PART OF THE LEARNPRO GROUP

SOFTWARE LICENCE AND SUPPORT SERVICES

FRONT SHEET

This front sheet, together with all of its Schedules and Terms and Conditions (which are hereby incorporated) form an agreement between you and us (as such terms are defined below) relating to your use of our Software and related Support Services. Please read this agreement carefully before signing. All capitalised but undefined terms in this front sheet shall have the meaning(s) given to them either on this front sheet, or in the General Terms in Schedule 1.

	LEARNPRO EFIRESERVICE LIMITED (we/us/our/)		**[CLIENT FULL NAME] (you/your)**	
Company / business / tax ID number	09570924		[insert]	
Registered address	A2 Building R1010 Cody Technology Park, Ively Road, Farnborough, England, GU14 0LX		[insert]	
Country of registration	England and Wales		[insert]	
Point of contact details	[name] [email] [number]		[insert]	
Bank account details	Name on account		Name on account	
	Bank		Bank	
	S/C		S/C	
	A/C #		A/C #	
Data processing status	DATA PROCESSOR		DATA CONTROLLER	
VAT number (if applicable)	230444642		[insert]	
	each also known as a "**Party**" and together the "**Parties**"			

KEY TERMS	
INITIAL TERM	[insert] years until terminated in accordance with its terms
RENEWAL TERM	12 months starting on the expiry of the Initial Term;
EXCLUSIVITY	None
LICENCE FEES *(payable per Permitted End-User)*	[insert] per year (plus VAT)
LICENCE FEE payable	annually, in advance, within 30 days from date of invoice.
IMPLEMENTATION FEE	[insert]
SUPPORT SERVICES	[insert]
SUPPORT SERVICES contact details	[insert]

SUPPORT HOURS	9.00 am until 5.00 pm on Working Days only
SOFTWARE	
DETAILS OF LICENCED SOFTWARE	• [insert] • [insert] • [insert] • [insert] • [insert]
AGREEMENT STRUCTURE – APPLICABLE SCHEDULES	

1	GENERAL TERMS	
2	SOFTWARE LICENSING	
3	DATA PROCESSING	

Our agreement with you comprises this front sheet and the applicable schedules listed above. If there is any conflict between the terms of any applicable schedules listed above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This front sheet and the applicable schedules listed above constitute the entire agreement between you and us relating to your use of our Software and related Support Services. No other terms, understandings or agreements (written, oral or implied by conduct) shall apply, including any of your general terms and conditions.

This Contract has been entered into on the date that the last Party signs below (**Effective Date**).

Signed for and on behalf of LEARNPRO EFIRESERVICE LIMITED	
Name (Print)	
Position	
Date	

Signed for and on behalf of [CLIENT FULL NAME]	
Name (Print)	
Position	
Date	

SCHEDULE 1 – GENERAL TERMS

THIS SCHEDULE IS TO APPLY TO ALL CONTRACTS. IT IS NOT A STANDALONE AGREEMENT AND MUST BE READ IN CONJUNCTION WITH ALL OTHER APPLICABLE SCHEDULES

1. Definitions and interpretation

1.1 This Schedule 1 is a general schedule applicable to the Contract. Terms used in this Schedule 1 shall therefore apply in addition to the rest of this Contract, subject to the conflict rules contained on the front sheet.

1.2 Capitalised terms defined in this Schedule 1 apply to all other Schedules used in this Contract.

1.3 Terms used in the front sheet, or in other schedules, but not separately defined in this Schedule 1, may also apply in this Schedule 1 and elsewhere in this Contract.

1.4 In this Schedule 1, and elsewhere in this Contract:

"Contract Year"	means each period of 12 months during the Term, the first period commencing on the Effective Date, and subsequent periods on each anniversary thereof;
"Confidential Information"	refers to all information in any medium disclosed by a Party or its representatives to the other Party or that Party's representatives in connection with this Contract, including: (i) the terms of this Contract; (ii) any information provided to either Party pursuant to this Contract (whether or not marked as confidential), such as, Software Documentation and any personal data; (iii) any information that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients, suppliers, or plans of the disclosing Party and the operations, processes, know-how, designs, trade secrets of the disclosing Party; and (iv) any information developed by the Parties, or either Party, in the course of performing their obligations under this Contract;
"End Date"	is the date on which this Contract terminates or expires, for any reason;
"IP Rights"	includes patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
"Law"	means any applicable law, statute, statutory provision or subordinate legislation or any mandatory rules or guidance issued by any regulatory body having jurisdiction over the applicable Party;
"Permitted End-User"	means those natural persons employed or directly engaged by you who are entitled to access the Software and use the Software and any Content, including any Super Users;
"Super User"	refers to the individual person(s) who are granted enhanced access rights and privileges to the Software (as notified to us during the Implementation Period);
"Support Services"	refers to those first and second-line support services to be provided by us to you on the terms of this Contract, as more particularly described in Part B to Schedule 2;
"Term"	refers to the length of this Contract, comprising the Initial Term and any Renewal Term;

"User Data"	refers to any personal data relating to any User that is processed through the Software; and
"Working Day"	refers to any day that is not a weekend or a public holiday in England.

1.5 References to clauses are to the clauses of this Schedule 1. References to paragraphs or sections are to the relevant paragraphs or sections of the specific Schedule, and references to Schedules are to the applicable Schedules to this Contract.

1.6 Headings are for convenience only and shall not affect the interpretation of this Contract.

1.7 Any reference to writing or written includes emails.

1.8 Any references to statutes or statutory provisions are a reference to them as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.9 The applicable schedules (as indicated on the front sheet) form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any references to this Contract includes the applicable Schedules.

