

ACCIPIO SERVICES SUPPLY AGREEMENT

This Agreement is made on **DAY MONTH YEAR**.

Between

ACCIPIO Digital Limited (registered number 11020493) whose principal place of business is at 71 Central St, EC1V8AB ("Accipio");

and

[Client Name] (registered number **[REDACTED]**) whose principal place of business is at **[REDACTED]** ("Client")

Background

The Client wishes to engage Accipio to provide the Services (as defined below), and Accipio is willing to provide such services to the Client, on the terms of this agreement.

1. Definitions and Interpretation

- 1.1. In this agreement the following words have the following meanings:

Accipio Content Library: a collection of eLearning packages (SCORM), videos and other resources developed by Accipio and partners.

Agreement: this agreement between Accipio and the Client including the schedules, any appendices, and any other documents expressly incorporated, each as amended from time to time with the express consent of the Parties.

Business Day: any day that is not a Saturday or Sunday or public holiday or bank holiday in England.

Change Request: an agreed statement of changes between the parties relating to the Services provided.

Charges: the amount payable by the Client to Accipio (exclusive of all applicable taxes) as set out in schedule 1.

Confidential Information: Any information that is non-public information and is received from the other party for the purposes of providing or receiving services that is marked confidential or otherwise confirmed in writing as being confidential or, whether disclosed in tangible form or otherwise, is manifestly confidential.

Content: the content to which the Client (or the Users) has access through the Accipio Content Library comprising the modules developed by Accipio, and the content provided by other participating entities.

Client Materials: any data, document, software or materials created by the Client (or agents of the Client) which is supplied to Accipio to enable the delivery of Services under this Agreement.

Data Protection Act: the Data Protection Act 2018.

Data Protection Legislation: means the General Data Protection Regulation and the Directive on Privacy and Electronic Communications 2002/58/EC and any national data protection laws and regulations enacted under those laws or otherwise (including the Data Protection Act 2018 and Privacy and Electronic Communications Regulations 2003), and any successor laws and regulations as amended from time to time and any and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction;

Deliverables: the results of the Services performed by Accipio.

Development Work: the creation of computer programs, web

pages and other items at the request of the Client that are customised to the Clients requirements.

Host / Hosting: the provision of computer equipment on which the Accipio supplied product and services operates.

Initial Term: The Initial Term as set out in Schedule 3.

Intellectual Property Rights: All intellectual property rights wherever in the world arising, whether registered or unregistered and including (without limitation) copyrights, patents, trademarks, service marks, designs, applications for any of those rights, trade and business names (including internet domain names and email address names), know how, database rights, methods, tools, rights in designs and inventions.

Learning Platform: A publication platform for the Client to deliver in house learning.

Modification: A release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software and/or any new version of the Software, being a version, which contains such significant differences from the previous versions as to be generally accepted in the market place as constituting a new product.

Open Source: Computer code and programs generally available to internet users and not subject to license by an intellectual property owner for commercial gain. Open Source software is generally released under a GNU General Public License or similar.

Party / Parties: Each of Accipio and the Client are a Party to this Agreement and Parties shall be construed accordingly.

Personal Data: Any personal data as defined in the Data Protection Legislation.

Project: A defined Service or bundle of Services for which a defined plan and Charge have been agreed between the Parties.

Services: Any combination of Development Work, Support Services and Hosting undertaken by Accipio at the request of the Client.

Software: The software to be supplied as part of the Services by Accipio to the Client, including without limitation, the Software specified in Schedule 1 together with any Modifications and which shall conform in all material respects with the Specification.

Specification: The specification of the Software details which are included in Schedule 1 and which may be amended from time to time by agreement between the parties.

Support Services: the provision of a support desk at published hours to generally assist the Client in the operation of Services provided by Accipio.

Term: The Initial Term and thereafter from year to year, subject to earlier termination in accordance with the terms of this agreement.

Third Party Property: any material comprising or incorporating Intellectual Property Rights which belong to a third party.

Users: The Client's employees (or participants of the client's extended enterprise subject to the consent of Accipio) authorized to use the Services in accordance with these terms and subject to the maximum number of permitted users as set out in Schedule 1 (and each a "User"). The number of permitted users is calculated by the number of active users on the system within a 12-month subscription period. Access details (including

without limitation user name and password) are specific to each User and may not be shared.

