a third party.
- 9.4 Except as expressly stated in this Licence, all warranties and conditions, whether express or implied by statute, common law or otherwise (including satisfactory quality and fitness for purpose), are excluded to the fullest extent permitted by law.
- 9.5 We warrant that the Software will, on installation and configuration, be free from any virus (as may be identified by such up-to-date virus checking software as may be in use by us at the relevant time), disabling programs and devices. We will undertake regular virus checking of the Software, but due to the method of access (via the internet and/or applicable communications systems), we do not warrant that accessing and using the Software in this way will not result in viruses which emanate outside of us being introduced to your computer equipment and/or systems at any time.
- 10. Exclusion and/or limitation of liability**
 - 10.1 We do not exclude or limit our liability to you for fraud, death or personal injury caused by any negligent act or omission or wilful misconduct of us or our personnel in connection with the provision of the Support Services to you on the terms of this Licence.
 - 10.2 In no event shall we be liable to you whether arising under or in connection with this Licence or in tort (including negligence or breach of statutory duty) or misrepresentation, for any:
 - 10.2.1 indirect, special or consequential losses;
 - 10.2.2 pure economic loss;

- 10.2.3 loss of revenue, profits or savings (whether categorised as direct or indirect, or actual or anticipated);
 - 10.2.4 wasted management or staff time;
 - 10.2.5 loss of your or your Authorised Users' opportunity to carry out any training as a result of any failure to access the Software at any time (other than where such downtime places us in breach of this Licence);
 - 10.2.6 loss of, or corruption to, any data (other than as a result of our failure to comply with our obligations to protect such data under clause 14.5);
 - 10.2.7 any failure by you or any Authorised User to use the Software in accordance with this Licence;
 - 10.2.8 losses you may incur as a result of any integrations between the Software or any specific Module with any third party systems or software; or
 - 10.2.9 losses you incur as a result of any acts, omissions or reliance you place on any training content.
- 10.3 Subject to clauses 10.1 and 10.2, and save in respect of the indemnity in clause 11.1, the total liability of us (whether in contract, tort or otherwise) under or in connection with this Licence shall not exceed the total Fees (excluding any VAT, duty, sales or similar taxes) paid or payable by you to us during the 12 months immediately prior to the date on which any potential claim is first notified to us.
- 11. IP indemnity**
- 11.1 Subject to clause 11.3, we shall indemnify and hold you harmless from and against any cost, losses, liabilities and expenses, including reasonable legal costs arising from any claim relating to or resulting directly or indirectly from any claimed infringement or violation by us of any IP Rights belonging to any third party.
- 11.2 Subject to clause 11.3, we shall (at our cost):
- 11.2.1 defend, or at its option, settle any claim or suit brought against you by a third party on the basis of any infringement of any IP Rights belonging to that third party by the Support Services (excluding any claim or suit relating to or deriving from any customer provided item); and
 - 11.2.2 pay any final judgement entered against you on such issue or any settlement.
- 11.3 The Customer shall only be entitled to exercise the benefit(s) of the indemnity granted in its favour by us under clause 11.1 provided that:
- 11.3.1 you tell us promptly of each such claim;
 - 11.3.2 we are given sole control of the defence and/or settlement; and
 - 11.3.3 you fully co-operate with, and provide all reasonable assistance to, us at all times in connection with the relevant claim, defence or settlement.
- 11.4 If all or any part of the Support Services becomes, or in our opinion may become, the subject of a claim or proceedings for infringement of IP Rights, we may (at our own expense and sole discretion):
- 11.4.1 procure for you the right to continue to use the Support Services or the affected part thereof; or