1.10 A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.

1.11 A reference to this Contract or to any other agreement or document is a reference to this Contract, that agreement or document in each case as varied from time to time.

1.12 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, descriptions, definitions, phrases or terms preceding those terms.

1.13 Any obligation on a Party not to do something includes an obligation not to allow, permit or fail to prevent that thing to be (or from being) done.

2. Term

2.1 This Contract shall commence on the Effective Date and shall continue for the Initial Term (as stated on the front sheet).

2.2 Following the Initial Term, and subject to your compliance with the terms in full, the Contract shall automatically renew for successive Renewal Terms, unless either you or us gives the other not less than 30 days' notice of termination in writing (such notice not to expire before the end of the Initial Term or then current Renewal Term (as the case may be).

2.3 Exclusivity of our Software and related Support Services is not offered to you under this Contract. We are therefore free to offer our Software and Support Services to any third party at any time.

3. General Obligations & our Support Services

3.1 We agree to carry out all our responsibilities and obligations under this Contract in accordance with due skill, care, diligence and best practice in the relevant industry.

3.2 Each Party agrees to communicate promptly, substantively with the other and in good faith at all times.

3.3 We offer the Support Services to you during the Support Hours on Working Days during the Term. We do not guarantee specific performance levels, SLAs or other performance metrics, but we strive towards responding within 48 hours to ensure customer business continuity. Please contact us using the information set out on the front sheet where you need our support.

3.4 You have no right to modify, adapt or translate the Support Services, or create derivative works from the Support Services, at any time.

4. Payment Terms

4.1 The prices to be paid by you to us for the use of the Software and/or our provision of related Support Services and Hosting Services (as applicable) shall be as stated on the front sheet, including the Licence Fees and any Implementation Fees. General payment terms are stated in this Schedule 1.

4.2 Implementation Fees are payable by you in advance in connection with the services provided by us during the Implementation Period.

4.3 Our Licence Fees are calculated on a per Permitted End-User basis at the rate set out on the front sheet and are payable by you annually in advance (as stated on the front sheet) within 30 days of receipt of invoice issued at the end of the Implementation Period. The Licence Fees include our charges for the Support Services and Hosting Services.

4.4 We reserve the right to amend the Licence Fees payable by you each year to reflect the number of Permitted End-Users using our Software. Such changes will be reflected in the next invoice payable by you.

4.5 We reserve the right to amend the Licence Fees, not more than once per each Contract Year on notice in writing to you. Where there is any increase to the Licence Fees, such increase will be not less than the rate of increase set out in the Retail Prices Index for the relevant Contract Year against the previous Contract Year. Any increase to the Licence Fees shall take place from the month following the month that notice of the increase was given to you.

4.6 You agree to pay any undisputed Licence Fees in accordance with the payment intervals and terms specified in the front sheet to the bank account nominated by us in writing from time to time.

4.7 Any and all expenses, costs and charges incurred by you in the performance of your obligations under this Contract shall be paid by you unless expressly agreed beforehand in writing.

4.8 Where you fail to pay any undisputed amount due to us by the due date, we may charge you interest on the overdue amount on notice in writing. Where interest is charged, it will not exceed the rate of 5% per year above the Bank of England's base lending rate from time to time; accruing daily and compounded monthly form the due date until payment is made. This right to charge interest shall be in addition to the rights to suspend or terminate this Contract under Clause 10.

5. IP Rights

5.1 We own all IP Rights in and to the Software, including any IP Rights that may subsist in any updates or other modifications or customisations created by us shall vest in us on creation (unless otherwise agreed between us in writing). Unless otherwise agreed between the Parties or expressly provided in this Contract, neither Party shall, by virtue of entering into or performing this Contract, obtain or acquire any right title or interest to or in the IP Rights owned by, or licensed to, the other Party and/or its licensors.

5.2 Any IP Rights that subsist in the aggregation or analysis by us of any data processed through the Software, or in the presentation or methods used to compile the same, shall remain vested in us in full.

5.3 Other than the code we develop and integrate into the Content (which shall remain our property), you shall own any and all IP Rights in any Content (including any future releases or improvements to the Content) and nothing in this Contract shall transfer any proprietary interest in such Content to us.

5.4 All copyright and other IP Rights subsisting in the databases arising under The Copyright and Rights in Databases Regulations 1997, shall vest in and belong exclusively to us.

5.5 Unless otherwise agreed between the Parties or expressly provided in this Contract, all IP Rights in any materials provided by a Party pursuant to this Contract shall remain with the providing Party and/or its licensors.

5.6 You shall, at our expense, take all such steps as we may reasonably require to assist us with maintaining the validity and enforceability of our IP Rights during the Term.

5.7 Without prejudice to your rights or any third party's rights to challenge the validity of our IP Rights, you shall not do, or authorise any third party to do nor fail to prevent any third party from doing (where possible), any act which would or might invalidate or be inconsistent with any of our IP Rights and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect.

5.8 Each Party warrants and represents to the other that throughout the Term it shall own or be licensed to use, all of the IP Rights it requires in order to perform its obligations under this Contract.

5.9 Other than the access licence for the Software expressly granted under Schedule 2 to this Contract, neither Party grants any licence of, right in or makes any assignment of any of its IP Rights to the other Party. In relation to any Support Services provided under this Contract, we shall retain all IP Rights in the Support Services.

5.10 Nothing in this Contract shall be construed to mean, by inference or otherwise, that you have any right to obtain the source code for any part of the Software.

5.11 All User Data input into the Software and presented in the Content remains your property. We retain the IP Rights (if any) in the presentation of that User Data.

