

Terms of Service

Contents

- 1. Definitions
- 2. Onboarding & Support
- 3. Licence to Use the Service
- 4. Acceptable Use
- 5. Service Levels
- 6. Warranties & Disclaimers
- 7. Charges & Payment
- 8. Intellectual Property Rights
- 9. Confidentiality
- 10. Data Protection
- 11. Indemnity
- 12. Limitation of Liability
- 13. Suspension of Service
- 14. Term & Termination
- 15. General Provisions

1. Definitions

- **Affiliate(s):** in relation to a company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company except that in respect of the Customer, an “Affiliate” will not include any Skillcast Competitor.
- **Agreement:** these Terms of Service, the Data Processing Addendum, Service Level Commitment and any applicable Service Specific Terms, as well as the applicable Order Form between Skillcast and the Customer for the provision of the Service (and all annexes or schedules to the aforementioned documents).
- **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- **Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.1.

- **Contract Year:** means each successive 12-month period (or portion thereof) during the Term.
- **Customer:** the person or entity identified as “Customer” on the Order Form.
- **Customer Data:** the data and documents inputted, submitted, provided, uploaded, transmitted, imported, displayed or otherwise made available by (or on behalf of) the Customer through the Service.
- **Data Processing Addendum or DPA:** means the Data Processing Addendum available at Data Processing Addendum, which sets out additional terms with regard to the processing of personal data in order to meet the requirements of Data Protection Legislation.
- **EU/UK Data Protection Law:**
 - a. Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "EU GDPR");
 - b. the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "UK GDPR");
 - c. the EU e-Privacy Directive (Directive 2002/58/EC); and
 - d. any and all applicable national data protection laws made under, pursuant to or that apply in conjunction with any of (a), (b) or (c).
- **Fees:** as set out in the Order Form, including any additional fees which may be due as a result of exceeding any limits detailed in the Subscription Plan (for example, having more Active Users than authorised Users as described in the Service Specific Terms).
- **Force Majeure Event:** means any circumstance not within a party's reasonable control, including, without limitation: strikes, lock-outs or other industrial disputes (whether involving the workforce of Skillcast or any other party), failure of a utility service or transport or telecommunications network, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction including imposing an export or import restriction, accident, breakdown of plant or machinery, fire, flood, storm, pandemic or epidemic, terrorist attack, civil war, civil commotion or riots.
- **Initial Term:** unless otherwise detailed in an Order Form, an initial fixed period of 12 months commencing on the License Start Date.

- **Intellectual Property Rights:** all patents, copyrights, design rights, trademarks, service marks, Confidential Information, database rights and other rights in the nature of intellectual property rights (whether registered or not) and all applications for the same which may now, or in the future, subsist anywhere in the world, including the right to sue for and recover damages for past infringements.
- **License Start Date:** means the date identified as the License Start Date on the Order Form, or if no such date is included, then the date Skillcast first makes the Service available to the Customer.
- **Minimum Specification:** the specification the Customer's systems are required to meet to use the Service, as revised from time to time and identified in the Service Level Commitment.
- **Order Form:** an ordering document issued by Skillcast which references these Terms of Service and specifies the Service, associated Fees, and other agreed upon terms and which has been either:
 - i. executed (including electronically) by the Customer; or
 - ii. not executed by the Customer but which the Customer has accepted as demonstrated by the Customer subsequently downloading, accessing or using the Service detailed therein.
- **Plan Level:** the level of the Service included in the Subscription Plan, which defines the specific set of features, usage limits, and pricing. Skillcast currently offers the following Plan Levels: E-commerce (including CoreCompliance and CyberFocus), Standard, Enhanced, Premium, Remote Lite (including CMS), Remote Regular and Remote Max.
- **Product Documentation:** the documentation made available to the Customer by Skillcast online via our Support Site (or such other web address notified by Skillcast to the Customer from time to time), which sets out a description of the features and functionality of the Service (including user instructions) each as updated from time to time, on condition that such updates do not materially decrease the features or functionality of the Service. Product Documentation excludes the Service Level Commitment.
- **Renewal Term:** unless otherwise detailed in an Order Form, successive rolling periods of 12 months following the Initial Term or previous Renewal Term (as applicable).
- **Representatives:** in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

- **Service:** the ability to access and use the Skillcast application(s) and online courses (including the content and features contained therein), which are made available as software-as-a-service or cloud service by subscription as described in the Order Form. The Service includes the Support Services and Product Documentation.
- **Service Level Commitment:** Skillcast's Service Level Commitment is made available to the Customer online via the Service Level Commitment (or such other website address notified by Skillcast to the Customer from time to time), which describes the Support Services and applicable service levels as updated from time to time, on condition that such updates do not materially diminish the Support Services including any service levels.
- **Service Specific Terms:** the terms made available to the Customer online via Service Specific Terms (or such other website address notified by Skillcast to the Customer from time to time) which contain additional Service-specific terms and conditions as updated from time to time, on condition that such updates do not, during the Initial Term or any Renewal Term, materially diminish the applicable Service.
- **Skillcast:** the Skillcast entity identified on the Order Form.
- **Skillcast Competitor:** any business or person which develops and/or sells and/or licenses software, products and/or services which are the same as, or similar to, or are an alternative to, those provided by Skillcast.
- **Subscription Plan:** the detail of the Service that Skillcast will provide to the Customer, including the Subscription Term, the number of Users, the Plan Level and the associated Fees.
- **Term:** means the Initial Term together with any Renewal Terms.
- **Support Services:** standard customer support services provided in accordance with the Service Level Commitment and any relevant Service Specific Terms.
- **Terms of Service:** means the document entitled Skillcast Terms of Service.
- **User(s):** the Customer's (or the Customer's Affiliates') employees, contractors, consultants, agents or representatives who are authorised by the Customer to access and/or use the Service and have unique user identifications and passwords for the Service.

2. Onboarding & Support

2.1. Skillcast will provide the Customer with the information needed to access and use the Services. If the Customer has selected a Standard, Enhanced or a Premium Plan, Skillcast will contact the Customer to set up and customise the Service included in the Subscription Plan.

2.2. Please refer to the Product Documentation for information and assistance with onboarding and accessing the Service. Further support provided as part of the Service will depend on the level of the Customer's Subscription Plan as detailed in the Order Form. Any support requests by the Customer, which are outside the scope of the Customer's Subscription Plan, may be chargeable at Skillcast's then current rates.

2.3. It is the Customer's responsibility to understand the Service and the Customer's use of the same. The Customer acknowledges and agrees that whilst the Service is designed for ease of use, the Customer is responsible for ensuring that any individuals involved in accessing and using the Service are appropriately trained and familiar with them.

2.4. If the Customer does not promptly provide Skillcast with the information Skillcast requests at each stage of the onboarding and the set-up process, or if the Customer returns information which is inaccurate or incomplete, or otherwise fails to comply with the Minimum Specifications, Skillcast will not be liable for the Customer's inability to make use of the Service in whole or part.

2.5. Portions of the Service may be provided by subcontractors of Skillcast, including third party hosting providers which include Microsoft Azure, Intercom and Hubspot. The Customer consents to Skillcast making the Customer Data and/or the Customer Materials available to its subcontractors for the purpose of providing the Service subject to Skillcast binding them to obligations of confidentiality and (where applicable) data protection obligations that are substantially similar to Skillcast's obligations under this Agreement (including the DPA). Skillcast will remain responsible for any breaches of this Agreement by any of its subcontractors.

2.6. Skillcast shall provide:

- a. error correction, patches, fixes and updates to the Service as generally made available to its customers; and
- b. Support Services in accordance with the Customer's purchased Plan

Level and Service Level Commitment. Where requested, the Customer may be required to update the Customer's IT infrastructure to continue to comply with any required Minimum Specification. For the avoidance of doubt, the cost of the updates described in this Clause is included in the Fees for the Service but excludes any third-party costs incurred by the Customer to ensure compatibility with the Service. Skillcast shall have no liability whatsoever for any failure or delay in the Service (including breach of the Service Level Commitment) which are caused (in whole or in part) by the Customer IT infrastructure failing to meet the Minimum Specification.

2.7. Skillcast offers certain services and functionality within the Service using third-party developer tools such as application programming interfaces ("APIs") (the "Integration Services"). These third-party API terms and conditions contain restrictions on access, storage and use of information. Skillcast has no control over the content of third-party sites or resources that Skillcast links to through the use of APIs and, to the maximum extent permitted by applicable law, accepts no liability or responsibility for them, the Customer's use or inability to use Integration Services, or their contents, their accuracy or reliability or for any loss or damage (direct, indirect, special, consequential or otherwise) whatsoever that may arise from the Customer's use of any of them or the results obtained. The Customer's use of the Integration Services is on an "as is" basis and without any warranty of any kind.

2.8 Skillcast AI Services: Skillcast offers certain services and functionalities within the Services, which may include certain artificial intelligence technology, tools or functionalities, machine learning models, automated systems, or other technology-driven processes or functionalities (together and individually "SAIS"). It is agreed that:

a. The Customer's entitlement to the SAIS will be set out in the Subscription Plan for Standard, Premium and Enhanced plans or when it is purchased as an additional Service.

b. The Customer's use of the SAIS will be limited to 50 questions per User in each Contract Year. If the Customer's use of the SAIS in any Contract Year exceeds this limit, the access to SAIS will be suspended for the remainder of the Contract Year, unless the Customer purchases additional credits to use the SAIS.

c. Skillcast may update, change, discontinue or otherwise alter SAIS in its sole discretion from time to time.

d. AI-Generated Output or “**AIGO**” means any response, data, information, content, material, analysis, report and other output, generated, produced or created by or through the use of SAIS, including but not limited to outputs based on or derived from Customer Data, online courses including the content and features in the Services, any third-party content or a combination thereof.

e. Skillcast does not monitor AIGO and makes no representation, warranty, accuracy, completeness or guarantee as to its suitability for meeting the Customer's legal, professional, regulatory obligations or expectations.

f. The Customer recognises and acknowledges that AIGO may contain errors, inaccuracies, mistakes, biases, inconsistencies, misinterpretations or other defects.

g. The Customer is solely responsible for the preparation, content and accuracy of Customer Data used by AIGO and any output prepared or decision resulting from its use of SAIS.

3. Licence to Use the Service

3.1. Subject to the terms and conditions contained in the Agreement, Skillcast hereby grants and the Customer accepts, with effect from the License Start Date and for the duration of the Term, a limited, non-exclusive and (subject to clause 3.6) non-transferable licence to access the Service (including the content and features contained therein) by the number of Users specified in the Subscription Plan solely for the Customer's internal business purposes. Anything not detailed in the Customer's Subscription Plan, Service Specific Terms, and/or Order Form are out of scope and subject to additional charges, at Skillcast's then current rates, if requested.

3.2. The Service the Customer receives will be limited to those detailed in the Subscription Plan; in respect to the specific Plan Level, the Service and number of Users the Customer has subscribed to; and, as further described in any Service Specific Terms. The Customer confirms it has

read and understood any and all limitations in the specific Subscription Plan and/or Service Specific Terms. Any Service that is not detailed in the Subscription Plan, relevant Service Specific Terms, or Order Form are out of scope and subject to additional charges if requested.

3.3. If the Customer's use of the Service in any Contract Year exceeds any limits detailed in its Subscription Plan, Skillcast will notify the Customer and shall be entitled to invoice for additional Fees to account for such additional use of the Service in respect of that Contract Year. Unless otherwise agreed in writing, at the start of the next Contract Year, the Service will revert to the limits agreed in the Subscription Plan. If at any time it becomes apparent to Skillcast that the Customer has underpaid Fees for the Service, all Fees applicable to the Customer's actual historical use of the Service will be immediately payable to cover any shortfall. Skillcast may audit the Customer's use of the Service at any time to ensure compliance with this Agreement.

3.4. Any User assigned with access to the Service may be replaced by another User during the applicable Contract Year only if that User has not accessed the Service during that Contract Year.

3.5. For the avoidance of doubt, the Customer shall not be entitled to reduce the Subscription Plan at any time during the Contract Year.

3.6. The Customer may permit its Affiliates to use and access the Service solely for the internal business purposes of the Customer and/or the Customer's Affiliates provided that:

- i. The Customer remains responsible for the acts and omissions of its Affiliates as if they were acts and omissions of the Customer; and
- ii. such Customer Affiliates usage will count towards the number of Users. For the avoidance of doubt, when a corporation, company or entity ceases to be a Customer Affiliate all rights of that corporation, company or entity to use and access the Service immediately ceases.

3.7. the Customer shall (and shall ensure its users shall):

- a. use the Service only in accordance with this Agreement;

- b. keep all passwords for use of the Service confidential and secure;
- c. comply with all applicable laws and regulations with respect to its usage of the Service;
- d. carry out all other Customer responsibilities set out in this Agreement, in a timely and efficient manner;
- e. ensure that its network and systems comply with the relevant specifications provided by Skillcast from time to time (including the Minimum Specification);
- f. be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Skillcast's (or its third-party hosting provider's) data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

3.8. the Customer is responsible for the breach of this Agreement by any User. To the extent permissible by law, Skillcast will not be liable for any loss that the Customer, a User or any third party may incur as a result of any use or misuse of any username or password or any part of the Service, whether with or without the Customer's knowledge.