- 11.4.2 replace the Support Services or affected part with other suitable non-infringing service(s); or
 - 11.4.3 modify the Support Services or affected part to make the same non-infringing.
- 11.5 We shall have no obligation under this clause 11 to the extent that any claim is based on:
 - 11.5.1 the combination, operation or use of the Support Services with other services or software not provided by us, if such infringement would have been avoided in the absence of such combination, operation or use; or
 - 11.5.2 use of the Support Services in any manner inconsistent with this Licence; or
 - 11.5.3 your negligence or misconduct.
- 12. Exit**
 - 12.1 Access Licences are granted for the Initial Term up to the Licence Expiry Date. Following the Licence Expiry Date, your use of and access to the Software shall continue for the Renewal Term unless you do not wish to renew, in which case you must provide us with not less than 90 days' written notice prior to the Licence Expiry Date, or before the expiry date of any Renewal Term thereafter.
 - 12.2 We may suspend your, or your Authorised User's access, to the Software or any specific Module(s) at any time where:
 - 12.2.1 NOT USED
 - 12.2.2 any Authorised User has accessed the Software beyond the scope of the rights granted by the Access Licence or for an unauthorised purpose;
 - 12.2.3 we suspect that you, or any Authorised User is, has been, or is likely to be, involved in any fraudulent, misleading or unlawful activities relating to their training records;
 - 12.2.4 any payment due to us fails or is declined (through no fault of ours) or any undisputed invoice remains unpaid 10 Working Days after you have been reminded to make payment; or
 - 12.2.5 this Licence terminates (for any reason).
 - 12.3 Any suspension of access to the Software, or withholding of the provision of any of the Support Services by us, shall be for the minimum period necessary until such time as you have rectified the cause of the suspension to our reasonable satisfaction. You shall not be entitled to a refund of any part of the Fees (calculated on a pro-rated, daily basis) where access to the Software and/or any Module is suspended for any of the permitted reasons set out in clause 12.1.
 - 12.4 Suspension rights granted to us under clause 12.3 shall be in addition to any other rights granted to us in relation to the relevant event triggering the suspension.
 - 12.5 Either party may terminate this Licence at any time if the other party:
 - 12.5.1 ceases or threatens to cease to carry on business; or
 - 12.5.2 is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation shall be bound by and assume that party's obligations hereunder) or any similar or analogous event occurs in respect of that party.

- 12.6 Either Party shall be entitled to terminate this Licence on notice to the other Party if the other Party commits a material breach of any term of this Licence which, in the case of a breach capable of remedy, shall not have been remedied within 10 Working Days of receipt by the other Party of the notice from the non-defaulting party specifying the breach and requiring it to be remedied.
- 12.7 Clause 12.6 may not apply to you where Schedule 5 applies and we fail to meet any listed SLAs or KPIs (as applicable). Where any such failure occurs, your remedy in connection with such failure will be as set out in Schedule 5 and shall not constitute a material breach.
- 12.8 If it is or becomes unlawful, or contrary to any law, enabling legislation, executive order or regulation in relation to Sanctions, for you to perform any of your obligations under this Licence, or if Redkite or its direct or indirect owner is added to a Sanctions List:
- 12.8.1 you may cease performing your obligations under this Licence immediately and/or terminate this Licence; and
- 12.8.2 we agree that you will not be liable to us for any loss (including any consequential loss), damage or delay whatsoever as a result of your ceasing to perform your obligations and/or terminating this Licence in accordance with clause 12.8.1 above.
- 13. Consequences of exit**
- 13.1 At close of business on the End Date, access to the Software for you and your Authorised Users, all Access Licences and all data contained on the Software that was previously accessible, shall cease in full. We are under no obligation to remind or otherwise notify you of any impending access restrictions being imposed or withdrawn on the End Date, before the End Date. No further access shall be granted without our prior consent (which may be subject to payment of an additional Fee).
- 13.2 On the End Date, or on earlier request issued by either Party in writing at any time, each Party shall deliver up to the other Party (to the extent technically practicable) all Confidential Information and all correspondence, documents and other property belonging or relating to the other Party and neither Party shall, without the prior written consent of the other, make or retain copies of any such documents.
- 13.3 Nothing in this Licence shall be construed to preclude or restrict either Party from retaining a copy of the Confidential Information necessary to meet its legal, audit, regulatory or file retention requirements with respect to filing such confidential documentation.
- 13.4 Termination of this Licence for whatever reason shall not affect the accrued rights of the Parties arising in any way out of this Licence as at the End Date and, in particular the right to recover damages against the other Party in relation to any breach or accrued rights that subsisted on or prior to the End Date.
- 14. Confidentiality**
- 14.1 Each Party may use the Confidential Information belonging to the other Party only for the purposes of this Licence and must keep confidential all Confidential Information of each disclosing Party except to the extent (if any) the recipient of any Confidential Information is required by law to disclose the Confidential Information.
- 14.2 Either Party may disclose the Confidential Information of the other Party to those of its employees and agents who have a need to know the Confidential Information for the purposes of this Licence but only if the employee or agent executes a written confidentiality undertaking in a form approved by the other Party.