6. Confidential Information

6.1 Subject to Clause 6.3, each Party shall keep the other Party's Confidential Information confidential and shall not:

6.1.1 use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Contract; or

6.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted in Clause 6.3.

6.2 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential Information:

6.2.1 which the other Party confirms in writing is not required to be treated as Confidential Information;

6.2.2 which is or becomes publicly known through no act or omission of the receiving Party;

6.2.3 which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;

6.2.4 which is independently developed by the receiving party, which independent development can be evidenced in writing;

6.2.5 which a Party can demonstrate was in its lawful possession (free of confidentiality restriction) prior to receipt from the other Party; or

6.2.6 which a Party is required to disclose by law, by any court of competent jurisdiction or by any governmental, regulatory or administrative body.

6.3 Each Party may disclose the other Party's Confidential Information to those of its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Party's rights or performing its obligations under this Contract, provided that:

6.3.1 it informs such employees, officers, representatives, contractors, subcontractors or advisers of the confidential nature of the Confidential Information prior to disclosure;

6.3.2 it procures that its employees, officers, representatives, contractors, subcontractors or advisers shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause 6 as if they were a party to this Contract; and

6.3.3 at all times, it is liable for the failure of any employees, officers, representatives, contractors, subcontractors or advisers to comply with the obligations set out in this Clause 6.

6.4 Upon the End Date, each Party shall:

6.4.1 return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information; and

6.4.2 erase all of the other Party's Confidential Information from its systems and devices (including any systems and devices held on its behalf by any third parties).

6.5 Subject to each Party complying with their respective obligations under cCause 6.4and Sub-lause 11.3.3, the provisions of this Clause 6 shall survive for a period of 6 years from the End Date in relation to any

Confidential Information that is not otherwise returned to the disclosing Party on or around the End Date and remains lawfully in the possession or control of either Party.

7. Data protection

Where we process any personal data on your behalf at any time during the Term in connection with the Software and/or Support Services, the provisions of Schedule 3 shall apply.

8. Limitation of Liability

8.1 Nothing in this Contract shall limit or exclude a Party's liability for:

8.1.1 death or personal injury cause by its negligence, or that of its employees, agents or sub-contractors (as applicable);

8.1.2 fraud or fraudulent misrepresentation; or

8.1.3 any other act, omission, or liability which may not be limited or excluded by Law.

8.2 Subject to Clause 8.1, we shall not be liable to you or your Permitted End-Users, whether in contract, tort (including for negligence), breach of statutory duty or otherwise for:

8.2.1 loss of profits, business, anticipated savings, agreements or contracts;

8.2.2 loss of sales or business;

8.2.3 wasted expenditure;

8.2.4 loss of, or damage to, goodwill (or similar);

8.2.5 loss of use or corruption of software, User Data or information; or

8.2.6 any incidental, indirect, special or consequential loss,

arising under or in connection with the Contract.

8.3 Subject to Clause 8.1, our total aggregate liability, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with this Contract shall be limited to the total amounts paid by you to us under this Contract since the Effective Date.

9. General Compliance & regulatory

9.1 In performing its obligations under this Contract, each Party agrees (to the extent applicable) to:

9.1.1 comply with all Laws, statutes and regulations relating to anti-bribery, anti-corruption, anti-money laundering, anti-slavery and human trafficking including the UK Bribery Act 2010 and Modern Slavery Act 2015;

9.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010, if such activity, practice or conduct were carried out in the UK and any equivalent territorial anti-bribery restrictions; and

9.1.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015, if such activity, practice or conduct were carried out in the UK and any equivalent Territorial restrictions.

9.2 Each Party agrees to implement and maintain such updated policies as are necessary to train and educate its staff on the requirements of this Clause 9.

9.3 You may be required at any time during the term to certify your compliance with the regulatory requirements of this Clause 9. Where requested to do so, you shall provide such written certification to us within 3 Working Days of receipt of such request.

10. Suspension & termination

10.1 The termination and suspension rights granted to either Party in this Clause 10 shall be without prejudice to any other rights or remedies to which the Parties may be entitled either under this Contract, or as prescribed by Law.

10.2 Either Party may terminate this Contract on immediate written notice and without liability to the other Party if the other Party commits a material breach of any of the terms of this Contract and such breach is:

10.2.1 not capable of remedy; or

10.2.2 capable of remedy, and the defaulting Party fails to remedy that breach within 30 days of that Party being notified in writing to do so.

10.3 Either Party may terminate this Contract on immediate written notice and without liability to the other Party if the other Party:

10.3.1 becomes insolvent, has appointed a receiver, administrative receiver or administrator of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, or is the subject of a resolution passed for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction);

10.3.2 takes or suffers any similar or analogous action in the UK or overseas in consequence of debt; or

10.3.3 ceases, or threatens to cease, to trade.

10.4 We may suspend the access rights granted to you (including your and your Permitted End-Users' access to the Software and our provision of the Support Services and Hosting Services), without liability to you, and without prejudice to any of your other rights or remedies, if :

10.4.1 you repeatedly fail to pay the full amount of any undisputed invoice to us by the due date for payment;

10.4.2 you fail to pay any undisputed amount to us by the due date for payment, and such amount remains outstanding 7 days after the due date, where written notice is given to us by you to make such payment (whether or not such notice is given immediately after the due date or at any time within the payment period); or

10.4.3 we reasonably consider that any Permitted End-User has accessed the Software beyond the scope of the rights granted by this Contract, or for any unauthorised purpose.