3.9. the Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and, in the event the Customer becomes aware of any such unauthorised access or use, promptly notify Skillcast.

4. Acceptable Use

4.1 The Customer shall not upload, publish, access, store, distribute or transmit any material during the course of its use of the Service that:

- a. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- b. facilitates illegal activity;
- c. depicts sexually explicit images;
- d. promotes unlawful violence;

- e. discriminatory; or
- f. is otherwise illegal or causes damage or injury to any person or property, and Skillcast reserves the right, without liability or prejudice to its other rights, to disable the Customer's access to the Service if Skillcast reasonably believes that the Customer is in breach of this Clause.

4.2 The Customer shall not except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

- a. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service in any form or media or by any means; or
- b. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service; or
- c. access all or any part of the Service in order to build a product or service which competes with the Service; or
- d. use the Service to provide services to third parties; or
- e. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service available to any third party except its authorised users, or
- f. attempt to obtain, or assist third parties in obtaining, access to the Service, other than as provided under Clause 3;
- g. introduce or permit the introduction of, any Virus or Vulnerability into Skillcast's (or its subcontractors) network and information systems;
- h. remove, delete, alter or obscure any trademarks, warranties or disclaimers, or any copyright, trademark, or other intellectual property rights notices from the Service; or
- i. misrepresent, or in any other way falsely identify, the Customer's identity or affiliation.

4.3 the Customer will not use the Service in any manner that is intended to avoid incurring the additional fees due to Skillcast. The Customer shall not create multiple Users to simulate or act as a single User. User accounts cannot be shared or used by more than one User, except that User accounts may be reassigned to new Users replacing former Users, provided that former User never accessed the Service during the

applicable Contract Year. The Customer is responsible for all activity occurring under it and its Users accounts and logins.

5. Service Levels

5.1 Skillcast will provide the Service in accordance with the Service Level Commitment.

5.2 If Skillcast fails to provide the Service in accordance with the availability service level set out in the Service Level Commitment (an “Incident”) during any calendar month, the Customer is entitled to a credit as per the amounts set out in the Service Level Commitment (the “Service Credit”). The Customer must, within 30 days of the end of the month in which the Incident occurred, provide a written request to Skillcast explaining the Incident and setting out the amount of any Service Credit claimed (“Service Credit Notice”). Skillcast will verify the Incident reported in the Service Credit Notice and calculate the Service Credits due to the Customer within 30 days from receipt of the applicable Service Credit Notice.

5.3 All calculations and applicable Service Credits shall be based on Skillcast’s records and data.

5.4 Skillcast will apply Service Credits against the Customer’s current or future invoices and the Service Credits will be generated within 30 days of receipt of the verified Service Credit Notice. In the event there are no current invoices, and no future invoices are reasonably anticipated, the Service Credit will be issued as a cash refund.

5.5 Service Credits are the Customer’s sole and exclusive remedy for Skillcast’s failure to provide the Service in accordance with the availability service level set out in the Service Level Commitment.

6. Warranties & Disclaimers

6.1. Skillcast warrants that:

- a. it will exercise due skill, care and diligence in the execution of this Agreement;

- b. it has obtained all third-party consents, permissions and licences necessary to enable it to execute this Agreement;
- c. the use or possession by the Customer of the Service shall not subject the Customer to any claim for infringement of any Intellectual Property Rights of any third party; and
- d. it will use its best endeavours to ensure that the Service is free from harmful components and do not introduce to the Customer's systems any computer virus, Trojan horse or similar destructive, disruptive or nuisance programme.

6.2. The Service is provided 'as is' and Skillcast makes no representation, warranty or guarantee as to the suitability of the Service for meeting the Customer's legal or regulatory obligations or the Customer's expectations. The Customer bears the sole responsibility to check the Service and make any modifications to any online courses required to ensure that the Service is fit for the Customer's particular purpose. Any modifications to any online courses carried out by Skillcast shall be subject to separate terms and conditions.

6.3. Save as otherwise expressly set out herein, to the maximum extent permitted by applicable law, Skillcast makes no representations, warranties or conditions, whether express, implied, statutory or otherwise, including, without limitation, warranties or conditions of merchantability, fitness for a particular purpose, no encumbrances, no liens and non-infringement of third-party rights.

6.4. The Customer warrants that it will:

- a. direct its Users to address their questions to the Customer's Users' administrators or the Customer help desk, who will use their best endeavours to resolve Users' queries, and, if unable to do so, will direct them to Skillcast in accordance with the Service Level Commitment; and
- b. not permit its Users or administrators to upload to the Service any material that is obscene, blasphemous or defamatory, violates any third-party Intellectual Property Right, duty of confidence or right to privacy, or the Official Secrets Acts, or is otherwise unlawful.

7. Charges & Payment

7.1. The Customer shall provide Skillcast with relevant valid, up-to-date and complete contact and billing details and payment method to process any payments along with the Order Form.

7.2. By submitting credit or debit card payment information, the Customer automatically authorises Skillcast (without any further reference to the Customer) to charge to such payment instrument all Fees immediately as they are incurred through the Customer's use of the Service for the duration of the Term.

7.3. At the start of each Renewal Term, the Fees payable may be amended in accordance with Clause 14.2.

7.4. Skillcast shall invoice the Fees in accordance with the relevant Order Form.

7.5. Where payments are not made by credit or debit card (which will be charged in accordance with clause 7.2), the Customer shall pay each invoice submitted to it by Skillcast within 30 days of the date of invoice in full and cleared funds to a bank account nominated in writing by Skillcast from time to time.

7.6. If Skillcast has not received payment of any sum due under this Agreement within 30 days after the due date, and without prejudice to any other rights and remedies of Skillcast:

- a. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 2% over the then current base lending rate of Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment;
- b. the Customer shall reimburse Skillcast for all reasonable costs incurred by Skillcast in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and
- c. Skillcast may, if such failure continues for 5 Business Days following written notice thereof, suspend part or all of the Service until payment

has been made in full.

7.7. Unless otherwise agreed in the Order Form, all sums payable to Skillcast under this Agreement:

a. are exclusive of VAT, goods and service tax, sales tax or other consumption or similar taxes (“Indirect Taxes”). Skillcast may charge Indirect Taxes in addition to the Fees under the applicable Order Form, on condition that Skillcast’s invoice meets the requirements of a valid tax invoice for such Indirect Taxes after consideration of any applicable tax exemption certificate. The Customer is not responsible for any taxes based on Skillcast’s net income. If, at any time, the Customer claims that its purchase of a Service hereunder is exempt from any taxes, it shall be the Customer’s responsibility to provide Skillcast with the appropriate tax exemption certificate(s). In the absence of valid proof of exemption, Skillcast reserves the right to charge the Customer for, and the Customer agrees to pay, the applicable taxes;

b. are, unless otherwise expressly agreed in this Agreement, non-cancellable and non-refundable; and

c. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Intellectual Property Rights

8.1. Any and all of the Intellectual Property Rights, title and interest contained in the Service and any other documentation, specifications, manuals, source code and other ancillary matter in connection or subsisting with or in the Service are the exclusive property of Skillcast. The limited, non-exclusive and non-transferable license granted to the Customer by virtue of this Agreement shall not convey to the Customer any rights of ownership in or related to the Service. Skillcast alone shall own all rights, title and interest, including all related Intellectual Property Rights, in and to the Service including any modifications, derivative works, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the Customer or any other party in respect of the Service.

8.2. Nothing contained in clause 8.1 is intended or shall be construed as giving Skillcast any rights over e-learning modules developed by the Customer or procured by the Customer from third parties. Ownership of Intellectual Property Rights in any e-learning modules developed by Skillcast on behalf of the Customer shall be governed by the separate professional service terms and conditions.

8.3. Nothing in this Agreement conveys any rights of ownership to Skillcast in any Intellectual Property Rights of the Customer. Any Intellectual Property Rights of the Customer shall only be used by Skillcast for the purposes of providing the Services under this Agreement. The Customer grants Skillcast a non-exclusive license to create metadata in relation to the Customer Data or the Customer's usage of the Service provided that such metadata is anonymised ("Metadata"). Examples of Metadata include amount of uptime for the Service monthly/annually, number or type of system incidents encountered, trends in usage or popularity of certain features and functionality. For the avoidance of doubt, Skillcast shall own all right, title and interest in such Metadata.

8.4. Both parties retain all rights to their respective names, logos, and trademarks provided for the purpose of executing this Agreement.

9. Confidentiality

9.1. Confidential Information means all confidential information (however recorded or preserved) disclosed in connection with this Agreement by a party or its Representatives to the other party and that party's Representatives on or after the date of this Agreement, including:

- a. this Agreement;
- b. any information that would be regarded as confidential by a reasonable businessperson relating to:
 - i. the business, assets, affairs, customers, clients, suppliers, of the disclosing party (or any Affiliate of the disclosing party); and
 - ii. the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or any Affiliate of the disclosing party);
- c. any information developed by the parties in the course of carrying out this Agreement, and the parties agree that details of the Service, and the results of any performance, security,

penetration, vulnerability or other logical, analytical, data or information gathering tests carried out on the Service, shall constitute Skillcast's Confidential Information.

9.2. The provisions of this Clause shall not apply to any Confidential Information that:

- a. is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this Clause);
- b. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- c. was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- d. the parties agree in writing is not confidential or may be disclosed; or
- e. is developed by or for the receiving party independently of the information disclosed by the disclosing party.

9.3. Each party shall keep the other party's Confidential Information secret and confidential and shall not:

a. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement; or

b. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 9.

9.4. A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information, provided that:

- a. it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- b. at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this Clause 9.

9.5. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any

governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 9.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

9.6. On termination of this Agreement, each party shall:

- a. destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
- b. erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
- c. upon request, certify in writing to the other party that it has complied with the requirements of this Clause.

9.7. No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party, except as required by law, any governmental or regulatory authority, any court or other authority of competent jurisdiction.

9.8. Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

9.9. The above provisions of this clause 9 shall continue to apply for 6 years after termination of this Agreement.

10. Data Protection

10.1. Both parties shall comply with EU/UK Data Protection Law.

10.2. If Skillcast processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that Customer shall be the data controller and Skillcast shall be a data processor, and that the Data Processing Addendum shall apply.

11. Indemnity

11.1. Subject to the procedure set out in Clause 11.3, the Customer shall defend, indemnify and hold harmless Skillcast and its subcontractors against any claim made against it by an unaffiliated third party or any legal action made against it in each case which arises out of or in connection with:

- a. The Customer's breach of Clause 4; or
- b. Customer Data and/or Customer Materials when used in accordance with this Agreement, directly infringes a third party's Intellectual Property Rights.

11.2. Subject to the procedure set out in Clause 11.3, Skillcast shall defend, indemnify and hold harmless the Customer against any claim made against it by an unaffiliated third-party that the Service when used in accordance with this Agreement, directly infringes a third party's Intellectual Property Rights.

11.3. Promptly after a party obtains knowledge of the existence or commencement of a claim or legal action for which it is entitled to be indemnified under Clause 11.1 or 11.2 (the "Indemnified Party"); the Indemnified Party will notify the other party (the "Indemnifying Party") of such claim or legal action in writing, provided, however, that any failure to give such notice promptly will not waive any rights of the Indemnified Party except to the extent that the rights of the Indemnifying Party are actually prejudiced or liability increased thereby. The Indemnifying Party will have exclusive control of the defence and settlement of such claim or legal action; provided, however, that the Indemnified Party may join in the defence and settlement of such claim or legal action and employ counsel at its own expense and will reasonably cooperate with the Indemnifying Party in the defence and settlement of such claim or legal action. The Indemnifying Party may settle any claim or legal action without the Indemnified Party's written consent unless such settlement:

- a. does not include a release of all covered claims pending against the Indemnified Party;
- b. contains an admission of liability or wrongdoing by the Indemnified Party; or

c. imposes any obligations upon the Indemnified Party other than an obligation to cease using any infringing items.

11.4. In the event that Skillcast, in its sole discretion, reasonably determines, that the Service (or any portion thereof) infringes, or may infringe, any third party Intellectual Property Rights, Skillcast may procure the right for the Customer to continue using the Service, replace or modify the Service so that they become non-infringing or, if such remedies are not reasonably available, terminate the applicable Service in whole or in part and give the Customer a refund for any unused, prepaid Fees for the infringing Service covering the remainder of the Term.