- 14.3 Both Parties agree to return all documents and other materials containing Confidential Information immediately upon completion of the Support Services or within 5 Working Days of the End Date.
- 14.4 The obligations of confidentiality under this Licence do not extend to information that:
- 14.4.1 was rightfully in the possession of the receiving party before the negotiations leading to this Licence;
 - 14.4.2 is public knowledge at, or becomes public knowledge after, the Commencement Date (other than as a result of a breach of this Licence); or
 - 14.4.3 is required by law to be disclosed.
- 14.5 shall be entitled to disclose either verbally or in writing that the Customer is a Service user.
- 15. Data protection**
- 15.1 For this Licence, we host training records on the Software on your behalf. Any personal data processed by the Software is captured by being input and uploaded by Authorised Users. Each party therefore respectively acknowledges that we act as a:
- 15.1.1 data controller by limited virtue of the fact that we simply host, operate and licence access to the Software to you and your Authorised Users (but we do not determine the means or purposes of any personal data processing) and any personal data collected from Authorised Users relating to their use of the Software; but
 - 15.1.2 data processor on your behalf for providing the Support Services to its Authorised Users.
- 15.2 This clause 14.5 sets out the minimum contractual details required by article 28(3) of the GDPR as at the Licensing Date. We reserve the right to amend this clause at any time during the Term by notice to you where necessary to:
- 15.2.1 comply with any Data Protection Laws or ICO guidance; or
 - 15.2.2 take account of any changes to the processing of personal data pursuant to this Licence.
- 15.3 The subject matter, and the purpose, of processing under this Licence is as set out in this clause 14.5, both during and after the Term. The nature of the processing shall be those processing operations which are necessary to perform the subject matter and the purpose(s).
- 15.4 Categories of personal data uploaded to the Software by Authorised Users shall be determined by the relevant matrices stipulated by the training content, but may include those datasets set out in Schedule 3.
- 15.5 In performing the Licence, the Parties generally agree to comply with their respective obligations under Data Protection Laws in respect of any processing of personal data.
- 15.6 In providing the support services to you, in relation to any personal data processed by us relating to you or your Authorised Users, we agree to:
- 15.6.1 implement appropriate technical and organisational security measures to preserve the integrity of, and prevent any corruption or loss, damage or destruction of, any personal data;
 - 15.6.2 ensure that any of our staff who can access that personal data are suitably aware of their obligations to protect that personal data (through adequate security programmes and procedures implemented by us during the Term), and a data subject's rights, under the Data Protection Laws (subject to appropriate

confidentiality undertakings in the contract of employment or services contract (as applicable));

- 15.6.3 process personal data only as necessary to provide the Support Services for the Term and to facilitate the use of the training content by Authorised Users;
 - 15.6.4 ensure that all personal data is hosted at a Microsoft Azure data centre based in the UK and managed by us (and to notify you where the location of such servers changes at any time during the Term);
 - 15.6.5 comply with all reasonable and lawful instructions issued to us by you relating to the processing of personal data; and
 - 15.6.6 notify you without undue delay (and in any event within 36 hours of discovery) of any event that results (or may result) in any unauthorised access to any personal data processed on the Software by any third party, and/or any actual or potential loss and/or destruction of personal data.
- 15.7 In performing obligations under this Licence, each Party agrees to notify the other Party as soon as it receives any:
- 15.7.1 communication from the ICO relating to the processing of personal data under this Licence or through the Software (to the extent it directly affects personal data belonging to you or any Authorised User); or
 - 15.7.2 subject access request or complaint issued by any data subject relating to their personal data that is processed on the Software at any time.
- 15.8 Each Party further agrees to provide the other Party with such full assistance and co-operation as is necessary to enable the other Party to comply with its obligations under the Data Protection Laws, or respond substantively to any request, complaint or communication to which clause 15.7 applies (within the timeframe for such response, as prescribed by Data Protection Laws or the ICO).

16. Insurance

- 16.1 We maintain for the Term:
- 16.1.1 public liability insurance up to £5m per claim (or series of claims);
 - 16.1.2 employers' liability insurance up to £5m per claim (or series of claims); and
 - 16.1.3 professional indemnity insurance up to £2m per claim (or series of claims).
- 16.2 Evidence of such insurance coverage shall be provided to you upon request.

17. Rights of Third Parties

Nothing in this Licence or in any instrument or document executed by any Party in connection with the Support Services is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any third party, including any underwriter, other broker, policyholder, insured or beneficiary under any insurance policy.