Use the Services: To exercise any of the rights forming part of the Services set out in Schedule 1.

Year: The period of 12 months from the Commencement Date and each consecutive period of 12 months thereafter during the Term.

- 1.2. In this agreement, clause and part headings are for convenience and do not affect the interpretation of this Agreement. References to 'include' and 'including' are to be construed without limitation and words in the singular include the plural (and vice versa).
- 1.3. References to schedules and appendices are to schedules to and appendices of this Agreement.
- 1.4. The words 'subsidiary' and 'holding company' have the meanings given them by section 1159 of the Companies Act 2006.
- 1.5. Any reference to statute, statutory provision or primary legislation shall be construed as referring to the legislation in force at the time of entering into this Agreement, as amended (with or without modification) re-enacted, consolidated or rewritten. Any subordinate legislation made under the same, before (but not after) the date of this agreement shall be similarly construed.
- 1.6. Reference to a date that is not a business day shall be treated as a reference to the next calendar business day.
- 1.7. In the event (and only to the extent of) any conflict between this Agreement and any proposal, statement of work or any other document upon which the Party seeks to rely, this Agreement shall prevail except where amended by specific reference and agreement between the parties.

2. Services from Accipio

- 2.1. Accipio will provide the Services indicated in Schedule 1 below (and as amended by joint agreement of the parties). The Services and resulting Deliverables are for the exclusive use of the Client.
- 2.2. The parties will jointly agree the Deliverables to be achieved by Accipio. Any changes will be dealt with through the change control procedure. Either Party may at any time request or propose a changes to the Services (a "Change Request"). The Parties will jointly assess the Change Request for likely changes (in respect of time, charges and other relevant factors). Accipio and the Client will jointly agree whether a Change Request should be adopted or not.
- 2.3. Accipio will use reasonable endeavours to meet scheduled dates, project milestones and completion.
- 2.4. Accipio will commence work when in receipt of reasonable instructions from the Client. If the Client instructs Accipio to commence work prior to the issue of a formal purchase order, then Accipio reserves the right to Charge for all services performed prior to the formal purchase order being issued if the Client rescinds or withdraws the instructions.
- 2.5. All budgets and estimates have been prepared on the basis of continuity being maintained. Delays caused by the Client may cause Accipio to increase the Charges and/or extend timeframes for the Deliverables.
- 2.6. Hosting and Support Services will be provided on the basis of a continuous service for a fixed period of 12 months unless otherwise stated. Renewal of Hosting and Support Services will occur automatically for a further period of one year unless

termination notice is received by Accipio 90 days before the end of the current service period.

- 2.7. The Client shall only permit the Users to Use the Services and only in accordance with the express terms of this Agreement. The Client shall not permit any other persons to Use the Services unless the Client has obtained prior written consent from Accipio. All Users must be over sixteen years of age.
- 2.8. If a User ceases to be either employed or authorised to Use the Services the Client shall ensure that such User shall immediately cease to Use the Services. The Client must notify Accipio immediately and Accipio will cancel the account for that User.
- 2.9. The Client shall not (and shall procure that the Users shall not):
 - i. permit any third party to Use the Services;
 - ii. use the Services on behalf of or for the benefit of any third party in any way whatsoever;
 - iii. permit, facilitate or assist a third party to Use the Services;
 - iv. reverse engineer, decompile, amend, modify, vary, adapt, translate or perform any similar type of operation on the Software for any purpose or permit or allow any third party to do any of the foregoing;
 - v. carry out itself, or request, permit or authorise any third party to provide any support or maintenance services in respect of the Software or Use of the Services

Unless it has obtained prior written consent from Accipio.

3. Intellectual property rights

- 3.1. The Software, Accipio Content Library, the Learning Platform and the Intellectual Property Rights in respect of same shall belong exclusively to Accipio.
- 3.2. The Intellectual Property Rights in existing Client Materials shall remain with the Client. In supplying the Client Materials to Accipio, the Client confirms that Accipio has the right to use the Client Materials and to incorporate or adapt them as appropriate for the services delivered by Accipio.
- 3.3. Accipio shall own all Intellectual Property Rights in the methodologies, code, techniques, processes and similar items that cause the Deliverables to operate.