10.5 Where performance of this Contract is suspended by us at any time in accordance with Clause 10.4, the period of suspension shall be for the shortest period of time possible until the relevant breach is either remedied (at which point performance shall resume according to its terms) or, if not remedied after the relevant period, this Contract shall terminate immediately on notice in writing.

11. Effects of termination

11.1 At close of business on the End Date, access to the Software for you and all of your Permitted End-Users, all access licences and all User Data and Content contained on the Software that was previously accessible, shall cease in full. We are under no obligation to remind or otherwise notify you or your Permitted End-Users 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).

11.2 During any termination notice period, we shall:

11.2.1 continue to perform all obligations and provide the Support Services and provide access to the Software in accordance with the terms of, and standards required by, this Contract; and

11.2.2 provide any other reasonable termination assistance that we agree to provide (as notified to you either in the termination notice or our response to the same).

11.3 Upon the End Date:

11.3.1 you shall pay all outstanding and undisputed invoices payable to us within 7 Working Days;

11.3.2 we shall discuss the return of any User Data and personal data within our control and we will endeavour to return such User Data as soon as possible following the End Date (in any event, in not more than 10 Working Days) in .csv format with our choice of column definitions and format;

11.3.3 each Party shall promptly (and in any event within 30 days of the End Date) return to the other Party's Confidential Information as further described in Clause 6;

11.3.4 any subsisting termination assistance that we have agreed to provide pursuant to Sub-Clause 11.2.2 that is not completed by the End Date, through no fault of your own, shall continue to be provided by us following the End Date until completed; and

11.3.5 the accrued rights of the Parties as at the End Date, and any provision expressly stated to survive, or implicitly surviving termination shall not be affected or prejudiced.

12. Insurance

12.1 You agree to maintain with a reputable insurance company your own policy or policies of insurance that are sufficient to cover all contemplated liabilities under or in connection with this Contract. You shall hold and maintain such insurances for the Term and for 12 months following the End Date.

12.2 You agree to provide a copy of such insurances to us within 5 Working Days of the Effective Date.

13. Force Majeure Events

13.1 In general terms, under this Contract neither Party will be liable to the other Party for any delay or non-performance of its obligations under this Contract to the extent such delay or non-performance arises from an event or circumstance that is beyond the reasonable control of either Party (a **"Force Majeure Event**"), provided that the directly affected Party:

13.1.1 immediately notifies the other Party in writing setting out details of:

(a) the cause of the delay or non-performance and the nature of the relevant event or circumstance;
(b) the impact of the Force Majeure Event on the performance of that Party's obligations under this Contract;
(c) the date on which the Force Majeure Event started and its likely or potential duration;
(d) likely duration of the delay or non-performance; and
(e) any steps being taken to reduce the impact of the relevant or circumstance.

13.1.2 uses all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations; and

13.1.3 resumes all of its obligations under this Contract as soon as reasonably practicable.

13.2 Where a delay or non-performance is caused by a Force Majeure Event:

13.2.1 the directly affected Party shall be entitled to a reasonable extension of time for performing such obligations;

13.2.2 the corresponding obligations of the other Party will be suspended, and it's time for performance of such obligations extended to the same extent as those of the directly affected Party; and

13.2.3 any costs arising from that delay will be borne by the Party incurring the same.

13.3 Where the period of delay or non-performance continues for a period of 14 Working Days with no further sign of any change in the foreseeable future after that period, the Party not directly affected by the event or circumstance may terminate this Contract on immediate written notice to the directly affected Party.

13.4 Subject to the following and for the purposes of this Clause 13, whilst an event can be beyond the reasonable control of either Party if such event is ongoing or is contemplated by the Parties at the Effective Date, or becomes foreseeable by either Party during the Term (which can include global pandemic, national epidemic and related government action and restrictions on movements of natural persons) the procedural requirements of Sub-Clause 13.1.1will continue to apply to the directly affected Party. Such event will then

only be deemed a Force Majeure Event where we provide written confirmation following your compliance in full with the procedural requirements of Sub-Clause 13.1.1, to our satisfaction.

14. General

14.1 The Parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver and to exercise their respective rights and perform their obligations under this Contract.

14.2 Variation: no variation of this Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

14.3 Waivers: A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

14.4 A failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14.5 Rights and remedies: the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by Law.

14.6 Severance: if any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

14.7 If any provision or part provision of this Contract is deemed deleted under Clause 14.6the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.8 Each Party agrees that it shall have no remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

14.9 Assignment: except as expressly provided in this Contract, you shall not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with any of your rights or obligations under this Contract.

14.10 Subject to Schedule 3, we may at any time assign, transfer, charge, subcontract or deal in any other manner with any of our rights or obligations under this Contract on written notice to you.

14.11 Status: nothing in this Contract is intended to or shall be deemed to establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party.

14.12 Each Party confirms it is acting on its own behalf and not for the benefit of any other Person.

14.13 Third Party Rights: Nothing in this Contract or in any instrument or document executed by any party in connection with the provision of the Software and related Support Services and/or Hosting Services is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any third party, including any Permitted End-User. .

14.14 Notices: any notice given to a Party under or in connection with this Contract shall be in writing and correctly addressed to the other Party.

14.15 Governing law and jurisdiction: this Contract and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to resolve any such dispute or claim.

SCHEDULE 2 – SOFTWARE LICENSING TERMS

THIS SCHEDULE IS ALWAYS TO APPLY. IT IS INTEGRATED WITH OTHER SCHEDULES AND IS THEREFORE NOT A STANDALONE AGREEMENT AND MUST BE READ IN CONJUNCTION WITH ALL OTHER APPLICABLE SCHEDULES.