18. Force Majeure Event

- 18.1 Subject to clause 18.2, if either Party is prevented or delayed from performing any of its obligations under this Licence by a Force Majeure Event, then:
- 18.1.1 its obligations under this Licence (or, when the Force Majeure Event only affects some of the Support Services, such obligations as relate to those Services) shall be

suspended for so long as the Force Majeure Event continues and to the extent that the Party directly affected is so prevented, hindered or delayed;

18.1.2 the Parties shall, without prejudice to the other provisions of this clause 18.1 consult with a view to taking such steps as may be appropriate to mitigate the effects of such Force Majeure Event; and

18.1.3 both Parties shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of their obligations under this Licence.

18.2 If any Force Majeure Event continues for a period in excess of 2 months, either Party shall be entitled to terminate this Licence in its entirety (if all Services are affected by the Force Majeure Event) or in part (insofar as it relates to the Support Services affected by the Force Majeure Event) by giving not less than 10 Working Days' Notice to the other Party.

19. Assignment

19.1 Neither Party may (expect with the prior written consent of the other party):

19.1.1 assign any of its rights under this Licence;

19.1.2 transfer or subcontract any of its obligations under this Licence; and/or

19.1.3 charge or deal in any other manner with this Licence or any of its rights or obligations.

19.2 Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of the preceding sub-clause shall be ineffective.

20. Non-Waiver

20.1 No failure or delay by either Party in enforcing any obligation, or exercising any right granted to it under this Licence shall amount to a waiver of that obligation or right.

20.2 The waiver of a specific breach of any specific term of this Licence by either Party does not amount to a waiver of any other term.

20.3 A waiver of a breach by either Party of any of the terms of this Licence shall not prevent that Party from subsequently requiring compliance with the waived obligation.

21. Severability

If any provision of this Licence is declared invalid or unenforceable by any court or authority of competent jurisdiction all other provisions of this Licence shall remain in full force and effect and shall not in any way be impaired. The Parties shall meet to agree a replacement provision which is as close as is legally permissible to the provision found invalid, or unenforceable.

22. Entire Agreement

22.1 This Licence, and any proposal or statement of work issued by us together constitute the whole agreement and understanding between the Parties with respect to the Access Licence and the Support Services and supersedes all prior agreements, negotiations and discussions between the Parties relating to that subject matter.

22.2 The Customer acknowledges that it has not entered into this Licence in reliance on any statement or representation, whether or not made by us, expect in so far as the representation has been incorporated into this Licence.

23. Variations

No amendment to this Licence shall be effective unless made in writing and signed by the parties or their duly authorised representatives.

24. Notices

- 24.1 Any notice to be given under this Licence must be in writing (a 'Notice') and delivered personally, sent by first class post or e-mail to the address set out on the front sheet. A notice sent by e-mail is not valid unless a copy of the Notice is also sent personally or by post.
- 24.2 Any Notice shall be deemed to have been served:
 - 24.2.1 if personally delivered, at the time of delivery;
 - 24.2.2 if posted, two Working Days after posting; and
 - 24.2.3 if sent by e-mail, when clearly received in full, if before 5pm in the receiver's country, or otherwise on the next Working Day.
- 24.3 A notice sent by e-mail will be deemed 'clearly received in full' (for the purposes of sub-clause 24.2.3) at the point it is sent if the sender does not receive a 'message failure notification' from the recipient's destination server or the sender's outgoing mailbox at any time.

25. Governing Law and Jurisdiction

This Licence shall be governed by the laws of England and Wales. The English Courts shall have the exclusive jurisdiction for the settlement of all disputes arising under or in connection with this Licence and each Party submits to such jurisdiction accordingly and waives all rights to object to forum.

26. Inconsistency

In the event of any inconsistency between the body of this Licence and its Schedules, the above terms and conditions shall prevail. In the event of any inconsistency between this Licence, any proposal or statement of work, this Licence shall prevail in each case.

27. General

- 27.1 This Licence shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Licence.
- 27.2 Neither Party shall issue or make any public announcement or disclose any information regarding this Licence unless prior written consent has been obtained from the other Party.
- 27.3 All costs (where stated) exclude VAT (which shall be charged in addition, at the prevailing rate).

SCHEDULE 3 – DATASETS

This Schedule lists those categories of personal data that may be uploaded by Authorised Users in connection with their use of the Software and connected Modules. Other categories of personal data are stipulated by the relevant training record / content.