4. Confidentiality and Data Protection

- 4.1. Each Party undertakes that it shall not use or disclose any Confidential Information to any third parties, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority. Confidential Information includes this Agreement and the business affairs and practices of the other Party. Confidential Information does not include (i) information that is or becomes public knowledge (unless caused by a breach of this Agreement) or (ii) information that is received from a third party who has the right to disclose such information.
- 4.2. The Party receiving the Confidential Information shall only use the Confidential Information in the supply and delivery of Services under this Agreement. The Confidential Information shall not be used for any other purpose.
- 4.3. The Party receiving the Confidential Information shall use at least reasonable care to keep the Confidential Information private and confidential using the same degree of care that it uses protect its own confidential information.
- 4.4. The obligations to keep Confidential Information private and confidential shall survive termination of this Agreement. Upon termination of this Agreement, all Confidential Information shall

be destroyed (if held in electronic format) or returned to the respective disclosing Party (if held in tangible form).

- 4.5. Both parties will ensure that their employees, agents and subcontractors who have access to Confidential Information are bound by similar undertakings to keep the information private and confidential.
- 4.6. If the Client discloses information to Accipio that is subject to the Data Protection Act, the Client confirms that it has the appropriate rights and permissions to distribute this information to Accipio and to this information in the Deliverables and Services provided by Accipio.
- 4.7. Each Party hereby consents to the disclosure of the existence of a supplier/Client relationship existing between the Parties.
- 4.8. During the life of this Agreement and for the 12 months after termination, neither party will solicit any person who is employed (directly or indirectly by subcontract) by the other party.
- 4.9. Accipio will reasonably assist the Client, at the Client's cost, with meeting the Client's compliance obligations under the Data Protection Legislation, taking into account the nature of Accipio's processing and the information available.
- 4.10. Subject to clause 4.11, on termination of this agreement for any reason Accipio will securely delete or destroy or, if directed in writing by the Client, return and not retain all or any Personal Data related to this Agreement in its possession or control.
- 4.11. If any law, regulation or government or regulatory body requires Accipio to retain any documents or materials or Personal Data that Accipio would otherwise be required to return or destroy it will notify the Client in writing of that retention requirement.
- 4.12. Accipio may wish to seek publicity for work undertaken on the Client's behalf. It may use references to the Client and the Services dealt with in proposals or other similar submissions made to other prospective clients, subject to prior written approval from the Client such approval not to be unreasonably withheld or delayed.
- 4.13. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and Accipio is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation. Schedule 3 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject (both as defined in the Data Protection Legislation).

5. Virus and Firewall

- 5.1. Prior to installation of the Software Accipio confirms that the Software will be virus checked in line with reasonable industry practice, but Accipio recommends that the Client carries out its own virus checks. The Client is responsible, in accordance with good industry standard, for virus content it uploads and any programs, macros, data files or other material accessed through the Learning Platform.
- 5.2. Accipio does not warrant that the Software, the Content or the Learning Platform is free of viruses or other harmful components nor that the function contained in the materials will be uninterrupted or error free or that defects will be corrected.
- 5.3. The Client is responsible for ensuring it has adequate firewall protection or such other network security system used to restrict external or internal traffic as appropriate and the parties agree that Accipio shall have no liability for any loss, damage, costs or expenses incurred by the Client due to a virus or other network security failure howsoever caused.

- 5.4. The Client will indemnify Accipio for any costs, losses damages or expenses Accipio incurs as a result of a virus introduced by the Client or the Users due to any failure to comply with clauses 5.1 and 5.3.