PART A

1. Definitions and interpretation

1.1 Terms used in this Schedule 2 shall apply in addition to the rest of this Contract, subject to the conflict rules contained on the front sheet.

1.2 Capitalised terms defined in this Schedule 2 may apply to all other applicable Schedules to this Contract. Terms used in the front sheet, or in other applicable Schedules (but not additionally defined in this Schedule 2) may also apply in this Schedule 2 (and elsewhere in this Contract).

1.3 The rules of interpretation set out in Schedule 1 shall also apply to this Schedule 2.

1.4 In this Schedule 2, and elsewhere in this Contract:

"FLOSS Software"	refers to any third party software licensed on terms conforming to any of the "Free Software Definition" (published by the Free Software Foundation) or the "Open Source Definition" (published by the Open Source Initiative);
"Implementation Period"	is the period during which we carry out initial development, onboarding and testing services in relation to the Software, as more particularly described in Paragraph 10 of this Schedule 2;
"Software"	refers, collectively, to our proprietary software that is licensed to you as set out on the front sheet (subject to the terms of this Contract as set out in Part B to this Schedule 2) and hosted on a LearnPro proprietary server, which may include: i. LAB or LAB ADVANCED (the authoring tool used to develop content hosted on LearnPro LMS); ii. LMS, which refers to our Learnpro eFireservice learning management system (as constituted and made for public release from time to time); iii. Modules, such as the SCORM .zip file and those modules listed in Part B to this Schedule 2 and all on-line interactions in relation to such Modules; and iv. package managers
"Software Documentation"	means the operating manuals, user instructions, technical literature, online help, and other documentation and other related materials in machine or eye readable form supplied to us by you for aiding our use and application of the Software.

2. Application

This Schedule 2 shall always apply whenever we licence the Software to you for use by you and your Permitted End-Users.

3. Access and usage licence

3.1 During the Term, and subject always to your compliance with this Contract and payment of the Fees, the:

3.1.1 general Access Licence will be granted to use the Software for lawful, business purposes only;

3.1.2 individual Access Licences will be granted to allow Permitted End-Users to access and use the Software;

3.1.3 right to copy and integrate the Content with the Software will be granted; and

3.1.4 Support Services and Hosting Services will be provided by us to you.

3.2 You shall ensure that any Permitted End-User with access to the Software is made aware of its obligations in respect of the licensing restrictions within this Contract, and agrees to comply with them in full.

3.3 The licence for the Software that we grant to you and your Permitted End-Users is as a single product and is revocable (subject to the terms of this Contract), non-exclusive, non-transferable, limited (in object code form) and royalty-free for the Term only and is granted to you in consideration for payment of the Licence Fees.

3.4 Super User access rights and enhanced privileges are granted to the natural person(s) nominated by you and shall not be varied or transferred to other persons without first notifying us.

4. Support Services & Hosting Services

4.1 We agree to provide the Support Services and Hosting Services to you during the Term in accordance with the terms of this Contract, as more particularly described in Part B to Schedule 2. We provide first line support to you and second-line support to your Permitted End-Users who can contact us either through the Super User or through the details set out on the front sheet.

4.2 Where we agree to provide training ("train-the-trainer") services to your Permitted End-Users in connection with the Software, the scope, time, location and charges for such training services shall be agreed in writing between the Parties prior to such training services being performed.

5. Licensing restrictions

5.1 During the Term, you must ensure that:

5.1.1 only trained users access authoring tools to create and change Content;

5.1.2 you seek the relevant permission from the author of the package manager before sharing any Content;

5.1.3 individual access is granted to Permitted End-Users only

5.2 During the Term, you agree (and procure that all Permitted End-Users also agree) not to:

5.2.1 make backup copies of the Software or any Software Documentation without our prior written consent (other than as necessary to allow the Software to operate or for normal security back-up purposes);

5.2.2 copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software (in whole or in part) or any content displayed on the Software, except to the extent that any reduction to human readable form (whether by reverse engineering, de-compilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software, websites or systems you use;

5.2.3 scrape, snip or store any Software content (including from the Client or adviser dashboard) onto any external or third party hosted server or other storage device connected to a network;

5.2.4 knowingly store, distribute or transmit any virus, worm, Trojan horse or similar, or any material through the Hosting Services or the Support Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activities; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, religious belief, sexual orientation, disability or any other illegal activities;

5.2.5 circumvent any of the Software's security protocols or devices, or interfere with the proper working of the Software or servers on which the Software is hosted;

5.2.6 extract or download Software content, information or data (including User Data) other than in the formats provided to you by the Software (such as annual or new Client reviews);

5.2.7 input, upload, transmit or otherwise provide to (or through) the Software or the access licence any information or materials that are unlawful, or contain or transmit any harmful or malicious code;

5.2.8 use any information we provide to you, or that you obtain from us or from the Software or the Software Documentation during the Term, to create any software whose expressions or functions are substantially similar to that of any part of the Software;

5.2.9 use any part of the Software in any manner which would be restricted by any copyright subsisting in it;

5.2.10 assign, transfer, sell, lease, rent, charge or deal in the Software or use the Software on behalf of any third party, or make available the same to any third parties who are not Permitted End-Users without our prior written consent;

5.2.11 attempt to sell, licence or otherwise distribute the Software as your own (other than in accordance with the white labelling terms set out in Paragraph 10 below);

5.2.12 combine, or seek to combine, the Software with any third party's software application;

5.2.13 carry out any act on the Software that is otherwise restricted by our IP Rights;

5.2.14 seek to author any national Content;

5.2.15 alter, modify, obscure or otherwise adapt any copyright or proprietary notices contained anywhere within the Software

5.3 You shall not transfer any Content (including SCORM files) that may contain any code provided or authored by us to any other LMS (whether such LMS is owned or operated by any third party) without our prior written consent.