Categories of Data	Please tick all relevant boxes and add more detail if required:	
	Personal Data	
	Name	
	identification number	
	location data	
	online identifier (email/IP address)	
	Other (please insert details):	
	Special Categories of Personal Data	
	race	
	ethnic origin	
	political opinions	
	religion	
	trade union membership	
	genetics	
	biometrics (where used for ID purposes)	
	health	
	sex life	
	sexual orientation	
	Criminal Offence Data	
	allegations	
	proceedings	
	convictions	
Categories of Data Subjects	Please tick all relevant boxes:	
	service users/customers	
	service user/customer next of kin	
	employees	
	employees next of kin	
	Other (please insert details):	
	Data subjects include Customer staff (including volunteers, agents, and temporary workers), suppliers, members of the public and any other named individual who may interact with the Customer in the course of its operational activities and whose Data is held within the Customer's active management software.	

Processing Operations	Please tick all relevant boxes:	
	Using data provided by the Customer	
	Collecting new data from Data Subjects	
	Transforming data by adding new data collected from service users/customers to data provided by the Customer	
	Sharing data with anyone other than the Customer	
	Erasure or destruction of personal data	
	Other (please insert details):	
Location of Processing Operations	Please tick one box only:	
	UK	
	EEA ^[1] (European Economic Area)	
	Outside EEA (European Economic Area)	☐
	If outside the EEA please provide details:	
Identity of sub-contractors	LearnPro Group or its Group Companies do not use subcontractors. All LearnPro Group or Group Companies employees are background checked and sign a declaration of confidentiality.	
Purpose	All Data provided by the Customer acting as Data Controller under this protocol is provided solely to enable LearnPro Group or its Group Companies, acting as the Processor to deliver Services under this Agreement (the "Purpose").	
Duration of Processing	Processing under the terms of this protocol shall continue and remain in force until the Agreement between the Parties is terminated.	
Plan for return and destruction of the data once the processing is no longer required	Following expiration or termination of the Agreement, LearnPro Group or its Group Companies shall permanently delete, destroy or return all of the data, including Personal Data, provided to it by the Customer in its role as Controller in connection with this Agreement; If LearnPro Group or its Group Companies is required by any law or regulation to retain any materials provided, it shall notify the Customer in writing, giving details of the documents or materials that it must retain, including the retention period and reason for the requirement; Where any of the Data is to be destroyed, LearnPro Group or its Group Companies shall ensure that it is deleted and/or securely disposed of, providing the Customer with a written acknowledgement that this has taken place.	

SCHEDULE 5 – SLAs

THIS SCHEDULE IS NOT A STANDALONE AGREEMENT AND MUST BE READ IN CONJUNCTION WITH ALL OTHER APPLICABLE SCHEDULES

This Schedule 5 sets out the terms and conditions under which we shall provide technical support services for the Software to you during the term of this agreement.

A. Designated Users – Customer Administrators

We respond to support requests submitted via our helpdesk service by all Authorised Users, who are treated by us as “administrators” with login credentials for the helpdesk to register any problems via helpdesk support tickets.

The administrators initially review user problems and provide advice and guidance as necessary. Where the issue persists, the administrators will provide relevant details on any reproducible steps that can recreate the problem using our stipulated format for helpdesk tickets. Ticket submissions should be of good quality and clarity that our support staff can understand.

B. Response Times

Authorised Users can report any problems with the Software via our helpdesk system at any time or any day (24 x 7). We will endeavour to respond to and resolve identified problems within the timeframes listed in Paragraph E below. As part of its initial response, we will categorise the call with you. If we cannot agree on a category, then we shall determine the category in our sole discretion, and will endeavour to respond within the listed resolution times as detailed in Paragraph E.

C. Problem Categories

1. Critical (category 1)

These problems result in a complete software failure and/or data corruption rendering the Software inoperable. We will assign the repair of such problems maximum priority. Illustrative examples:

- i. Infrastructure / hosted environment failures that render the Software unavailable or inoperable; or,
- ii. A Software defect that results in the Software being unusable

2. Major (category 2)

These are problems that have a significant impact on your operations but do not result in data corruption or prevent the operation of the Software.

3. Minor (category 3)

These are minor problems that have no significant impact on use of the Software.

D. Problem causes

1. Software Problem (Cause 1)

These are problems that result from errors or omissions in the Software.