6. Charges and payment

- 6.1. Accipio will invoice the Charges as agreed with the Client. Where the Services provided are continuous in nature (such as Hosting and Support Services) then Accipio will invoice annually in advance.
- 6.2. Where Accipio is providing Development Work, then it shall agree appropriate invoice milestones with the Client. If Accipio experiences delay, not through its own fault, then Accipio reserves the right to invoice for the Development Work undertaken without reaching a pre-agreed invoice point.
- 6.3. All estimates and quotes concerning Charges are made exclusive of applicable taxes. When an invoice is issued for Charges, then all applicable taxes and similar charges will be made in addition at the prevailing rate.
- 6.4. The Client will deliver promptly to Accipio all purchase orders necessary to ensure that Accipio receives timely payment.
- 6.5. On receipt of a valid invoice, the Client will pay all amounts due by direct bank transfer within 30 days.
- 6.6. Unless otherwise stated, reasonable out of pocket expenses incurred by Accipio (for example travel) will be charged in addition. The expense policy of Accipio is to use the most effective form of transport having due regard to cost, distance to be travelled length of travel time and time of travel.
- 6.7. If the Client fails to pay any amount by the due date, Accipio reserves the right to charge the Client interest on the overdue undisputed amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, at a rate of 4% above Bank of England base rate, compounded on a monthly basis.
- 6.8. Non - payment of any amount due shall not constitute termination of this Agreement. Where the Client has not paid amounts by the due date, Accipio reserves the right to suspend the provision of all Services to the Client, although Charges will continue to accrue.
- 6.9. The payment schedule is agreed subject delivery of that item of the project.

7. Termination

- 7.1. Either party may terminate this Agreement at any time on the material breach by the other party of its obligations under this Agreement by serving a written notice on the other party identifying the nature of the breach. The termination will become effective thirty (30) days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach insofar as it is capable of remedy.
- 7.2. Hosting and support services are only capable of termination for convenience by the Client on the anniversary of the commencement date, providing at least 90 days written notice is received by Accipio before the anniversary date.
- 7.3. Where Accipio propose revised prices (such prices to be effective from the next anniversary date of the commencement) then the Client shall have 30 days to reject the proposed prices if they are greater than consumer price inflation plus 1.1%. If the proposed prices are rejected and no agreement is reached, then the applicable service will terminate and not continue at the next anniversary date.
- 7.4. The Client may terminate this Agreement in respect of

Development Work for convenience by serving written notice on Accipio giving at least 30 days before the termination shall become effective. Where possible, Accipio will cease providing Development Work with immediate effect on receipt of the termination notice. Where the Client terminates Development Work before the full Charges have been paid by the Client, Accipio will calculate a revised charge for the work performed (based on the efforts expended by Accipio, its staff, contractors and all suppliers) for the benefit of the Client. The revised charge shall be due for payment within 30 days.

- 7.5. On termination of this Agreement for any reason whatsoever, each Party shall return to the other Party all property belonging to the other Party then in its possession.
- 7.6. Accipio shall have power to terminate the Agreement at any time by giving to the Client 90 days written notice. Upon the expiry of the notice the Agreement shall be terminated without prejudice to the rights of the parties accrued to the date of termination.

8. Warranties

- 8.1. Each party represents and warrants that it has the legal power and authority to enter into this agreement.

9. Force majeure

- 9.1. Accipio reserves the right to delay or suspend provision of the Services (without liability to the Client) if it is prevented from or delayed in the carrying on of its business or performance of its obligations under this agreement due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood or other weather event, epidemic, disease, infestation, restrictions on transport or movement, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable goods. Provided that, if the event in question continues for a continuous period in excess of 90 days either party shall be entitled to give notice in writing to the other party to terminate this agreement.

10. Indemnities

- 10.1. Accipio shall indemnify and hold the Client harmless from and against any claims, costs and expenses arising in connection with a claim alleging that the Services provided wholly by Accipio infringes an Intellectual Property Right of a third party that exists as of the date of this agreement. In giving this indemnity, the Client agrees that it will (i) promptly give written notice of any claim or threatened claim within 30 days of becoming aware of the claim; (ii) give Accipio sole control of the defence and settlement of the claim; (iii) provide Accipio with all reasonable information and assistance; and (iv) not negotiate, settle or otherwise compromise the claim.
- 10.2. The Client will indemnify Accipio in respect of any claim, damage or losses (including in connection with any or alleged breach of third party intellectual property rights) arising from the Client Materials or Third Party Property which the Client directs Accipio to utilise.
- 10.3. The Client will indemnify Accipio in respect of all actions connected with the disclosure of personal information (as defined by the Data Protection Act) to Accipio. Accipio shall only process information that is subject to the Data Protection Act as expressly directed by the Client.

11. Limitation of Liability

- 11.1. Nothing in this Agreement limits liability for death or personal

injury caused by Accipio through negligence of its employees, or for any fraudulent mis-representation made by Accipio.

