

CLIENT:

DATE:

REFERENCE:

Licence details: **Thrive Core Content****Parties**

(1)	
“Thrive/Supplier”	THRIVE LEARNING LIMITED incorporated and registered in England and Wales
Registered Address	27 Market Place, Bingham, Nottingham, NG13 8AN
Company Number	10988277
(2)	
“The Customer”	
Registered Address	
Company/Charity Number	
Email Contact for Invoicing/Notices	
Is a PO number required?	

SCHEDULE OF PRODUCTS

Products:	Access to the THRIVE Core Content: - Future Content Releases - Ready to use Campaigns - Question Banks - Content Pathways
THRIVE Core Content Services:	- Content Mapping Session - Content Portal - Monthly Update Broadcasts - Quarterly Client reviews - 10 customisable pieces of Thrive Content per contractual year - Facilitation and delivery of OTS workshops

Licence Type	License to use THRIVE Core Content Products for employees working for “the Client”
Number of User Licenses	
Total Annual License Fee (Excluding applicable taxes) :	
License Start Date:	
Minimum Term:	

Payment terms

To be invoiced in advance of access to any content
 Payable 30 days from date of invoice
 (Interest at 1.5% per month on overdue accounts).

Thrive Learning Subscriber Agreement

General Terms of Use for Thrive Learning Library service

1. Thrive Learning hereby grants to the Client a non-exclusive, non-transferable license to access the Products specified in the Schedule of Products subject to the following terms and conditions:
 - 1.1. The Subscriber Agreement authorises the designated direct employees (“Users”) of the Client to receive the Products during the term of the Subscriber Agreement.
 - 1.2. Thrive Learning will set up and activate access to the Products for the Client as accessible SCORM modules (Shareable Content Object Reference Model), this is a collection of specifications that enable interoperability, accessibility and reusability of web-based learning content. SCORM content can be delivered to learners via any SCORM-compliant Learning Management System (LMS) using the same version of SCORM.
2. The Subscriber Agreement is fixed for a Minimum term and will renew automatically annually on the anniversary of the date to which this Subscriber Agreement was entered into and will continue to renew annually unless terminated by either party with a minimum of thirty (30) days’ written notice.
3. At no point after cancellation may the Client use any of the Products. If any of the Products are used after the cancellation date then the Client is liable for a full year’s subscription at the renewal price.

Intellectual Property/Copyright

4. The copyright in the material contained in the Products, together with the design, text and graphics and all software compilation belong to Thrive Learning.
5. All rights are reserved. None of this material may be reproduced or redistributed without Thrive Learning's written permission.
6. You agree not to and to ensure that none of your Users:
 - 6.1. copy, reproduce, store (in any medium or format), distribute, transmit, modify, create derivative works from all or any part of the Products
 - 6.2. use the Products for;
 - a. any unlawful purpose or in contravention of applicable law
 - b. commercial exploitation
 - c. any purpose or in any manner that may give a false or misleading impression of us, our employees or our services
 - d. do anything that may interfere with or disrupt the Products
 - e. encourage or permit Users to do any of the above
 - 6.3. use, upload or transmit any device, software, file or mechanism which may interfere with the proper operation of the Products
 - 6.4. decompile, disassemble or reverse engineer (or attempt to do any of them) any of the Products and associated resources
7. If you download the course material from Thrive Learning's site, all the material and data are deemed to be licensed to the Client by Thrive Learning, for your personal, non-commercial use only. Thrive Learning does not transfer either the title or the intellectual property rights of the Products to the Client and Thrive Learning retains full and complete title to their Products as well as all the intellectual property rights therein. You may not sell, redistribute or reproduce or convert any of the material.
8. Thrive Learning owns all trademarks and logos associated and you may not copy or use them in any manner without prior written consent.

Exclusions of Liability

9. Thrive Learning will use best endeavours to ensure that the data in the courses is accurate by conducting annual reviews and to correct any errors or omissions as soon as practicable after being notified of them. To the extent permitted by applicable law, we disclaim all warranties and representations (whether express or implied) as to the accuracy of any information contained in the courses. We do not guarantee that the material will be fault free and do not accept liability for any errors or omissions but will ensure that, as the pre-built content is a major part of our business, we review on an ongoing basis.

Applicable Law

10. All disputes including those concerning any statute of limitations, set-off claims, tort claims and interest claims, shall be governed by the exclusive laws of England.
 - 10.1. All disputes between the parties shall be exclusively and finally resolved by mediation.

Signatures

Signed by for and on behalf of Client	
Signature	
Name	
Job Title	
Date	

Signed by for and on behalf of Thrive	
Signature	
Name	
Job Title	
Date	