5.4 Content may be withdrawn (on 1 months' notice) if sharing rights are revoked by the owner.

5.5 During the Term, you agree to notify us if you become aware at any time of any unauthorised use of the Software or Software Documentation by any third party (Permitted End-Users or otherwise).

5.6 You acknowledge that the usage and licensing restrictions contained in this Section 5 apply to you and your Permitted End-Users and extend to include obligations on you not to permit, or fail to prevent, such persons from doing such restricted actions.

5.7 You further acknowledge that you are not granted any rights under this Contract in relation to the Software, other than those expressly stated.

6. Software warranties and disclaimers

6.1 You confirm that you will always use the Software for your lawful business purposes only and in accordance with applicable Laws.

6.2 We specifically warrant to you that:

6.2.1 we have the right to grant all the necessary access licences necessary for you and your Permitted End Users to use the Software;

6.2.2 we wholly own, or have the rights to use and sub-licence, all necessary IP Rights in and to the Software to you for the Term;

6.2.3 the Software will not infringe the rights of any third party (including any third party's IP Rights) anywhere in the world;

6.2.4 we have, and will maintain for the Term a valid and subsisting registration with the ICO to process your personal data through the Software (such as contained within any User Data) and in connection with the Support Services; and

6.2.5 all third party software comprised in the Software, or licenced to you in addition to the Software, has been validly licensed to us for the Term, and can be validly licensed to you (as necessary).

6.3 We agree to notify you of any:

6.3.1 minimum hardware, software, server or operating system requirements applicable to your use of the Software before the Effective Date (in the Software Documentation or elsewhere); and

6.3.2 FLOSS Software that has been used to compile or develop the Software.

6.4 Where any FLOSS Software has been provided to us as part of the Software, we receive this on an "as is" basis only.

6.5 We make no guarantee to you that:

6.5.1 access to the Software will be continuous, uninterrupted or error-free at all times (whether for scheduled maintenance, downtime or otherwise); or

6.5.2 the Software and our Support Services will be fit for any purpose make known to us by you (other than bespoke updates specifically requested by you under paragraph 7 below).

6.6 We will notify you as soon as we become aware of any breach of the warranties set out in this section 6.

7. Updates and modifications

7.1 Our Software can be customised, adapted and modified to meet your lawful, business needs as discussed with us. You may request that we implement updates and customisations at any time.

7.2 Where you request any update from us, you shall provide us details in writing. We shall then review and respond to the same with written specifications relating to:

7.2.1 the update, including details of any sprints, steps or phases necessary to deliver the update, and levels of resource required and any additional costs that may be charged for any bespoke updates;

7.2.2 any downtime that may be required to implement the update;

7.2.3 any potential risks to any diminution in the functionality of the Software as a result of the update; and

7.2.4 the sign off procedures applicable to the update.

7.3 On receipt, you shall then review the update specifications and notify us whether they are approved, rejected or if you wish to negotiate them (in whole or in part) within 5 Working Days. Failure to respond to us within this timeframe shall constitute acceptance.

7.4 Where you wish to reject or negotiate any part of the update specifications, you shall notify us in writing, setting out details of the reasons for such rejection or negotiation. We shall review such reasons within a reasonable period, and either reject such reasons or prepare revised update specifications accordingly (to then be re-reviewed by you in accordance with Paragraph 7.3 immediately above).

7.5 Unless payment of any additional fees payable by you in connection with the update, as specified in the update specifications, has been made in full, nothing in this Contract shall compel or oblige us to agree to implement any update, or amend any update specification, requested by you at any time.

7.6 We shall keep you informed of any updates or maintenance releases generally available in the relevant market which may have the ability to enhance, modify and/or replace all or part of the Software. We shall advise you of any emergency or scheduled maintenance we may need to carry out to the Software as part of the Support Services, including any associated downtime, as soon as possible in advance each month. Where possible, we shall try to schedule downtime outside of the Support Hours.

8. Proprietary rights

8.1 Any User Data input to, stored within and extracted from, the Software contains Confidential Information. Any such Confidential Information, copyright, trademarks and other industrial or IP Rights within that User Data are, and remain, your exclusive property, or the property of your licensors. We do not acquire any ownership rights in respect of the same at any time.

8.2 Where we are asked to develop any software, systems, drivers, applications, rating or pricing tools or any other similar or equivalent software or application by you at any time, unless otherwise agreed between you and us, any and all IP Rights that may subsist in such developments will vest in us in full on creation. To the extent such IP Rights do not vest in us on creation, all rights and titles to, and interests in, such IP Rights shall be assigned to us by you in full, free from all liens, charges and encumbrances and you agree to do all acts necessary to procure such assignment to us.

8.3 SCORM files containing any Content shall remain our property at all times.

8.4 Further to Paragraph 8.3 above, we grant you (at no additional cost) a non-exclusive right to use all IP Rights that vest in us in relation to any development or customisation work that we undertake for you for the Term only.

9. Third Party IP Rights indemnity

9.1 Subject to Paragraph 9.5 below, we shall indemnify and hold you harmless against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal and permitted operation, possession or use by you of the Software infringes the IP Rights of that third party.

9.2 Where you become aware of any third party IP Rights claim, you shall:

9.2.1 notify us promptly, providing as much information as is available to us at the relevant time;

9.2.2 give us sole conduct of the defence to any such claim or action;

9.2.3 not admit liability or otherwise settle or compromise (or attempt to do the same), without our instruction;

9.2.4 act in accordance with our reasonable instructions during the handling of the claim; and

9.2.5 provide us with such reasonable assistance that we may reasonably require in connection with any defence.