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

- a. a modification of the Service by anyone other than Skillcast; or
- b. the Customer's use of the Service in a manner contrary to the instructions given to the Customer by Skillcast;
- c. the combination of the Service, or any portion thereof, with any other third-party software, hardware, service, technology, content or material not provided by Skillcast if infringement would not occur without the combination, unless contemplated by this Agreement or the Documentation expressly authorizes a combination with that other third party software, hardware, services, technology, content or material;
- d. the Customer's use of other than the then most current version of the Service, on condition that the then-most current version was made available to the Customer, to the extent such infringement would have been prevented by the Customer's use of the then-most current version;
- e. the Customer's use of the Service after notice of the alleged or actual infringement from Skillcast or any appropriate authority; or
- f. any Service that Skillcast makes available for trial, testing or demonstration purposes or for which Skillcast does not receive a Fee.

11.6. The foregoing states that the Customer's sole and exclusive rights and remedies, and Skillcast's (including Skillcast's employees', agents' and sub-contractors') entire obligations and (subject to clause 12.3) liability, for infringement of any third-party Intellectual Property Rights.

12. Limitation of Liability

12.1. Notwithstanding any other provision herein, neither party excludes or limits its liability for death or personal injury caused by its negligence, or for fraud, or breach of Intellectual Property Rights, or (in respect of the Customer) failure to comply with its payment obligations, or in respect of any other liability that by law cannot be excluded or restricted.

12.2. Subject to clauses 12.1 and 12.5 and excluding liability arising under those indemnities which are covered by the caps in clauses 12.3 and 12.4 below, each party's total aggregate liability to the other party in respect of all losses, liabilities or damages suffered or incurred by the other party under, or in connection with, this Agreement (and whether the liability arises because of a breach of contract, negligence or for any other reason) shall not exceed an amount equal to the Fees paid or payable in the Contract Year in which the claim (or a series of connected claims) arose.

12.3. Subject to clauses 12.1 and 12.5, Skillcast's total aggregate liability to the Customer under the indemnities granted in clause 11 and the DPA shall not exceed 1 million GBP.

12.4. Subject to clauses 12.1 and 12.5, the Customer's total aggregate liability to Skillcast under the indemnities granted in clause 11 shall not exceed an amount equal to 300% of the Fees paid or payable in the Contract Year in which the claim (or a series of connected claims) arose.

12.5. Subject to clause 12.1, under no circumstances will either party be liable to the other party for lost profits, data, business, revenue, goodwill or anticipated savings, or regulatory or legal fines, or any indirect, incidental, special, punitive, exemplary or consequential damages or losses of any kind, howsoever caused.

13. Suspension of Service

13.1. Skillcast may suspend the Service (in whole or in part) without liability if:

- a. Skillcast reasonably believes that the Service being used in breach of this Agreement and the Customer does not remedy the failure within fourteen days of Skillcast's written notice to the Customer describing the breach;
- b. there is an attack on the Service, or the Service is accessed by or manipulated by a third party without Skillcast's consent;
- c. Skillcast is required by law to suspend the Service or the Customer's access to the Service; or
- d. there is another event for which Skillcast reasonably believe that suspension of the Service is necessary to protect its or any other party's network, system, the Service or other customers.

13.2. Skillcast will use reasonable endeavours to give the Customer advance notice of a suspension under this Clause 13 unless Skillcast determines in its reasonable commercial judgement that an immediate suspension is necessary to protect Skillcast or its customers from imminent and significant operational or security risk.

13.3. For the avoidance of doubt, any suspension of the Service, shall not suspend the Customer's obligation to pay any Fees.

14. Term & Termination

14.1. This Agreement shall, , continue through the Initial Term and thereafter, this Agreement shall be automatically renewed for successive rolling periods of 12 months (each a "Renewal Term"), unless either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Term or Renewal Term (as applicable), in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Term.

14.2. At the start of each Renewal Term the Fees payable may be increased over the Fees charged in the previous Contract Year (for like for like services). Skillcast will limit this increase to no more than 10% and shall

serve a minimum of 60 days' notice. The Customer may terminate this Agreement at the end of the then-current Initial Term or Renewal Term in accordance with clause 14.1. If the Customer does not serve notice of termination, the Agreement shall automatically renew, and the Fees shall, where applicable, be revised accordingly.

14.3. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- a. the other party commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- b. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ("IA 1986") as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- c. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into, any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- d. the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- e. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- f. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

- g. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- h. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.3(b) to (g) (inclusive);

14.4. Without affecting any other rights that it may be entitled to, Skillcast may terminate this Agreement for breach if:

- a. payment of any invoiced amount (except to the extent such invoice is disputed in good faith) or Fee payable is overdue and following notification to the Customer, the Customer does not pay the overdue amount within ten Business Days of a written notice from Skillcast;
- b. the Customer breaches Clause 4.

14.5. On termination of this Agreement for any reason:

- a. all rights and licences granted under this Agreement shall immediately terminate;
- b. Skillcast shall continue to provide the Customer with limited access to download any Customer Data for 30 days after the effective date of the termination of this Agreement after which Skillcast shall destroy or otherwise dispose of any Customer Data in its possession unless Skillcast receives, during the 30 days, a written request for an extension to the limited access, which Skillcast may grant solely at its discretion;
- c. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

14.6. If this Agreement is terminated before the end of the Term, other than for material breach by Skillcast under Clause 14.3, all Fees payable up to the end of the Term and all other fees due and payable to Skillcast under this Agreement shall be immediately due and payable to Skillcast.

14.7. Clauses concerning the parties' rights and obligations that by the content of the section operate after termination or that are necessary to enforce any right will survive termination of this Agreement.

15. General Provisions

15.1. Force Majeure: Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the same if such delay or failure result from a Force Majeure Event. Skillcast shall notify the Customer of such an event and its expected duration as soon as possible. The time for performance of such obligations shall be extended accordingly.

15.2. Conflict: In the event of any conflict or inconsistency between the documents that make up this Agreement, the documents will control and govern, to the extent necessary to resolve the conflict or inconsistency, in the following order: the Order Form, the Service Specific Terms (but only as applicable for the relevant Service which is subject to those terms), these Terms of Service and the Service Level Commitment. In the event of any conflict or inconsistency between the Data Processing Addendum and the other documents that make up this Agreement, the Data Processing Addendum prevails except where the other documents that make up this Agreement expressly states an intention to override a specific section of the Data Processing Addendum.

15.3 Variation: No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives) PROVIDED THAT Skillcast may, acting reasonably, unilaterally amend the Agreement provided such amendments do not diminish the Customer's entitlements under the Agreement or the Services.

15.4. Waiver: A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy.

15.5. Rights and Remedies: Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15.6 Severance: If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this Clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.7. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this Clause shall limit or exclude any liability for fraud.

15.8. Purchase Orders: Any inconsistent or additional terms of the Customer's purchase order or similar document are excluded regardless of Skillcast accepting the purchase order or other Customer documents for payment purposes. In addition, nothing contained in any clickwrap agreement, other document or instrument issued by the Customer will in any way modify or add any additional terms or conditions to this Agreement, and any modified or additional terms or conditions are expressly rejected and excluded from this Agreement.

15.9. Assignment: the Customer shall not, without the prior written consent of Skillcast, assign, transfer, or sub-contract its rights or obligations under this Agreement, except to a successor following a business reorganisation, merger or acquisition. Skillcast may, at any time, and without requiring the Customer's consent, assign, transfer, or sub-contract its rights or obligations under this Agreement to any Skillcast Affiliate or successor following a business reorganisation, sale of assets, merger or acquisition.

15.10. No Partnership or Agency: Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise

either party to act as agent for the other, and neither party shall have the authority to act in the name, or on behalf of, or otherwise to bind the other, in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

15.11. Third Party Rights: This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

15.12. Export: The parties shall comply with all applicable export and import control laws and regulations. The Customer shall not directly or indirectly, export, re-export, transfer, re-transfer, sell, supply, or permit access to, or use of, the Service to, in, by, or for sanctioned, embargoed, or prohibited countries, persons, or end uses under applicable export law (collectively, "Prohibited Uses"). Upon learning that any part of the Service was diverted contrary to the obligations in this Clause, the Customer will immediately notify Skillcast.

15.13. Applicable Laws: Without limiting Clause 15.12, both parties shall comply with all applicable laws in connection with their performance under this Agreement (for the avoidance of doubt, the Customer is solely responsible for ensuring that the Customer's use of the Service complies with any legal or regulatory requirements and is not fraudulent. Each party will notify the other promptly of any breaches in relation to the Service, provided that the party is legally able to give such notice. The Customer represents and warrants that it is responsible for obtaining any applicable consents from Users in respect to the Service or the Users' use of them, as required by applicable law.

15.14. Counterparts: This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

15.15 Notices: Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post, or recorded delivery post, or by email to support@skillcast.com in

the case of Skillcast and the email address of the contract signatory or any Customer administrator in the case of Customer. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of the post. A notice sent by email shall be deemed to have been received at 9 am on the first Business Day following delivery. Where Skillcast is required under this Agreement to give the Customer any notice in writing, Skillcast may give this notice by letter or email.

15.16. Interpretation: Cross references to “Clauses” shall, unless otherwise stated, apply to clauses within these Terms of Service. Words importing the singular include the plural, words importing any gender include every gender and words importing persons include entities, corporate and otherwise; and (in each case) vice versa. The section headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement and shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision. Whenever the terms “including” or “include” are used in this Agreement in connection with a single item or a list of items within a particular classification (whether or not the term is followed by the phrase “but not limited to” or words of similar effect) that reference shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on, or an exclusive enumeration of the items within such classification.

15.17. Governing Law: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

15.18. Jurisdiction: Subject to Clause 15.19, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

15.19. Equitable Relief: Notwithstanding anything to the contrary in this Agreement:

- a. either Party may at any time seek equitable relief (without the necessity of posting a bond), including, without limitation, temporary injunctive relief, in any court of competent jurisdiction; and
- b. Skillcast, at its option, may pursue any and all remedies available at law and in equity in any court of competent jurisdiction with respect to any claim against the Customer for non-payment under this Agreement.

15.20. Trials: All trials or testing of our Services are subject to this Agreement and shall be for no more than 30 days. Access to the Services for trials may only be used for evaluation purposes. Unless agreed otherwise in writing, any data entered into the Services, and any customizations made to the Services, during any free trial may be deleted at the end of the trial.

15.21. Disputes: If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it, either Party shall give to the other written notice of the dispute setting out its nature together with relevant supporting documents and both Parties shall attempt in good faith to resolve the dispute within 30 days. If the dispute is not resolved, the Parties agree to enter into mediation and no Party may commence any court or arbitration proceedings until it has attempted to settle the dispute by mediation.

SERVICE SPECIFIC TERMS

1. Course Library

The terms in this Schedule apply to the provision of any standalone Course or Course Library (together "Courses") on the Skillcast Portal Learning Management System (LMS) or a third-party SCORM-compliant Learning Management Systems (3rd Party LMS).

1.1. Course means any readymade e-learning content module of any length offered by Skillcast for delivery using the LMS feature of the Skillcast Portal.

1.2. Course Library means a collection of Courses, currently Essentials, FCA Compliance, Insurance Compliance, Risk Management, Global Compliance, Global Risk and, Compliance Bites, DORA, Preventing Sexual Harassment, Failure to Prevent Fraud, Cybersecurity, Health & Safety and other Courses as updated from time to time on the [Skillcast website](#).

1.3. The Fees charged for the Course Library Service are based on the greater of:

- i. the number of Users set out in the Customer's Subscription Plan; or
- ii. the number of Active Users, which for the purpose of this Schedule, means Users who have accessed the relevant Courses within the applicable Contract Year.

1.4. The number of Active Users resets to zero at the start of each applicable Contract Year and increases as more Users access the Courses. The number of Active Users will not decrease during the applicable Contract Year, even if Users are archived or otherwise stop accessing the Courses. If the number of Active Users for a Content Library Service exceeds the number of Users that the Customer has been invoiced for in a Subscription Plan, Skillcast shall be entitled to immediately invoice the Customer in full for the additional Active Users for the full Contract Year in which that overage occurred in accordance with the Fee per User for the Course Library Service stated in the Subscription Plan in force at the start of the applicable Contract Year.

1.5. Skillcast makes no representation, warranty or guarantees as to the suitability of the Courses for meeting the Customer's expectations, requirements, legal or regulatory obligations. The Customer is solely

responsible for reviewing the Courses to ensure they are fit for purpose before delivering them to Users.

1.6. Skillcast shall take reasonable steps to ensure the material accuracy and completeness of the original version of the Courses it maintains and update them from time to time to reflect any material changes in legislation or regulations.

1.7. Customers with Ecommerce Plan can only access Skillcast's original versions of the Courses and cannot make copies or modify the Courses.