- 11.2. In all other cases, Accipio's liability in contract, tort or otherwise in connection with a Project will be limited to the total annual amount payable by the Client in respect of that Project.
- 11.3. Accipio will not be liable in contract, tort or otherwise for any indirect, consequential or incidental loss or damage, loss of business, profit, goodwill, anticipated savings, data or similar loss or damage.
- 11.4. Neither party shall be liable for failure to fulfil any obligation under this Agreement because of something beyond its reasonable control including but not limited to technical failure, lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, natural or local emergency, anything done by government or other competent authority or industrial disputes of any kind.
- 11.5. The Content is intended for use as an educational tool and is not to be taken as definitive guide to legislation or good practice. Reference to the Content is not a substitute for obtaining legal advice or referring to the appropriate national and local policy guidance, legislation or regulations.
- 11.6. The Learning Platform and the Accipio Content Library includes Content posted by other users and also bulletin boards, discussion groups and other public areas that allow feedback to Accipio and/or interaction between users. The opinions, advice and statements contained in content posted on the Learning Platform and the Accipio Content Library by other users are those of such users and not those of Accipio. Accipio does not endorse any material published by other users and does not give any warranty or guarantee in relation to such content or the accuracy, integrity or quality of same. Accipio does not monitor Content.
- 11.7. Accipio does not update any Content it posts and makes no warranty regarding the continued accuracy of same.
- 11.8. The Learning Platform and the Accipio Content Library may contain links to other web sites and resources, either directly or through frames. Independent third parties provide these sites and Accipio is not liable and shall not be liable for the availability or content of these outside resources.
- 11.9. The following provisions set out the entire financial liability of Accipio to the Client in respect of:
 - i. any breach of these terms; and
 - ii. any representation, statement or tortious act or omission including negligence arising under or in connection with this agreement.
- 11.10. All warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from this agreement.
- 11.11. Subject to clauses 11.1 and 11.10:
 - i. Accipio's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the yearly Fee under this agreement and subject to that overall limit to the part of any loss suffered which is proportionate to its

responsibility; and

ii. Accipio shall not be liable to the Client for: -

- (a) loss of profit;
- (b) loss of business;
- (c) depletion of goodwill and/or similar losses);
- (d) loss of anticipated savings;
- (e) loss of goods;
- (f) loss of contract;
- (g) loss of use;
- (h) loss or corruption of data or information; or
- (i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses

iii. Accipio shall not be liable to the Client or be deemed to be in breach of this agreement by reason of failure to comply with Accipio's system requirements from time to time as set out on our website.

12. Service levels

- 12.1. Subject to clause 11, Accipio will use reasonable endeavours to comply with the service levels set out at on our website.
- 12.2. Access to the Learning Platform and the Accipio Content Library (where applicable) may occasionally be restricted to allow for repairs, maintenance or the introduction of new facilities or services.
- 12.3. The parties agree and acknowledge that Accipio is unable to guarantee or predict the speed of operation of software, tools or download times.
- 12.4. The above provisions of this clause are subject in each case to the Client providing at its own expense access to the appropriate Client personnel and suitable access (including without limitation remote access and access to premises) to the Client's facilities and systems and that the Client make available such passwords as may be required and sufficient material, information and assistance to enable Accipio to provide the Services in accordance with this agreement. The Client shall ensure the accuracy of all such information.

13. Accipio Content Library

- 13.1. The Accipio Content Library is protected by copyright, trademark and other intellectual property rights and laws throughout the world and are owned by or are licenced to Accipio and/or third parties.
- 13.2. The Client and their users agree not to:
 - i. copy, reproduce, store (in any medium or format), distribute, transmit, modify, create derivative works from all or any part of the Accipio Content Library without our prior written consent (which may be given or withheld in Accipio's absolute discretion)
 - ii. use the Accipio Content Library, for:
 - (a) any unlawful purpose or in contravention of applicable law;
 - (b) commercial exploitation without our prior written consent;
 - (c) any purpose or in any manner that may give a false or misleading impression of Accipio;
 - (d) do anything that may interfere with or disrupt the

Accipio Content Library; or

(e) encourage or permit others to do any of the above.