9.3 Where a third-party IP Rights claim is issued, settled and/or otherwise concluded, we may offer to:

9.3.1 acquire the right for you to continue to use the Software;

9.3.2 make such alterations, modifications or adjustments to the Software (and associated Software Documentation) so that they no longer infringe the relevant third party's IP Rights (without incurring a material diminution in performance or function); or

9.3.3 replace the Software with non-infringing substitutes.

We shall notify you of the option we wish to take in writing, which shall be without prejudice to any other rights or options available to us (whether by this Contract or applicable law).

9.4 Where it is determined (whether by settlement or otherwise) that the Software infringed a third party's IP Rights, we reserve the right to terminate the Contract on notice in writing to you. In this circumstance, we agree to refund to you (within 14 days of our notice to terminate) any Licence Fees paid by you to us in connection with the infringing Software in respect of any period for which the Software could not be used by you.

9.5 Any reimbursement provide to you under Paragraph 9.4 shall be subject to, and deducted from, the applicable limits on our liability under Schedule 1.

10. Implementation

10.1 Following the Effective Date, and subject to your payment of the Implementation Fees, we carry out the onboarding process phases (each of which will be discussed with you in more detail and the scope of work for each agreed.

10.2 During the Implementation Period, we provide initial training and support on the Software as well as Software Documentation.

10.3 The initial onboarding phase is intended to enable us to test, and for you to validate, the outputs and suitability of the Software and feedback any changes that may be necessary to us. It also enables any test

users and Super Users that you have nominated to become familiar with the system and build relationships with our team before go-live.

10.4 This Paragraph 10 sets out the standard scope of services included in the initial set-up and onboarding of the Software. Any changes, customisations or modifications that you may require us to make at any time are not included in the typical onboarding process set out in this paragraph 11 and will instead be subject to the procedure set out in Paragraph 8 of this Schedule 2 above.

PART B

Support Services

DESCRIPTION	PRICE

Hosting Services

DESCRIPTION	PRICE

SCHEDULE 3 – DATA PROCESSING TERMS

THIS SCHEDULE IS ALWAYS TO APPLY. IT IS NOT A STANDALONE AGREEMENT AND MUST BE READ IN CONJUNCTION WITH ALL OTHER APPLICABLE SCHEDULES.

PART A

1. Definitions & interpretation

1.1 This Schedule 3 applies to the Contract as we process personal data on your behalf in connection with the Software and Support Services and Hosting Services. This Schedule 3 contains details of the scope, nature and purpose of the processing of personal data, including the duration, types of personal data and relevant data subjects: it does not relieve, remove or replace any Party's obligations under Data Protection Laws.

1.2 Terms used in this Schedule 3 shall therefore apply in addition to the rest of this Contract, subject to the conflict rules contained on the front sheet.

1.3 Capitalised terms defined in this Schedule 3 may apply to all other applicable Schedules to this Contract. Terms used in the front sheet, or in other applicable Schedules (but not additionally defined in this Schedule 3) may also apply in this Schedule 3 (and elsewhere in this Contract).

1.4 The rules of interpretation set out in Schedule 1 shall also apply to this Schedule 3.

1.5 In this Schedule 3, and elsewhere in this Contract:

Data Protection Laws	refers, collectively, to any applicable laws relating to the processing of personal data and privacy, and specifically including the: (a) UK GDPR; (b) DPA 2018; and (c) EU GDPR (to the extent it remains applicable to any personal data processed under this Contract);
EU GDPR	stands for the EU General Data Protection Regulation (2016/679);
ICO	stands for the Information Commissioner's Office; and
UK GDPR	refers to Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.

1.6 Terms used relating to **data privacy/protection** (but not separately defined) such as **personal data, data processor and data subject**, shall have the meaning(s) given to them in applicable Data Protection Laws.

2. General compliance

2.1 In general terms, for the purposes of compliance with Data Protection Laws when Parties process personal data in connection with the Support Services and Hosting Services, each Party agrees to comply with the provisions of this Schedule 3 and to take such internal processing steps as are necessary to comply with Data Protection Laws.

2.2 The Parties agree that, for the purposes of Data Protection Laws, the processing status of the Parties shall be as stated on the front sheet. As we are providing Software for use by you and your Permitted End-Users, you will be a data controller and we will act as a processor on your behalf.

2.3 We agree that we will not process personal data on your behalf other than as set out in this Schedule 3, or in accordance with your written instructions (to the extent such instructions are compliant with Data Protection Laws).

2.4 You may revise the provisions of this Schedule 3 at any time on 30 days' written notice to us where necessary to comply with Data Protection Laws, ICO guidance or where the contemplated personal data processing changes.

2.5 If we change the way in which we process your personal data at any time during the Term, we shall notify you promptly in writing before implementing the change, setting out details of, and reasons for, the proposed change and the affected personal data so that we can assess whether any changes are necessary to this Contract before approval.

2.6 Each Party respectively agrees to designate its own data protection officer if required by Data Protection Law.

3. Processing restrictions

3.1 Specific details of the personal data we process is contained in Part B to this Schedule 3. Further information about how we process your personal data is set out in our privacy policy available on our website.

3.2 We agree to implement and maintain suitable technical and organisational security measures to protect against any unauthorised or unlawful processing of personal data, and against the accidental loss or destruction of, or damage to, that personal data (appropriate to the nature, volume and sensitivity of the relevant data) at all times that such data is within our possession or control.