1.8. Customers with Standard, Enhanced or Premium Plans can (i) use Skillcast's original versions, which cannot be edited by the Customer and are updated from time to time by Skillcast, or (ii) make copies of Skillcast's original versions of the Courses, which can be edited by the Customer (here in referred to as 'Editable versions') by amending the text and replacing the images in the Courses before providing them to Users. Skillcast will provide Product Documentation and online training in each Contract Year on editing Courses if requested. In the event that the Customer requires assistance from Skillcast to edit e-learning modules, this will be subject to a separate agreement and additional charges will apply. Any further updates made to the Skillcast's original versions of the Courses by Skillcast will not be reflected in the Editable versions made by the Customer. The Customer is solely responsible for transferring such updates from Skillcast's original versions of the relevant Courses to their Editable versions from time to time.

1.9. In the event that the Customer chooses not to renew the Course Library Service, Skillcast will delete all Courses customised by the Customer 30 days after the end of the applicable Term.

1.10. Customers with Enhanced or Premium Plans shall have access to the FastTrack versions of the Courses where available.

1.11 Customers who choose to deliver the Courses from a 3rd party LMS can select the Remote Lite, Remote Regular or Remote Max Plans. Where the Customer does not choose one of these plans, the Remote Lite Plan shall apply. The provision of the Courses on the 3rd party LMS shall be governed by Section 11 which is the Skillcast Remote Services (SRS) of the Service Specific terms.

2. Learning Management System (LMS)

The terms in this Schedule apply to the provision of the LMS feature on the Skillcast Portal.

2.1. LMS means the feature on the Skillcast Portal for building, hosting, delivering, tracking and managing e-learning modules.

2.2. The Fees charged for the LMS Service are based on the greater of:
i. the number of Users set out in the Customer's Subscription Plan; or
ii. the number of Active Users, which for the purpose of this Schedule, means Users who have accessed the LMS within the applicable Contract Year. The number of Users in respect of any Renewal Term will be as described in the Terms of Service.

2.3. The number of Active Users resets to zero at the start of each applicable Contract Year and increases as more Users access the LMS. The number of Active Users will not decrease during the applicable Contract Year, even if Users are archived or otherwise stop accessing the LMS. If the number of Active Users for the LMS Service exceeds the number of Users that the Customer has been invoiced for in a Subscription Plan, Skillcast shall be entitled to immediately invoice the Customer for the additional Active Users for the full Contract Year in which that overage occurred in accordance with the Fee per User for the LMS stated in the Subscription Plan in force at the start of the applicable Contract Year.

2.4. Skillcast shall provide access to Product Documentation for the operation of the LMS to all Users and Customer administrators that is appropriate for their Subscription Plan.

2.5. Skillcast shall designate a Customer Success Manager to all Customers with Standard, Enhanced or Premium Plan to train and support the Customer's administrators in all aspects of the LMS set-up and administration, including portal configuration, user management, e-learning assignments, email communications and management information, but excluding creating or editing e-learning modules, which are covered under Course Library Services or otherwise under separate agreement.

2.6. In addition to any Courses from the Skillcast Course Libraries:

- i. Customers with a Standard Plan or an Enhanced Plan may upload and deliver to the Users on the LMS up to 50 SCORM-compliant third-party e-learning modules in any Contract Year.
- ii. Customers with a Premium Plan may upload and deliver to the Users on the LMS up to 100 SCORM-compliant third-party e-learning modules in any Contract Year.

Skillcast shall provide the Product Documentation and online training on uploading third-party e-learning modules. Customers shall be responsible for ensuring the third-party e-learning modules are SCORM compatible by testing them on the SCORM Cloud website. Additional charges may apply if the Customer requires assistance from Skillcast to test or upload the third-party e-learning modules.

2.7. Customers with a **Standard, Enhanced or Premium** Plan shall be entitled to create modules using the course authoring functionality on the LMS and deliver the e-learning modules to their Users during the respective Contract Year. Skillcast shall provide the Product Documentation and online training on developing e-learning modules on the LMS. If the Customer requires assistance from Skillcast to develop e-learning modules, this will be subject to a separate agreement, and additional charges will apply.

2.8. In the event that the Customer chooses not to renew the LMS Service:

- i. Access to the LMS Service shall terminate at the end of the applicable Term.
- ii. It is the Customer's responsibility to download all content and User records following the termination of the LMS Service prior to the end of the applicable Term. Where requested by the Customer, in advance, and agreed by Skillcast in writing, Skillcast will provide access to the Customer's administrators to download all User records and information uploaded by the Customer on the LMS for up to 30 days after the end of the applicable Term.
- iii. After this period, Skillcast will permanently delete all e-learning modules, content (courses, policies, surveys, as applicable) and User records on the LMS.

2.9. Customers with an Enhanced or a Premium Plan shall have the ability to implement Diagnostic Assignments to automatically assign training to users based on their performance on an online assessment. The creation, setup and delivery of the assessments may incur a one-time professional services charge.

2.10. Customers with an Enhanced or Premium Plan shall have the ability to implement Question of the Day, which sends questions from one or more question banks to Users.

2.11. Customers with an Enhanced or Premium Plan shall have the ability to obtain and insert direct links to courses, policies and other activities on the portal on their intranet, documents and messages to implement Embedded Compliance.

3. Policy Hub

The terms in this Schedule apply to the provision of the Policy Hub feature on the Skillcast Portal.

3.1. Policy Hub means the feature on the Skillcast Portal for delivering, tracking and managing Policies and obtaining attestations from Users.

3.2. This feature can be included only with Standard, Enhanced and Premium Plans.

3.3. Policy means any document or content item provided on the Policy Hub.

3.4. The Fees charged for the Policy Hub Service are based on the greater of:

- i. the number of Users set out in the Customer's Subscription Plan; or
- ii. the number of Active Users, which for the purpose of this Schedule, means Users who have accessed any Policy within the applicable Contract Year. The number of Users in respect of any Renewal Term will be as described in the Terms of Service.

3.5. The number of Active Users resets to zero at the start of each

applicable Contract Year and increases as more Users access the Policies. The number of Active Users will not decrease during the applicable Contract Year, even if Users are archived or otherwise stop accessing the Policy Hub Service. If the number of Active Users for the Policy Hub Service exceeds the number of Users that the Customer has been invoiced for in a Subscription Plan, Skillcast shall be entitled to immediately invoice the Customer for the additional Active Users for the full Contract Year in which that overage occurred in accordance with the Fee per User for Policy Hub stated in the Subscription Plan in force at the start of the applicable Contract Year.

3.6. Skillcast shall provide access to Product Documentation for the operation of the Policy Hub to all Users and Customer administrators.

3.7. Skillcast shall designate a Customer Success Manager to all Customers to train and support the Customer's administrators in all aspects of the Policy Hub set-up and administration, including bulk Policy uploads, user management, Policy assignments, email communications and management information.

3.8. Customers with a Standard and Enhanced Plan shall be entitled to host and deliver up to 100 Policies during each Contract Year. Customers with a Premium Plan shall be entitled to host and deliver up to 200 Policies during each Contract Year. Skillcast shall provide the Product Documentation and online training on uploading the Policies. Additional charges will apply if the Customer requires assistance from Skillcast to upload the Policies.

3.9. In the event that the Customer chooses not to renew the Policy Hub Service:

i. Access to the Policy Hub Service shall terminate at the end of the applicable Term.

ii. It is the Customer's responsibility to download all content and User records following the termination of the Policy Hub Service prior to the end of the applicable Term. Where requested by the Customer, in advance, and agreed by Skillcast in writing, Skillcast will provide access to the Customer's administrators to download all User records and information uploaded by the Customer on the Policy Hub Service for up to 30 days after

the end of the applicable Term.

iii. After this period, Skillcast will permanently delete all e-learning modules, content (courses, policies, surveys, as applicable) and User records on the Policy Hub Service.

4. Survey Tool

The terms in this Schedule apply to the provision of the Survey Tool feature on the Skillcast Portal.

4.1. Survey Tool means the feature on the Skillcast Portal for building, hosting, delivering, tracking and managing Surveys.

4.2. This feature can be included only with Standard, Enhanced and Premium Plans.

4.3. Survey means any online survey built and delivered on the Survey Tool.

4.4. The Fees charged for the Survey Tool Service are based on the greater of:

- i. the number of Users set out in the Customer's Subscription Plan; or
- ii. the number of Active Users, which for the purpose of this Schedule, means Users who have accessed any Policy within the applicable Contract Year. The number of Users in respect of any Renewal Term will be as described in the Terms of Service.

4.5. The number of Active Users resets to zero at the start of each applicable Contract Year and increases as more Users access the Surveys. The number of Active Users will not decrease during the applicable Contract Year, even if Users are archived or otherwise stop accessing the Survey Tool Service. If the number of Active Users for the Survey Tool Service exceeds the number of Users that the Customer has been invoiced for in a Subscription Plan, Skillcast shall be entitled to immediately invoice the Customer for the additional Active Users for the full Contract Year in which that overage occurred in accordance with the Fee per User stated for the Survey Tool in the Subscription Plan in force at the start of the applicable Contract Year.

4.6. Skillcast shall provide access to Product Documentation for the operation of the Survey Tool to all Users and Customer administrators.

4.7. Skillcast shall designate a Customer Success Manager to all Customers to train and support the Customer's administrators in all aspects of the Survey Tool set-up and administration, including user management, Survey assignments, email communications and management information, but excluding creating or editing Surveys.

4.8. Customers shall have access to all readymade Surveys provided by Skillcast on the Skillcast Portal. Skillcast shall provide the Product Documentation and online training on editing text and images in the Surveys on the Skillcast Portal. Customers should be aware that editing the workflow logic in Surveys may need an experienced developer. Additional charges will apply if the Customer requires assistance from Skillcast to edit the Surveys.

4.9. If the Customer wishes to develop a custom Survey that is not included in the readymade Surveys provided by Skillcast, they will need to retain Skillcast for the development work under a separate agreement, and additional charges will apply.

4.10. In the event that the Customer chooses not to renew the Survey Tool Service:

i. Access to the Survey Tool Service shall terminate at the end of the applicable Term.

ii. It is the Customer's responsibility to download all content and User records following the termination of the Survey Tool Service prior to the end of the applicable Term. Where requested by the Customer, in advance, and agreed by Skillcast in writing, Skillcast will provide access to the Customer's administrators to download all User records and information uploaded by the Customer on the Survey Tool Service for up to 30 days after the end of the applicable Term.

iii. After this period, Skillcast will permanently delete all e-learning modules, content (courses, policies, surveys, as applicable) and User records on the Survey Tool Service.

5. Declaration Tool

The terms in this Schedule apply to the provision of the Declaration Tool feature on the Skillcast Portal.

5.1. Declaration Tool means the feature on the Skillcast Portal for building, hosting, delivering, tracking and managing Declarations.

5.2. This feature can be included only with Standard, Enhanced and Premium Plans.

5.3. Declaration means any online declaration or disclosure built and delivered on the Declaration Tool.

5.4. The Fees charged for the Declaration Tool Service are based on the greater of

- i. the number of Users set out in the Customer's Subscription Plan; or
- ii. the number of Active Users, which for the purpose of this Schedule, means Users who have accessed any Declaration within the applicable Contract Year. The number of Users in respect of any Renewal Term will be as described in the Terms of Service.

5.5. The number of Active Users resets to zero at the start of each applicable Contract Year and increases as more Users access the Declaration Tool Service. The number of Active Users will not decrease during the applicable Contract Year, even if Users are archived or otherwise stop accessing the Declaration Tool Service. If the number of Active Users for the Declaration Tool Service exceeds the number of Users that the Customer has been invoiced for in a Subscription Plan, Skillcast shall be entitled to immediately invoice the Customer for the additional Active Users for the full Contract Year in which that overage occurred in accordance with the Fee per User stated for the Declaration Tool in the Subscription Plan in force at the start of the applicable Contract Year.

5.6. Skillcast shall provide access to Product Documentation for the operation of the Declaration Tool to all Users and Customer administrators.

5.7. Skillcast shall designate a Customer Success Manager to all Customers to train and support the Customer administrators in all aspects of the Declaration Tool set-up and administration, including user

management, Declaration assignments, email communications and management information.

5.8. Customers shall have access to all readymade Declarations provided by Skillcast on the Skillcast Portal. Skillcast shall provide the Product Documentation and online training on editing text and images in the Declarations on the Skillcast Portal. Customers should be aware that editing the workflow logic in Declarations may need an experienced developer. Additional charges will apply if the Customer requires assistance from Skillcast to edit the Declarations.

5.9. If the Customer wishes to develop a custom Declaration that is not included in the readymade Declarations provided by Skillcast, they will need to retain Skillcast for the development work under a separate agreement, and additional charges will apply.

5.10. In the event that the Customer chooses not to renew the Declaration Tool Service:

i. Access to the Declaration Tool Service shall terminate at the end of the applicable Term.

ii. It is the Customer's responsibility to download all content and User records following the termination of the Declaration Tool Service prior to the end of the applicable Term. Where requested by the Customer, in advance, and agreed by Skillcast in writing, Skillcast will provide access to the Customer's administrators to download all User records and information uploaded by the Customer on the Declaration Tool Service for up to 30 days after the end of the applicable Term.