- iii. use or upload materials from the Accipio Content Library to any location other than the Accipio hosting Learning Platform;
- iv. enable access to materials in the Accipio Content Library without a dedicated individual user account;
- v. use, upload or transmit any device, software, file or mechanism which may interfere with the proper operation of the Accipio Content Library
- vi. decompile, disassemble or reverse engineer (or attempt to do any of them) any of the Accipio Content Library and associated resources.

13.3. Accipio reserves the right to modify, suspend and withdraw materials on the Accipio Content Library at any time without notice and without incurring any liability.

13.4. On termination, the Client must remove and permanently delete all materials provided by Accipio, including all of those accessed via the Accipio Content Library. Failure to do so after 7 days following the termination date the Client will be liable to pay the full licence renewal fee.

13.5. Technical data, technology tools and commercial practice change frequently, and the content of the Accipio Content Library has been prepared with care for general interest only and is not a substitute for specific technical or other professional advice and should not be read or used as such. Accipio does not give any assurances that the content is fully accurate, complete, current, or free of defects. Accipio makes no claims or representations that any or all of the Videos may be lawfully viewed or downloaded outside of mainland UK.

14. General

- 14.1. No information on any purchase order or other documentation shall add to or vary the terms and conditions of this Agreement.
- 14.2. Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery, or sent by email to finance@accipio.com. Any notice shall be deemed to have been duly received at the time of delivery (if delivered personally or by commercial service tracking the delivery of such items) or at 9:00 am on the third Business Day after posting (if sent by pre-paid first-class post to a UK address).
- 14.3. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision (s), with all other provisions remaining in full force and effect.
- 14.4. Either party may assign or novate all of its rights and obligations under this Agreement to a subsidiary or fellow subsidiary of a common holding company at any time. Otherwise, this Agreement is intended to benefit only the Parties and no term shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party.
- 14.5. The Parties agree that this Agreement shall be construed in accordance with and governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.
- 14.6. Failure by either party to exercise any right or remedy under this Agreement does not constitute a waiver of that right or remedy.
- 14.7. This Agreement comprises the entire Agreement between the

Client and Accipio on the subject matter herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral. Where proposals, statements of work or other documents are expressly agreed between the parties, then they shall define the Deliverables and Charges for a Project, but not the terms of this Agreement.

- 14.8. Except as otherwise provided in this agreement, the parties shall bear their own costs of and incidental to the preparation, execution and implementation of this agreement.

Acceptance

The Client agrees to purchase the Services above in accordance with the agreement herein:

Signed by:

Signed by:

Date:

Date: _____

Name:

Sascha Benson-Cooper

Name: _____

Position:

Director

Position: _____

For Accipio Digital Limited "Accipio"

For [Client Name] "Client"

Schedule 1

Commencement Date: _____

Term: _____ year from the Commencement Date

Fee: £ _____ Plus VAT. The sum of £ _____ plus VAT is payable on the commencement date, with the sum of £ _____ plus VAT payable one year after the commencement date.

Number of users: _____

Service: **Totara or Moodle [delete as required]**

Hosting: Disc space up to 100GB and consistent with reasonable standard use. Additional hosting costs can be chargeable.

Concurrent users: 10%

Business Hours: 09:00-17:30hrs Monday-Friday UK time excluding UK Bank Holidays

Support is subject to reasonable use for a named administrator.

Backup is nightly and backups are retained for 7 days.

For Totara sites, the Subscription Agreement can be found here: <https://www.totaralearning.com/en/licence>

Schedule 2 – Service Levels

Service support can be found at: <https://www.accipio.com/digital-learning/getting-support/>.

Schedule 3 - Description of Personal Data Processing

This Appendix describes the processing of Personal Data by Accipio and includes certain details as required by Article 28(3) GDPR:

Subject matter and duration of the processing of the Personal Data:

- The subject matter and duration of the processing of the Personal Data are set out in the agreement.

The nature and purpose of the processing of the Personal Data:

- The nature and purpose of the processing of the Personal Data are set out in the agreement.

The categories of Data Subject to whom the Personal Data relates:

- The Personal Data may include Personal Data relating to employees, contractors, service providers, suppliers and customers of the Client.
- The Users.

The types of Personal Data to be processed:

- Usernames;
- Names;
- Email addresses;
- Learning records
- Other data as uploaded by the client

The obligations and rights of the Client:

The obligations and rights of the Client are set out in the agreement.