3.3 When processing any personal data in connection with the Support Services, we agree to ensure that all personnel who access such data are limited only to those directly involved with the Support Services, who have received appropriate training and are aware of their obligations to protect such personal data under our privacy policy, Data Protection Law, and this Contract.

3.4 We store, host and otherwise access all personal data in connection with the Software and the Support Services from servers located within the UK.

4. Mutual co-operation

4.1 Each Party agrees to:

4.1.1 assist the other Party in responding to any request from a data subject, or any investigation, notice or complaint by the ICO in connection with any personal data processed in connection with the use of the Software and provision of the Support Services;

4.1.2 collaborate with the other in connection with completing any data protection impact assessment that may be required by Data Protection Laws or ICO guidance;

4.1.3 notify the other Party within 36 hours of discovery of any breach (however minor) that may affect the security or integrity of any of the personal data processed in connection with the Support Services that was transferred to it by the other Party;

4.1.4 take into account any ICO guidance issued at any time; and

4.1.5 subject to section 4.2, transfer, delete or return (as requested) any personal data (including any backup or archived data) to the other Party within 30 days of the End Date, or as soon as such data is no longer needed for the Support Services (other than as required to be retained under section 6). Where you do not notify us under this sub-section 4.1.5 within 90 days of the End Date, we shall notify you and all personal data shall be securely deleted.

4.2 The time period imposed under sub-section 4.1.5 may be extended where we:

4.2.1 are either required or permitted by Data Protection Law to retain the relevant personal data for an extended, fixed retention period;

4.2.2 state in our privacy policy that we ordinarily retain personal data for an extended period following termination (not to exceed 6 years) of any contract to which we are a party (which may include this Contract); or

4.2.3 are otherwise retaining personal data as permitted by Part B to this Schedule 3.

5. Data backups

5.1 Unless we otherwise agree or confirm in writing, we maintain regular, up to date backups of all of your personal data in connection with the Software and Support Services, for the Term and for at least the period in Sub-Section 4.1.5 following the End Date. Backups shall take place daily and shall be stored for 45 days.

5.2 We can provide you with access to such backup data at all times on request, or otherwise provide us with the means to extract such data from you directly, if needed, at no additional cost.

6. Notification

6.1 You agree to notify us immediately if, at any time, you receive:

6.1.1 a data subject access request from a Permitted End-User relating to personal data processed in connection with the Software;

6.1.2 a request to rectify, block or erase any personal data we process on your behalf relating to any Permitted End-User;

6.1.3 any other request, complaint or communication relating to either Party's obligations under Data Protection Laws;

6.1.4 any communication from the ICO in connection with this Contract; or

6.1.5 a request from any third party for access to any personal data you process on our behalf.

6.2 The obligation imposed under Sub-Section 6.1 shall additionally:

6.2.1 apply to any loss, damage, or unauthorised access to, any personal data in connection with the Support Services that you discover, or is otherwise notified to you, by any third party or data subject, at any time; and

6.2.2 include provision of further information to us in phases (as details become available) to ensure that we remain suitably updated as to your compliance with the relevant complaint, communication or request (as applicable).

7. Records maintenance

7.1 We shall maintain complete, accurate and up-to-date records to be able to demonstrate our compliance with the requirements of this Schedule 3 and Data Protection Laws for the Term and for at least 12 months following the End Date, unless the provisions of Sub-Section 4.1.5 permit the earlier removal of data.

7.2 We further agree to co-operate with you and to permit you (or your designated auditor) to audit our processing in connection with this Contract. Where any such audit is required, you must give us reasonable notice in advance and contribute to our reasonable costs in connection with the same. Audits must not take place more than once in any Contract Year.

8. Sub-processors

8.1 Where we appoint a third party to process all or any part of the personal data that we process in connection with this Contract, the general provisions contained in Schedule 1 relating to the appointment of sub-contractors (specifically, Clause 14.10) shall apply, in addition to the remaining provisions of this Section 8.

8.2 Where any sub-processor is appointed in accordance with this Contract, we shall attempt to agree to enter into a written agreement with the sub-processor which substantially gives effect to the provisions of this Schedule 3 (Part A and Part B) and the minimum requirements stipulated by Article 28 of the GDPR.

8.3 We shall provide you with any additional information you reasonably require in relation to our appointed sub-processor(s) at any time.

PART B

This Part B to Schedule 3 sets out specific information relating to the personal data to be processed under or in connection with this Contract; it is to be completed by the Parties prior to signature.

#		DESCRIPTION
1	LEARNPRO EFIRESERVICE LIMITED PRIVACY POLICY	Privacy Policy - learnPro Health
2	SUBJECT MATTER	In connection with the provision of the Software for use by, and for the benefit of, Permitted End-Users
3	DURATION	For the Term until the end of the period following the End Date as agreed by the Parties pursuant to Sub-Section 4.1.5 of this Schedule 3
4	NATURE	Input by the Permitted End-Users into the Software and processed by us in connection with the necessary outputs and personalised guidance.
5	PURPOSES	Processed by the Supplier as necessary in connection with the provision of the Support Services and Hosting Services
6	LEGAL BASIS	Performance of a Contract and use of Software by Permitted End-Users.
7	CATEGORIES OF PERSONAL DATA	We collect, use, store and transfer different kinds of personal data about Permitted End-Users including contact details and emails addresses
8	CATEGORIES OF DATA SUBJECT	Personal Data relating to Permitted End-Users who use the Software.
9	LOCATION OF PROCESSING	See our Privacy Policy and any other information set out in Sub-Section 3.4 of Schedule 3.
10	TRANSFER OF DATA	Personal data will be transferred via API integration between you and us, and stored and hosted by us as described in Sub-Section 3.4 of this Schedule 3.