6. Registers

The terms in this Schedule apply to the provision of any Register on the Skillcast Portal.

6.1. The Register means any online register on the Skillcast Portal that provides form entry to Users and an approval or case management workflow to process the entries made by the Users.

6.2. This feature can be included only with Standard, Enhanced and Premium Plans.

6.3. The Fees charged for the Register Service are based on the greater of:

- i. the number of Users set out in the Customer's Subscription Plan; or
- ii. the number of Users who have access to the Register within the applicable Contract Year. The number of Users in respect of any Renewal Term will be as described in the Terms of Service.

6.4. The number of Active Users resets to zero at the start of each applicable Contract Year and increases as more Users access the Registers. The number of Active Users will not decrease during the applicable Contract Year, even if Users are archived or otherwise stop accessing the Registers. If the number of Active Users for the Registers Service exceeds the number of Users that the Customer has been invoiced for in a Subscription Plan, Skillcast shall be entitled to immediately invoice the Customer in full for the additional Active Users for the full Contract Year in which that overage occurred in accordance with the Fee per User for the Registers Service stated in the Subscription Plan in force at the start of the applicable Contract Year.

6.5. Skillcast shall provide access to Product Documentation for the operation of the Register to all Users and Customer administrators.

6.6. Skillcast shall designate a Customer Success Manager to all Customers to implement the standard Register set-up and to train and support the Customer administrators in all aspects of the Register administration. Additional charges will apply if the customer requires a non-standard Register set-up.

6.7. In the event that the Customer chooses not to renew its subscription to the Register:

- i. Access to the Register shall terminate at the end of the applicable Term.
- ii. It is the Customer's responsibility to download all content and User records following the termination of the Register, prior to the end of the applicable Term. Where requested by the Customer, in advance, and agreed by Skillcast in writing, Skillcast will provide access to the Customer's administrators to download all User records and information uploaded by the Customer on the Register for up to 30 days after the end of the applicable Term.

iii. After this period, Skillcast will permanently delete all e-learning modules, content (courses, policies, surveys, as applicable) and User records on the Register.

7. Training 360

The terms in this Schedule apply to the provision of the Training 360 feature on the Skillcast Portal.

7.1. Training 360 means an online register on the Skillcast Portal for recording and managing training activities conducted by Users and recording Continuing Professional Development (CPD) points.

7.2. This feature can be included only with Standard, Enhanced and Premium Plans.

7.3. The Fees charged for the Training 360 Service are based on the greater of:

- i. the number of Users set out in the Customer's Subscription Plan; or
- ii. the number of Users who have access to Training 360 within the applicable Contract Year. The number of Users in respect of any Renewal Term will be as described in the Terms of Service.

7.4. The number of Active Users resets to zero at the start of each applicable Contract Year and increases as more Users access the Training 360 Service. The number of Active Users will not decrease during the applicable Contract Year, even if Users are archived or otherwise stop accessing the Training 360 Service. If the number of Active Users for the Training 360 Service exceeds the number of Users that the Customer has been invoiced for in a Subscription Plan, Skillcast shall be entitled to immediately invoice the Customer in full for the additional Active Users for the full Contract Year in which that overage occurred in accordance with the Fee per User for the Training 360 Service stated in the Subscription Plan in force at the start of the applicable Contract Year.

7.5. Skillcast shall provide access to Product Documentation for the operation of Training 360 to all Users and Customer administrators.

7.6. Skillcast shall designate a Customer Success Manager to all Customers to implement the standard Training 360 set-up and to train and support the Customer administrators in all aspects of Training 360 and administration. Additional charges will apply if the Customer requires a non-standard Training 360 set-up.

7.7. In the event that the Customer chooses not to renew its subscription to Training 360:

i. Access to Training 360 shall terminate at the end of the applicable Term.

ii. It is the Customer's responsibility to download all content and User records following the termination of Training 360 prior to the end of the applicable Term. Where requested by the Customer, in advance, and agreed by Skillcast in writing, Skillcast will provide access to the Customer's administrators to download all User records and information uploaded by the Customer on Training 360 for up to 30 days after the end of the applicable Term.

iii. After this period, Skillcast will permanently delete all e-learning modules, content, courses, policies, surveys, (as applicable) and User records on Training 360.

8. Events Management System (EMS)

The terms in this Schedule apply to the provision of the EMS feature on the Skillcast Portal.

8.1. EMS means the feature on the Skillcast Portal for registering and managing delegates for internal corporate events.

8.2. This feature can be included only with Standard, Enhanced and Premium Plans.

8.3. The Fees charged for the EMS are based on the greater of:

i. the number of Users set out in the Customer's Subscription Plan; or

ii. the number of Users who have access to EMS within the applicable Contract Year. The number of Users in respect of any Renewal Term will be as described in the Terms of Service.

8.4. The number of Active Users resets to zero at the start of each applicable Contract Year and increases as more Users access the EMS. The number of Active Users will not decrease during the applicable Contract Year, even if Users are archived or otherwise stop accessing the EMS. If the number of Active Users for the EMS Service exceeds the number of Users that the Customer has been invoiced for in a Subscription Plan, Skillcast shall be entitled to immediately invoice the Customer in full for the additional Active Users for the full Contract Year in which that overage occurred in accordance with the Fee per User for the EMS Service stated in the Subscription Plan in force at the start of the applicable Contract Year.

8.5. Skillcast shall provide access to Product Documentation for the operation of the EMS to all Users and Customer administrators.

8.6. Skillcast shall designate a Customer Success Manager to all Customers to implement the standard EMS set-up and to train and support the Customer administrators in all aspects of the EMS set-up and administration. Customer administrators shall bear sole responsibility for adding, editing, maintaining and updating any individual events on the EMS. Additional charges will apply if the Customer requires a non-standard EMS set-up or assistance from Skillcast to add, edit, maintain or update any individual events on the EMS.

8.7. In the event that the Customer chooses not to renew its subscription to the EMS:

- i. Access to the EMS shall terminate at the end of the applicable Term.
- ii. It is the Customer's responsibility to download all content and User records following the termination of the EMS, prior to the end of the applicable Term. Where requested by the Customer, in advance, and agreed by Skillcast in writing, Skillcast will provide access to the Customer's administrators to download all User records and information uploaded by the Customer on the EMS for up to 30 days after the end of the applicable Term.
- iii. After this period, Skillcast will permanently delete all e-learning

modules, content, courses, policies, surveys, (as applicable) and User records on the EMS.

9. SMCR Core Registers

The terms in this Schedule apply to the use of the SMCR Core Registers feature on the Skillcast Portal.

9.1. SMCR Core Registers means a set of online registers for recording Senior Managers, Certification Persons and other Conduct Rule Staff and managing certain aspects of their compliance under the Financial Conduct Authority's SM&CR regime in the UK.

9.2. This feature can be included only with Standard, Enhanced and Premium Plans.

9.3. The Fees charged for the SMCR Core Registers are based on the greater of:

- i. the number of Users set out in the Customer's Subscription Plan; or
- ii. the number of Users who have access to SMCR Core Registers within the applicable Contract Year. The number of Users in respect of any Renewal Term will be as described in the Terms of Service.

9.4. The number of Active Users resets to zero at the start of each applicable Contract Year and increases as more Users access the SMCR Core Registers. The number of Active Users will not decrease during the applicable Contract Year, even if Users are archived or otherwise stop accessing the SMCR Core Registers. If the number of Active Users for the SMCR Core Registers Service exceeds the number of Users that the Customer has been invoiced for in a Subscription Plan, Skillcast shall be entitled to immediately invoice the Customer in full for the additional Active Users for the full Contract Year in which that overage occurred in accordance with the Fee per User for the SMCR Core Registers Service stated in the Subscription Plan in force at the start of the applicable Contract Year.

9.5. Skillcast shall provide access to Product Documentation for the operation of SMCR Core Registers to all Users and Customer administrators.

9.6. Skillcast shall designate a Customer Success Manager to all Customers to train and support the Customer administrators in all aspects of the SMCR Core Registers set-up and administration.

9.7. In the event that the Customer chooses not to renew its subscription to SMCR Core Registers:

- i. Access to SMCR Core Registers shall terminate at the end of the applicable Term.
- ii. It is the Customer's responsibility to download all content and User records following the termination of SMCR Core Registers prior to the end of the applicable Term. Where requested by the Customer, in advance, and agreed by Skillcast in writing, Skillcast will provide access to the Customer's administrators to download all User records and information uploaded by the Customer on the SMCR Core Registers for up to 30 days after the end of the applicable Term.
- iii. After this period, Skillcast will permanently delete all e-learning modules, content, courses, policies, surveys, (as applicable) and User records on the SMCR Core Registers.

10. Course Licence

The terms in this Schedule apply to the licencing of any standalone Course or Course Library (together "Courses") for deployment on a third-party learning management system.

10.1. Course means any readymade e-learning content module of any length offered by Skillcast.

10.2. Course Library means a collection of Courses, whether one of the pre-defined course libraries offered by Skillcast, namely Essentials, FCA Compliance, Insurance Compliance, Risk Management, Global Compliance, Global Risk and Compliance Bites, or a custom library composed of Courses drawn from these pre-defined course libraries.

10.3. The Fees charged for the Course Library Service are fixed for each Contract Year based on the applicable Subscription Plan, irrespective of the number of Users.

10.4. Skillcast shall take reasonable steps to ensure the material accuracy and completeness of the master version of the Courses it provides to the

Customer and update the master version of the Courses from time to time to reflect any material changes in legislation or regulations.

10.5. Skillcast makes no representation, warranty or guarantees as to the suitability of the Courses for meeting the Customer's expectations, requirements or legal or regulatory obligations. The Customer is solely responsible for reviewing the Courses to ensure they are fit for purpose before delivering them to Users.

10.6. Customers can edit text and images in the Courses for the duration of the Course License, or for a period of two years if the Course License is perpetual. Skillcast will provide Product Documentation and online training on editing Courses. In the event that the Customer requires assistance from Skillcast to edit e-learning modules, this will be subject to a separate agreement and additional charges will apply. Any further updates made to the master versions of the Courses by Skillcast will not be reflected in the copies made by the Customer. The Customer is solely responsible for transferring such updates from the master versions of the Courses to their version from time to time.

10.7. In the event that the Customer chooses not to renew the Course Licence, the Customer warrants that it will cease providing access to the Courses or their contents to their Users and destroy all copies of the Courses and their contents in its possession at the end of the applicable Term. Customer shall, within 10 days of a request from Skillcast provide a written declaration, signed by a director who is authorised to contractually bind the Customer, certifying that it has complied with the requirements of this clause.

10.8 Skillcast shall monitor the utilisation of the Courses to ensure compliance with the Subscription Plan.

11. Skillcast Remote Services (SRS)

The terms in this Schedule apply to the provision of the Remote Services feature on the Skillcast LMS, under Section 1 Course Library of the Service Specific terms, and any bespoke e-learning modules built on the Skillcast LMS and delivered on third-party SCORM-compliant Learning Management Systems (3rd party LMS).

11.1. SRS means the feature on the Skillcast LMS for tracking and reporting on e-learning modules that are created, hosted and tracked on the Skillcast LMS but delivered from the 3rd party LMS.

11.2. The Fees charged for the SRS Service are based on the greater of:

- i. the number of Users set out in the Customer's Subscription Plan; or
- ii. the number of Active Users, which for the purpose of this Schedule, means Users who have accessed the SRS within the applicable Contract Year.
- iii. The number of Users in respect of any Renewal Term will be as described in the Terms of Service.

11.3. The number of Active Users resets to zero at the start of each applicable Contract Year and increases as more Users access the SRS. The number of Active Users will not decrease during the applicable Contract Year, even if Users are archived or otherwise stop accessing the SRS. If the number of Active Users for the SRS Service exceeds the number of Users that the Customer has been invoiced for in a Subscription Plan, Skillcast shall be entitled to immediately invoice the Customer for the additional Active Users for the full Contract Year in which that overage occurred in accordance with the Fee per User for the SRS stated in the Subscription Plan in force at the start of the applicable Contract Year.

11.4. Customers can (i) use Skillcast's original versions, which cannot be edited by the Customer and are updated from time to time by Skillcast, or (ii) make copies of Skillcast's original versions of the Courses, which can be edited by the Customer (here in referred to as 'Editable versions') by amending the text and replacing the images in the Courses before providing them to Users. Skillcast will provide Product Documentation and online training in each Contract Year on editing Courses if requested. In the event that the Customer requires assistance from Skillcast to edit e-learning modules, this will be subject to a separate agreement and additional charges will apply. Any further updates made to the Skillcast's original versions of the Courses by Skillcast will not be reflected in the Editable versions made by the Customer. The Customer is solely responsible for transferring such updates from Skillcast's original versions of the relevant Courses to their Editable versions from time to time.

11.5. Skillcast shall provide access to Product Documentation for the operation of the SRS to all Customer administrators.