2. User Assistance Requirement (Cause 2)

These problems result from a lack of understanding by the Authorised User regarding the Software, or the application developed using the Software. Accordingly, we shall try to advise you of the action required to solve the problem and, where practicable, assist the Authorised User in line with the impact of the problem and its assigned priority.

4. **Customer Managed Environment Faults (Cause 3)**

These are operational faults with the Software resulting from your managed hardware, operating environment, or internet connection services. We shall try to advise you of the action required to solve the problem. They shall, where practicable, assist in line with the impact of the problem and its assigned priority. Support with these issues may be dependent on a connection being provided by you or the relevant third party.

5. **Enhancement Requirement (Cause 4)**

These are areas of functionality where the Software, although compliant and fully usable, does not meet your future business requirements. We shall review any enhancement requests to meet such business requirements in line with the target response times described in Paragraph E. Further services to define detailed user story-based requirements, a specification or inclusion of an enhancement request in the Software will be at our sole discretion. Major new releases will typically take place once per year. We shall prioritise cases where the enhancement has the broadest impact for the total customer base and where the enhancement could significantly reduce disruption to your operations. We may agree to provide enhancements to the Software on a chargeable service basis to ensure their inclusion in target Software versions in accordance with the rates set out in Schedule 4.

5. **Cloud Hosted Configuration Problem (Cause 5)**

These are problems resulting from an issue with the operating systems or infrastructure configuration directly under our control within the supported environment.

6. **Cloud Hosted Environment Problem (Cause 6)**

These are problems caused by broader issues with the supported environment due to an underlying fault under the control of third-party hosting providers, general Internet or other issues outside of our control. We shall liaise with any relevant third party and take actions available to expedite resolution.

E. **Problem target response times:**

1. Cloud Hosted Infrastructure target response times:

Priority	Cause	Initial Response from Notification	Predicted nature of the response
Critical	Infrastructure Fault	<3 Support Hours	Configuration change or operating software update.
Critical	Cloud Environment Fault	<3 Support Hours	Liaison with third party and Customer until issue resolved.

Major	Infrastructure Fault	<5 Support Hours	Configuration change or operating software update.
Major	Cloud Environment Fault	<5 Support Hours	Liaison with third party and Customer until issue resolved.
Minor	Infrastructure Fault	<5 Working Days	Configuration change or operating software update.
Minor	Cloud Environment Fault	<5 Working Days	Liaison with third party and Customer until issue resolved.

2. Software problem target response times:

Priority	Cause	Initial Response from Notification	Workaround from Notification where appropriate	Permanent Fix implemented in code from the replication of issue	Nature of Fix
Critical	Software Defect	4 Support Hours	2 Working Days	10 Working Days	Software patch or Corrective Release
Critical	User Environment	4 Support Hours	5 Working Days	10 Working Days	Online support
Critical	User Assistance	4 Support Hours	5 Working Days	10 Working Days	Online support
Critical	Enhancement Request	5 Working Days	10 Working Days	3 months or less where agreed Depending upon the complexity	New or Corrective Release
Major	Software Defect	2 Working Days	10 Working Days	6 months	New or Corrective Release
Major	User Environment	5 Working Days	6 months	6 months	Online support

Major	User Assistance	5 Working Days	6 months	6 months	Online support
Major	Enhancement Request	10 Working Days	6 months	6 months or less where agreed dependent upon complexity	New or Corrective Release
Minor	Software Defect	5 Working Days	15 Working Days	9 months	New or Corrective Release
Minor	User Environment	10 Working Days	8 months	9 months	Online support
Minor	User Assistance	10 Working Days	8 months	9 months	Online support
Minor	Enhancement Request	15 Working Days	9 months	9 months or less where agreed dependent upon the complexity	New or Corrective Release

F. Service Window

Where the problem response times schedule above uses the terms "1 Working Day" or "10 Working Days", each day shall be up to seven Support Hours depending upon the length of the service window. By example:

If you report a minor software defect at 4 pm on Working Day 1, we shall work to provide a workaround at or before 2 pm on Working Day 15.

G. Notification of Critical Exceptions

If we are unable to resolve a critical software defect problem by the end of resolution times as stated in Paragraph E, we shall provide:

1. A visible status via the helpdesk system that the problem remains unresolved; and
2. An estimate of how much more time will reasonably be required to resolve the problem.

H. Live System Availability / Uptime Target

99.5% during Support Hours (excluding service updates and associated planned downtime.)