11.6. Skillcast shall designate a Customer Success Manager to all Customers to train and support the Customer's administrators to set-up and administer SRS on Skillcast's LMS and integrate with the 3rd Party LMS. This support excludes integrating with any tool, software or non-SCORM-compliant learning management system, HR systems and, or creating or editing e-learning modules, which are covered under Course Library Services or otherwise under separate agreement.

11.7 From 1st July 2025, Skillcast shall provide the Courses in the form of a Remote SCORM package, whereby Skillcast hosts the content. However, the Customer may, with written notice, request the Courses to be provided in the form of Deployed SCORM package, whereby the course ZIP file includes the entire content of the course.

11.8 The Customer will be solely responsible for correctly uploading the SCORM packages on their LMS. Skillcast provides the SCORM packages in SCORM 1.2 and SCORM 2004 protocols only and does not warrant that they will work on the 3rd Party LMS. Additional charges may apply if Skillcast is required to make changes to the SCORM packages to work with the 3rd Party LMS.

11.9. Depending on the Subscription Plan chosen, the Customer can access Aida within the Courses on the 3rd Party LMS. The Customer can also access dashboard reports and analytics on the Skillcast LMS and implement integration between the Skillcast LMS and the 3rd Party LMS or HR system. Skillcast will use reasonable endeavours to assist with integrating the Skillcast LMS with the Customer's LMS or HR system.

11.10. In addition to any Courses from the Skillcast Course Libraries, Customers may upload and deliver a limited number of e-learning modules created on the Skillcast LMS as permitted by the Subscription Plan.

11.11. Customers with the required permission in the Subscription Plan shall be entitled to create using the course authoring functionality on the Skillcast LMS and deliver the specified number of e-learning modules during each Contract Year. Skillcast shall provide the Product Documentation on developing e-learning modules on the Skillcast LMS. If the Customer requires assistance from Skillcast to develop e-learning

modules, this will be subject to a separate agreement, and additional charges will apply.

11.12. In the event that the Customer chooses not to renew the SRS Service:

- i. Access to the SRS Service shall terminate at the end of the applicable Term.
- ii. It is the Customer's responsibility to download all content and User records following the termination of the SRS Service prior to the end of the applicable Term. Where requested by the Customer, in advance, and agreed by Skillcast in writing, Skillcast will provide access to the Customer's administrators to download all User records and information uploaded by the Customer on the SRS for up to 30 days after the end of the applicable Term
- iii. After this period, Skillcast will permanently delete all e-learning modules, content (courses, policies, surveys, as applicable) and User records on the SRS.

DATA PROCESSING ADDENDUM

This Data Processing Addendum, including its Annexes ("DPA"), forms part of the Agreement between Skillcast and the Customer to reflect the Parties' agreement concerning the Processing of Personal Data.

This DPA sets out the additional terms, requirements and conditions on which Skillcast shall process Customer Personal Data when providing Services under the Agreement. This DPA contains the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR) for contracts between controllers and processors and the General Data Protection Regulation ((EU) 2016/679).

1. Definitions & Interpretation

The following definitions and rules of interpretation apply in this DPA.

1.1. Definitions:

1. **Business Purposes:** the Services to be provided by Skillcast to the Customer as described in the Agreement and any other purpose specifically identified in [Annex A](#).
2. **Customer Personal Data:** means Personal Data which Skillcast Processes on behalf of the Customer in the performance of the Services. It does not include Personal Data for which Skillcast is a Controller.
3. **Commissioner:** the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).
4. **Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing:** each have the meanings given to them in the Data Protection Legislation.
5. **Data Protection Legislation:** to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data and to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Skillcast is subject which relates to the protection of Personal Data.
6. **EU GDPR:** the General Data Protection Regulation ((EU) 2016/679).
7. **Records:** has the meaning given to it in Clause 12.
8. **Sub-processor:** means any entity (including Skillcast's Affiliates) which is engaged by Skillcast to process the Customer Personal Data for the Business Purposes. For the avoidance of doubt, Sub-processors do not include individual consultants which may be engaged by Skillcast to perform any of Skillcast's obligations under the Agreement. Such consultants shall be treated like Skillcast's employees and Skillcast shall be liable for their acts and omissions to the same extent as if the acts or omissions were performed by Skillcast.
Term: this DPA's term as defined in Clause 10.
9. **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

1.2. This DPA is subject to the terms of the Agreement and is incorporated into the Agreement. Interpretations and defined terms set forth in the Agreement apply to the interpretation of this DPA.

1.3. The Annexes form part of this DPA and shall have effect as if set out in full in the body of this DPA. Any reference to this DPA includes the Annexes.

2. Personal Data Types & Processing Purposes

2.1. The Customer and Skillcast agree and acknowledge that for the purpose of the Data Protection Legislation:

1. the Customer is the Controller and Skillcast is the Processor of the Customer Personal Data.
2. the Customer retains control of the Customer Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including but not limited to providing any required notices and obtaining any required consents and for the written processing instructions it gives to Skillcast.
3. [Annex A](#) describes the subject matter, duration, nature and purpose of the processing and the Customer Personal Data categories and Data Subject types in respect of which Skillcast may process the Customer Personal Data to fulfil the Business Purposes.

3. Skillcast's Obligations in Respect of Customer Personal Data

3.1. Skillcast shall only process the Customer Personal Data to the extent and in such a manner as is necessary for the Business Purposes in accordance with the Customer's written instructions as established in the Agreement. Skillcast shall not process the Customer Personal Data for any other purpose or in a way that does not comply with this DPA or the Data Protection Legislation. Notwithstanding the foregoing, Skillcast may process Customer Personal Data as required under the Data Protection Legislation. In this situation, Skillcast will take reasonable steps to inform the Customer of such a requirement before Skillcast processes the data, unless the law prohibits this. Skillcast must promptly notify the Customer if, in its opinion, the Customer's instructions do not comply with the Data Protection Legislation.

3.2. Skillcast shall maintain the confidentiality of the Customer Personal Data and shall not disclose the Customer Personal Data to third parties unless the Customer or this DPA specifically authorises the disclosure or as required by domestic law, court or regulator, including the Commissioner. If a domestic law, court or regulator, including the

Commissioner, requires Skillcast to process or disclose the Customer Personal Data to a third party, Skillcast must first inform the Customer of such legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice.

3.3. Skillcast shall, upon Customer's request:

1. taking into account the nature of processing, assist the Customer by implementing appropriate technical and organisational measures, insofar as this is possible, to assist with the Customer's obligation to respond to requests from Data Subjects of Customer Personal Data seeking to exercise their rights under applicable Data Protection Legislation (to the extent that the Customer Personal Data is not otherwise accessible to the Customer through the Services);
2. taking into account the nature of processing and the information available to Skillcast, assist the Customer with its obligations under Articles 32 to 36 of the UK GDPR and EU GDPR as they relate to Customer Personal Data.

3.4. Skillcast shall promptly notify the Customer in writing if it receives:

1. any complaint, notice or communication that relates directly or indirectly to the processing of the Customer Personal Data or to either Party's compliance with the Data Protection Legislation.
2. (in respect of Customer Personal Data) a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.

4. Skillcast's Employees

4.1. Skillcast shall ensure that all of its employees:

1. are informed of the confidential nature of the Customer Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Customer Personal Data;
2. are aware of Skillcast's duties and their own personal duties and obligations under the Data Protection Legislation and this DPA.

5. Security

5.1. Skillcast shall implement and maintain appropriate technical and organisational measures as set out in [Annex C](#) to protect against unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Customer Personal Data and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Customer Personal Data. The Customer acknowledges that Skillcast may change the technical and organisational measures set out in [Annex C](#) provided that they do not materially diminish the level of protection. Skillcast's most up-to-date [security measures](#) are detailed online and at [Skillcast Trust Center](#).

6. Personal Data Breach

6.1. Skillcast shall, without undue delay and no later than 72 hours, notify the Customer if it becomes aware of any Personal Data Breach in respect of Customer Personal Data. Such notice will, where possible, provide the Customer with sufficient information to allow the Customer to meet any obligations under applicable Data Protection Legislation to report or inform Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others of the Personal Data Breach.

6.2. Skillcast will, in line with its incident response plans and policies, take reasonable steps to identify, prevent and mitigate the effects of the Personal Data Breach and to remedy the Personal Data Breach to the extent such remediation is within Skillcast's reasonable control. Skillcast shall also, at the Customer's reasonable request, take such other steps as Customer may reasonably require in respect of the Personal Data Breach including the provision of additional information over and above that described in Clause 6.1.

7. Cross-border Transfers of Personal Data

7.1. Skillcast must not transfer or otherwise process the Customer Personal Data outside of the UK and/or European Economic Area without obtaining the Customer's prior written consent (not to be unreasonably withheld or delayed).

8. Sub-processor(s)

8.1. The Customer consents to Skillcast engaging Sub-processors provided that:

1. Skillcast remains responsible for its Sub-processors compliance with the obligations of this DPA; and
2. Skillcast enters into written agreements with such Sub-processors imposing data protection terms which are no less protective in any material respect than the obligations provided under this DPA.

8.2. A current list of Sub-processors approved as at the date of this DPA is set out in [Annex B](#). Skillcast may add additional Sub-processors or make changes to the Sub-processor list at [Annex B](#) provided that the Customer is given twenty (20) days' prior notice and the Customer does not legitimately object, in writing, to such changes within that timeframe.

9. The Customer's Obligations in Respect of Customer Personal Data

9.1. The Customer shall not disclose (and shall not permit any Data Subject to disclose) any sensitive data (special categories) of Personal Data or Personal Data that imposes specific data security or data protection obligations on Skillcast in addition to, or different from, those specified in the Agreement (including this DPA) to Skillcast for processing except where and to the extent expressly disclosed in [Annex A](#).

9.2. The Customer shall comply with all necessary transparency and lawful requirements under the Data Protection Legislation in order to disclose the Customer Personal Data to Skillcast for the Business Purposes.

10. Term & Termination

10.1. This DPA will remain in full force and effect so long as the Agreement remains in effect.

10.2. Any provision of this DPA that expressly or by implication should come into or continue in force on or after the termination of the Agreement in order to protect the Customer Personal Data will remain in full force and effect.

11. Data Return & Destruction

11.1. Unless otherwise notified by the Customer, 30 days after termination of the Agreement or 30 days after the expiry of its term, Skillcast shall securely delete or destroy and not retain all or any of the Customer Personal Data related to this DPA in its possession or control unless any law, regulation, or government or regulatory body requires Skillcast to retain any documents or materials or Customer Personal Data that Skillcast would otherwise be required to return or destroy. **During this period, the Customer shall have access to download the Customer Personal Data. The Customer Personal Data shall exist in an archived format on Skillcast's backup systems for a further 30 days, and Skillcast shall protect any such Customer Personal Data** from any further processing except to the extent required by applicable laws until deletion is possible.

12. Records

12.1. Skillcast shall keep detailed, accurate and up-to-date written records regarding any processing of the Customer Personal Data, including, but not limited to, the access, control and security of the Customer Personal Data, approved Sub-processors, the processing purposes, categories of processing, any transfers of personal data to a third country and related safeguards, and a general description of the technical and organisational security measures referred to in clause 5.1 (Security).

12.2. Skillcast shall ensure that the Records are sufficient to enable the Customer to verify Skillcast's compliance with its obligations under this DPA and provide the Customer with copies of the Records upon request.

13. Audit

13.1. Subject to clauses 13.3 and 13.4, and to the extent permitted by applicable Data Protection Legislation, Skillcast will, at the expense of the Customer, make available to the Customer such information in relation to the Customer Personal Data as the Customer reasonably requests and Skillcast is reasonably able to provide.

13.2. Skillcast will further, subject to any relevant and applicable confidentiality obligation, and at the expense of the Customer, provide the Customer with access to any Customer Personal Data relating to the performance of the Services and assist with such audits, including

inspections, reasonably requested by (or on behalf of) the Customer (and its internal or external auditors (the Auditor) to undertake the verification that Skillcast complies with its obligations under this DPA.

13.3. The Customer is entitled to conduct a visit or audit under clauses 13.1 and 13.2 at the Customer's expense. In such a case, Skillcast may request a prior written notice of at least seven (7) Business Days from the Customer before conducting such audit. Further, the Customer will be required to use (and ensure that its Auditors use) its best endeavours to avoid (or minimise) causing any damage, injury or disruption to Skillcast's premises, equipment, personnel and business while the personnel of the Customer, or its Auditors are on Skillcast's premises in the course of such an audit or inspection. Skillcast has no obligation to give access to its premises for the purposes of an audit or inspection:

1. to any individual unless he or she produces reasonable evidence of identity and authority; or
2. for the purpose of more than one audit or inspection in any calendar year except in case of suspected fraud; or
3. if by doing so, Skillcast breaches its statutory, regulatory or contractual duties, or an order of a competent court or other authority that is applicable to Skillcast.

13.4. For the avoidance of doubt, clauses 13.1 and 13.2 will not require, nor be deemed to require, Skillcast to disclose to the Customer and/or its Auditors information of any kind previously disclosed to or otherwise held in confidence by Skillcast on behalf of any of its other clients or other persons in any capacity whatsoever (the Protected Information). Skillcast may, in its sole discretion, refuse access to the Customer and/or its Auditors to any systems (including databases or servers) and files belonging to, or used by, Skillcast and containing such Protected Information, documents or any other data, if and to the extent that it is impossible or impracticable for Skillcast to grant access to such systems without compromising the protection, confidentiality or security of the Protected Information.

14. Warranties

14.1. Each party warrants that in relation to this DPA, it is compliant with and will remain compliant with the Data Protection Legislation.

15. Indemnity

15.1. Skillcast will indemnify the Customer and hold it harmless against any liabilities, claims, damages and expenses (including reasonable legal expenses) suffered or incurred by it, in each case arising out of, or in connection with, any breach by Skillcast of any of its obligations under clauses 3 (Skillcast's obligations in respect of Customer Personal Data) and 6 (Personal Data Breach) (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations), including for the avoidance of doubt any breach by Skillcast that arises out of the actions or omissions of any of the Sub-Processors.

15.2. In the event that the Customer becomes aware of a claim against itself that is the subject of an indemnity under clause 15.1, the Customer shall, as soon as reasonably practicable, notify Skillcast in writing, provide all such details of the claim as are reasonably requested by Skillcast, and allow Skillcast to participate in and/or conduct negotiations and proceedings in relation to the claim.

16. Limitation of Liability

16.1. The total combined liability of either party towards the other party, whether in contract, tort or under any other theory of liability, shall be limited to the amounts set forth in the Agreement as well as any disclaimers, exclusions or limitations contained therein. Any reference in such section to the liability of a party means the aggregate liability of that party under the Agreement and this DPA together.

16.2. Nothing in this DPA shall exclude or limit either party's liability which cannot be excluded or limited by applicable laws.

Annex A: Personal Data Processing Purposes & Details

Type	Description
Data Subject Types	The Data Subject types anticipated by Skillcast are: employees and contractors of the Customer and other individuals who the Customer gives access to the Services. If additional or alternative Data Subjects are relevant for the Services the Customer should identify those to Skillcast within the Order Form (which makes up part of the Agreement).
Subject matter of processing	Personal data of the Customer's employees for the purpose of providing the Services.
Nature of Processing	The processing required to deliver the Services to the Customer as described in the Agreement.
Personal Data Categories	The Personal Data Categories anticipated by Skillcast are: Names, Emails, Unique IDs, training records, answers to surveys, employee disclosures and other personal information provided by Data Subjects in the course of accessing the Services. If additional or alternative Customer Personal Data categories are relevant for the Services the Customer should identify those to Skillcast within the Order Form (which makes up part of the Agreement).
Duration of Processing	The duration of the Agreement.

Annex B: Sub processors

Name	Purpose	Registered Address
Inmarkets Limited (to the extent they are not a direct party to the Agreement)	Provide Customer Service	80 Leadenhall Street, London, England, EC3A 3DH
Inmarkets International Limited (to the extent they are not a direct party to the Agreement)	Provide Customer Service	1 Sqaq il Ghadam, Mriehel BKR3000, Malta
Azure	Hosting and storing personal data	Microsoft Ireland Operations Limited One

		Microsoft Place, South County Business Park </br>Leopardstown, Dublin, D18 P521, Ireland
Intercom	Provide Customer Service	2nd Floor, Stephen Court, 18-21 St. Stephen's Green, Dublin 2, Republic of Ireland

Annex C: Description of Security Measures

[Security Measures](#) may be updated from time to time by Skillcast in accordance with clause 5.1 of this DPA.

SERVICE LEVEL COMMITMENT

1. Availability Service Level

1.1. Skillcast offers 99% availability which is defined as a Downtime of less than 1% per calendar month.

1.2. For the purposes of this Service Level Commitment “Downtime” means the time during which the Customer is unable to access the Service, but excluding:

1. issues caused by circumstances beyond the reasonable control of Skillcast, including acts of God, failure of utilities, telecommunications, network intrusion, acts of government, acts of third parties, emergencies, natural disasters, flood, fire, acts of terror, civil unrest, strikes or other Force Majeure Event;
2. any problems with the Customer's technology or resulting from the Customer's combining any element of the Service with any software or hardware not supplied by Skillcast or not identified by Skillcast in writing as compatible with the Service;
3. interruptions or delays in providing the Service resulting from internet or DNS failures outside of Skillcast networks;
4. any interruption or unavailability resulting from the misuse, improper use, alteration, or damage of the Service;
5. unavailability while Skillcast performs maintenance on the Service when necessary, at our reasonable discretion;
6. the Customer’s equipment, software or other technology and/or third-party equipment, software or other technology (other than third-party equipment within Skillcast’s direct control);

7. the Customer's (or the Customer's Users) failure to allow Skillcast to install security patches, emergency repairs, available upgrades or updates;
8. the Customer's failure to meet the Minimum Specification; and
9. the suspension or termination of the Service by Skillcast in accordance with the terms of the Agreement.

1.3. Service Credits will be claimed, verified and paid all in accordance with the terms of the Agreement.

If Skillcast fails to meet the Availability Service Level in any calendar month, the following Service Credits shall apply:

Downtime Percentage in a given calendar month	Service Credit Percentage
Equal to or greater than 1% but less than 2%	0.4% of the pro-rata Fees paid for the current Contract Year
Equal to or greater than 2% but less than 3%	0.8% of the pro-rata Fees paid for the current Contract Year
Equal to or greater than 3% but less than 4%	1.6% of the pro-rata Fees paid for the current Contract Year
Equal to or greater than 4% but less than 5%	3.2% of the pro-rata Fees paid for the current Contract Year
5% or more	6.4% of the pro-rata Fees paid for the current Contract Year

2. Warranties

2.1. Skillcast shall:

1. maintain sufficient computing, bandwidth and multiple points of connectivity to meet this Service Level Commitment;
2. restore access to the Service as soon as possible in the event of Downtime;
3. maintain a disaster recovery plan, including the provision of a Disaster Recovery Site with sufficient computing, bandwidth and multiple points of connectivity that are geographically removed from the services that normally host the Service;
4. apply up-to-date virus-checking software to its systems to help keep the Service free from harmful components and do not introduce any computer virus, Trojan horse or similar destructive, disruptive or nuisance programme to the Customer's systems; and
5. provide technical support to the Customer's named support administrators or help desk via calls made to helpline +44 207 929 5000 and emails sent to support@skillcast.com during normal UK working hours of 9 am to 5 pm on Business Days and endeavour to resolve the issues reported by the next Business Day.

2.2. The Customer shall:

1. direct its Users to address their questions to the Customer's nominated support administrators or help desk, who will use their best endeavours to resolve User's queries, and, if unable to do so, will seek support from Skillcast by the means stated above in 2.1(e);
2. provide Skillcast with all necessary and timely cooperation in relation to the Agreement, including performing all its responsibilities set out in the Agreement and providing all necessary access to such information and personnel and facilities as may be required by Skillcast in order to render the Service (and ensure that such information and data is accurate in all material respects);
3. be responsible (at the Customer's own cost) for:
 - ensuring that the Customer's IT infrastructure complies with the relevant specifications to use the Service

provided by Skillcast, including the Minimum Specification, as amended from time to time;

- implementing sufficient contingency and business continuity procedures to mitigate damage resulting from loss of any of its data (including Customer Data), critical company information and other losses of information stored electronically including by taking appropriate backups of Customer Data; and
- operating appropriate firewalls and virus checks and implementing effective and appropriate data security in respect to the receipt of the Service.

3. Minimum Specifications

The required configurations each User must have to access the Service are as follows:

- Screen resolution: 1024 x 768;
- Internet connection with commercially adequate bandwidth;
- Latest version of one of the following browsers: Microsoft Edge, Google Chrome, Mozilla Firefox, Safari;
- JavaScript must be enabled; and
- Skillcast servers must be whitelisted in any firewalls.

Professional Services Terms & Conditions

Version Control / History

Version No.	Description / Summary of Changes	Date Effective
1.0	Released	05/12/2023

BY EXECUTING THE WORK ORDER WHICH REFERENCES THESE SKILLCAST PROFESSIONAL SERVICES TERMS AND CONDITIONS, THE CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE AGREEMENT

Definitions

- **Affiliates:** in relation to a company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company except that in respect of the Customer, an “Affiliate” will not include any Skillcast Competitor;
- **Agreement:** the Skillcast Professional Services Terms and Conditions (“Terms and Conditions”) and the Work Order between Skillcast and the Customer for the provision of the Work (and all annexes or schedules to the aforementioned documents);
- **Charges:** the charges payable by the Customer for the provision of the Work in accordance with Clause 7 of the Terms and Conditions;
- **Customer:** the person or firm (which include Affiliates) who purchases the Work from Skillcast;
- **Force Majeure Event:** means any circumstance not within a party's reasonable control, including, without limitation: strikes, lock-outs or other industrial disputes (whether involving the workforce of Skillcast or any other party), failure of a utility service or transport or telecommunications network, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction (including imposing an export or import restriction, accident, breakdown of plant or machinery, fire, flood, storm, pandemic or epidemic, terrorist attack, civil war, civil commotion or riots;
- **Intellectual Property Rights:** all patents, copyrights, design rights, trademarks, service marks, Confidential Information, database rights and other rights in the nature of intellectual property rights (whether registered or not) and all applications for the same which may now, or in the future, subsist anywhere in the world, including the right to sue for and recover damages for past infringements;

- **Project Plan:** a set of milestones in the production of the Work and their delivery dates, examples of which are provided in [Annex A](#).
- **Review:** a milestone in the production of the Work where the Customer is required to formally review the Work in the state it is presented by Skillcast to assess if it meets the Customer's requirements and provide to Skillcast all feedback necessary to proceed to the next milestone;
- **Scope:** the description of the Work and services provided by Skillcast under the Work Order, including the description of the Work, the provision of Reviews and other particulars set out in the Work Order;
- **Supplier:** Inmarkets Limited or Inmarkets International trading as Skillcast;
- **Work:** the set of deliverables specified in the Work Order that are the subject of this Agreement;
- **Work Order:** the Customer's request for the Work or the Customer's acceptance of Skillcast's quotation for the Work

Interpretation

1. Unless expressly provided otherwise in these Terms and Conditions, reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time;
2. 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, description, definition, phrase or term preceding those terms; and
3. A reference to writing or written includes letter, fax and email.

1. Scope of Work

1.1. The Customer shall engage Skillcast for, and Skillcast shall provide, the Work in accordance with the Work Order.

1.2. The Work Order shall include the full and complete Scope of the Work and services provided by Skillcast and the costs, materials charges, and other project documentation.

1.3. Delivery dates. Skillcast shall provide the Project Plan with the milestones and the delivery dates for the Work to the Customer after the Work Order has been signed.

Although the delivery dates provided shall be estimates only, both parties shall use reasonable endeavours to meet the delivery dates for their respective milestones.

1.4. Extensions of time to any delivery date. Skillcast shall notify the Customer of an extension of the delivery dates for the Work if one or more of the following events occurs:

- a. a variation to the Work is made at the Customer's request, or a request is for something out of Scope;
- b. a Force Majeure Event occurs as described in the definitions;

1.5. If Skillcast is entitled to an extension of time under clause 1.4, it shall give written notice to the Customer not later than thirty days after becoming aware of the event. Such notice shall specify the event relied on and, in the case of a Force Majeure Event, shall estimate the probable extent of the delay. The parties shall use best endeavours to agree in writing via email what extension of time is reasonable in the circumstances, applicable fees and/or any applicable timetable shall be deemed amended accordingly.

1.6. Both parties agree to take reasonable steps to maintain the continuity of their teams over the course of the Project Plan and shall communicate regularly to discuss matters relating to the Work.

1.7. Skillcast shall present the Work for Reviews to the Customer as specified in the Work Order form. Following each Review, Skillcast shall carry out any amendments required by the Customer that are included within the Scope. Any amendments required by the Customer that are not included in the Scope shall be deemed out of Scope work ("Out-of-Scope Work") and governed by clause 2 of these Terms and Conditions.

1.8. The Work shall be deemed to be complete and delivered after Skillcast has carried out the amendments as specified in clause 1.7 and the Customer has exhausted all the Reviews provided in the Work Order. Any further amendments required by the Customer shall be deemed Out-of-Scope Work and governed by clause 2 of these Terms and Conditions.

1.9. If the Customer does not provide any written response or feedback within twenty-one (21) days after Skillcast notifies the Customer that a milestone (Alpha, Beta, or Gold) has been completed, such milestone shall be deemed accepted, and the corresponding work shall be considered complete and delivered at the expiry of

Skillcast's notification. Upon deemed acceptance, Skillcast shall automatically proceed to the next milestone in accordance with the agreed project schedule until the final milestone Gold is reached, at which point all work shall be deemed complete and fully delivered.

1.10. The Customer shall:

1. ensure that any information it provides in the specification are complete and accurate;
2. co-operate with Skillcast in all matters relating to the Work;
3. if required provide Skillcast, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Skillcast
4. obtain and maintain all necessary licences, permissions and consents which may be required for the Work before the start date in the Project Plan.

2. Out-of-Scope Work

2.1. Skillcast shall have the right at its discretion to reject any Out-of-Scope Work if it considers it to be infeasible with its technology and other capabilities. Skillcast shall notify the Customer about any such infeasible Out-of-Scope Work.

2.2. Where Skillcast proceeds with Out-of-Scope Work, it may revise the delivery dates and charge the Customer at its standard rates for the provision of professional services on a time and materials basis, applicable at the time, in addition to the Total Charge specified in the Work Order. The Customer agrees to pay such additional charges incurred for Out-of-Scope Work as well as the Total Charge as specified in the Work Order and clause 7 of these Terms and Conditions.

3. Intellectual Property Rights

3.1. The Customer will retain all Intellectual Property Rights to the text, images, and logos ("Customer Materials") that it provides to Skillcast for the purpose of producing the Work.

3.2. Skillcast will retain all Intellectual Property Rights to any pre-existing assets, including text, graphics, design, source code, drawings, specifications, know-how and functionality, and to any new graphics, design, source code, drawings, specifications,

know-how and functionality developed by Skillcast based on its pre-existing assets in order to complete the Work. All Intellectual Property Rights in the Work (excluding the Customer Materials) or otherwise arising in connection with the provision of the Work, unless otherwise agreed in writing, shall be the property of Skillcast.

3.3. Subject to the payment in full for the Work, Skillcast grants the Customer a non-exclusive, royalty-free licence to use the Work (and Skillcast's Intellectual Property Rights in it) in its business only for the purpose described in the Work Order.

3.4. Both Parties retain all rights to their respective names, logos and trademarks provided for the purpose of executing the Work Order and agreeing these Terms and Conditions.

4. Termination

4.1. The Agreement shall terminate upon the delivery of the Work to the Customer as provided in clause 1.8 of these Terms and Conditions.

4.2. Either party may cancel the Agreement by providing written notice to the other party at any time if the other is in material breach of the Agreement and (if such breach is remediable) has failed to remedy that breach within 30 days of written notice from the other party or has filed for insolvency.

4.3. The Parties may also terminate this Agreement by mutual consent.

4.4. Upon termination, Skillcast shall wind down its performance in an orderly manner, including by making commercially reasonable efforts to assist the Customer in the orderly transfer of the Work and the transfer of all Work, work-in-progress and other materials.

4.5. The termination of an individual order shall not, unless otherwise agreed between the parties in writing, affect the provision of any other services being provided by Skillcast to the Customer.

4.6. Upon termination of the Work Order for any reason, the Customer shall pay to Skillcast all of Skillcast's outstanding unpaid invoices and interest and, in respect of the

Work carried out but for which no invoice has been submitted, Skillcast may submit an invoice, which shall be payable immediately on receipt.

5. Warranties

5.1. Skillcast warrants that it will produce the Work with reasonable skill and care and in a timely, reliable and professional manner using employees with appropriate skills, qualifications and experience.

5.2. Skillcast warrants that it will use its best endeavours to ensure that the Work is free from harmful components and will not introduce to the Customer's systems any computer virus, Trojan horse or similar destructive, disruptive or nuisance programme.

5.3. Skillcast warrants that any Intellectual Property it introduces in the Work will not infringe any Intellectual Property Right of a third party.

5.4. The Customer warrants that any Intellectual Property that it provides to Skillcast for use in the Work does not infringe any Intellectual Property Right of a third party.

5.5. Skillcast makes no representation, warranty, or guarantee as to the suitability of the Work for meeting the Customer's legal or regulatory obligations or the Customer's expectations except to the extent specifically stated in writing by Skillcast. The Customer is solely responsible for checking the Work to ensure that it is fit for purpose.

5.6. Save as otherwise expressly set out herein, to the maximum extent permitted by applicable law, Skillcast makes no representations, warranties or conditions, whether express, implied, statutory or otherwise, including, without limitation, warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, no encumbrances, no liens and non-infringement of third-party rights. Without limitation, Skillcast specifically denies any implied or express representation:

1.

1. that the Work will be fit for any specific purpose or use intended by the Customer; or
2. that it will be able to rectify all defects, provided that it shall use all reasonable endeavours to rectify such defects.

6. Limitation of Liability

6.1. Nothing in the Agreement limits any liability that cannot legally be limited, including but not limited to liability for:

1. death or personal injury caused by negligence;
2. fraud or fraudulent misrepresentation; and
3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

6.2. Subject to clause 6.1:

1. to the maximum extent permitted by law, Skillcast shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect, punitive, exemplary or consequential loss, costs, damages, charges or expenses however arising under or relating to this Agreement, even if Skillcast has been advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.; and
2. Skillcast's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid by the Customer in respect to the subject matter of the claim under the Agreement.

7. Payment

7.1. Skillcast may invoice the Customer for 50% of Total Charge stated above immediately upon the execution of this Order and the remaining 50% when the Works are complete and delivered by Skillcast. Invoices are payable within 30 days without set-off or deduction. Interest at the annual rate of three percent above the Bank of England base rate will apply to overdue payments that are not in dispute. No late payment interest will accrue in relation to invoices against which the Customer has raised genuine queries or dispute.

7.2. The amounts specified in the Work Order includes the VAT applicable for UK-based entities and the Customer will pay the total amount including VAT.

7.3. All amounts due shall be paid in full without any set-off, counterclaim, deduction or withholding other than those required by law.

7.4. Any payments made by the Customer in relation to the Work Order are non-refundable except in case of Termination by the Customer under the provisions of clause 4.2.

8. Data Protection

8.1. The Customer shall endeavour not to send Skillcast any personal data or sensitive data that requires protection under the applicable data protection legislation including the Data Protection Act 2018, the Directive 95/46/EC and the General Data Protection Regulation (GDPR).

8.2. Notwithstanding Clause 8.1, where Skillcast processes the Customer's details that includes personal data in the fulfilment of this Agreement, Skillcast shall comply with all the requirements of the UK Data Protection Act 2018 and applicable EU regulations including the General Data Protection Regulation (GDPR).

9. General Provisions

9.1. This Agreement constitute the entire agreement and understanding between the Customer and Skillcast and supersede all prior or contemporaneous negotiations, agreements and understandings between the Customer and Skillcast, whether verbal or written, regarding the subject matter contained herein).

9.2. Except where such disclosure is required by any applicable law or order of a court of competent jurisdiction or by any supervisory or regulatory body, each party shall keep confidential and shall not disclose to any third party without the prior written consent of the other party any confidential or proprietary information that it receives or obtains as a result of the entering into and/or performance of this Agreement.

9.3. All rights not expressly granted to the Customer in this Agreement are reserved by Skillcast.

9.4. This Agreement, or any part thereof, may only be amended or modified by written agreement between each of the parties.

9.5. Skillcast may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement. However, the Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of Skillcast.

9.6. To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, and it shall not affect the enforceability of the remainder of this Agreement, nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction..

9.7. Unless it expressly states otherwise, this Agreement does not give rise to any rights to any other person or party (except to Skillcast and the Customer) under the Contracts (Rights of Third Parties) Act 1999 to enforce any term.

9.8. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement 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.

9.9. This Agreement shall be governed by and construed in accordance with English law. Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of England and Wales.

9.10. Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post, or recorded delivery post, or by email to support@skillcast.com in the case of Skillcast and the email address of the contract signatory or any Customer administrator in the case of the Customer. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of the post. A notice sent by email shall be deemed to have been received at 9 am on the first Business Day following delivery. Where Skillcast is required

under this Agreement to give the Customer any notice in writing, Skillcast may give this notice by letter or email.

9.11. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it, either Party shall give to the other written notice of the dispute setting out its nature together with relevant supporting documents and both Parties shall attempt in good faith to resolve the dispute within 30 days. If the dispute is not resolved, the Parties agree to enter into mediation and no Party may commence any court or arbitration proceedings until it has attempted to settle the dispute by mediation.

Annex A

Sample Project Plan for Standard Bespoke Course

Deliverable/Milestone	Responsible
Introductory email sent including: • Project Plan • Instructional Design Document (IDD) • Confirmation of Source Content docs	Skillcast
Project Kick off • Course content agreed • Instructional Design Document (IDD) agreed	Customer
Storyboard (SB) created and delivered • Full Storyboard (SB) created based on the content provided • Post-course assessment question bank created • Quality Assurance (QA) and peer review completed on the SB	Skillcast
SB reviewed and signed-off	Customer
Alpha module created • Online course built from the SB • Design elements applied • Learning activities and interactive elements added	Skillcast
QA complete and course delivered • Language QA conducted • Internal peer review session held • Design QA conducted • Course presentation to client	Skillcast

• Client reviewers given access to the online course • Content export in Word provided for use alongside online review	
Alpha review Online course reviewed and updated Word document returned to Skillcast along with the Alpha feedback form and any other comments.	Customer
Beta module created and delivered Course content updated based on feedback from Alpha review, new content export in Word sent, reviewers access given to the updated online course	Skillcast
Beta review Online course reviewed and updated Word document returned to Skillcast along with the Beta feedback form and any other comments.	Customer
Gold module created and delivered Course content updated, new content export in Word sent, reviewer access given to the updated content	Skillcast
Gold review Final changes required to achieve sign-off provided	Customer
Sign-off Final changes made by Skillcast and module signed-off	Skillcast / Customer
Final testing Testing/QA conducted on Skillcast Portal / SCORM cloud and Mobile	Skillcast
Course delivered SCORM delivered to Skillcast Customer Success Manager, or in case of third-party LMS to Client via file exchange	Skillcast / Customer

Sample Project Plan for Rapid Bespoke Course

Deliverable/Milestone	Responsible
Project Kick-off phase • Signed off source content provided (Customer) • Project Plan sent (Skillcast) • Design guidelines delivered (Customer)	Skillcast / Customer
Alpha module created and delivered • Course created based exactly on content provided	Skillcast

• New Word documents created • Reviewer access given to course	
Alpha module reviewed Online course reviewed and updated Word document returned to Skillcast Project Manager	Customer
Gold module created and delivered Course content updated based on Customer feedback, new content export in Word sent, reviewer access given to the updated course	Skillcast
Gold module reviewed Final changes required to achieve sign-off provided	Customer
Sign-off Final changes made by Skillcast and module signed-off	Skillcast / Customer
Final testing Testing/QA conducted on Skillcast Portal / SCORM cloud and Mobile	Skillcast
Course delivered SCORM delivered via file exchange or for rollout on Skillcast LMS	Skillcast / Customer

Sample Project Plan for Course Translation

Deliverable/Milestone	Responsible
Translation file created and delivered Course content exported in Excel format and sent to translation company	Skillcast
Text translation Text in the Translation file translated and delivered by the translation company following Skillcast guidelines	Translator
Alpha language module created and delivered • Build the language version based on the translation file • Make design adjustments to accommodate language text • Reviewers given access to the online version of the course and a direct link sent to their email addresses • Course content export in Excel format sent to be used alongside the online review of the module	Skillcast

Alpha module reviewed Online course reviewed by language SMEs and updated Excel/Word document returned to Skillcast Project Manager	Customer
Beta module created and delivered Language version text updated, new course content exported to Excel/Word and sent, Language reviewers given access to the updated content	Skillcast
Beta module reviewed Final changes required to achieve sign-off provided	Customer
Sign-off Final changes made by Skillcast and language version signed-off	Skillcast/ Customer
Final testing Testing/QA conducted on Skillcast Portal / SCORM cloud and Mobile	Skillcast
Course ready for delivery Language version ready for delivery in multi-lingual SCORM	Skillcast

Sample Project Plan for Course Customisation

Deliverable/Milestone	Responsible
Project Kick off • Changes to the OTS course delivered • Changes to images and other assets delivered • Design guidelines delivered	Skillcast / Customer
Alpha module created and delivered Course content updated, new word documents created, reviewer access given to the updated content	Skillcast
Alpha module reviewed Online course reviewed and updated word document returned to Skillcast Project Manager	Customer
Beta module created and delivered Course content updated, new content export in Word sent, reviewer access given to the updated content	Skillcast

Beta module reviewed Final changes required to achieve sign-off provided	Customer
Sign-off Final changes made by Skillcast and module signed-off	Skillcast / Customer
Final testing Testing/QA conducted on Skillcast Portal / SCORM cloud and Mobile	Skillcast
Course delivered SCORM delivered to Skillcast Customer Success Manager, or in case of third-party LMS to Client via file exchange	Skillcast / Customer