



SECURE SCHOOLS PLATFORM AND SERVICES AGREEMENT

Version 5 - August 2025

This agreement ("Agreement") is made and entered into by and between the Customer (as defined below), and Secure Schools Ltd., a company registered in England and Wales and its subsidiaries and affiliates (collectively, "Secure Schools"). Except as otherwise set forth in the Order Details (as defined below), this Agreement contains the terms and conditions that govern Secure Schools' provision, and the Customer's use, of Secure Schools' Platform (as defined below) and the Services (as defined below).

Secure Schools directly and through its Platform offers certain Services. This Agreement is applicable to all Authorised Users. If an Authorised User is agreeing to this Agreement on behalf of the Customer, Authorised User represents and warrants that Authorised User has the authority to bind the Customer to this Agreement, and Authorised User's agreement to this Agreement will be treated as the agreement of the Customer. By accessing or using the Platform or Services, Authorised User agrees, as of the Effective Date, to be bound by this Agreement. If you do not accept the terms of this Agreement, you may not use the Platform or the Services. The Customer and Secure Schools may be referred to individually as a "party" or collectively as the "parties."

You are deemed to have accepted the terms of this Agreement when you accept Secure Schools' quotation or from the date of any performance of the Services (whichever happens earlier) and this Agreement, our quotation/order form, and the SLA are the entire agreement between us. The Customer agrees to be bound by the Agreement.

You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Agreement to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

- (a) **Additional Order:** an order placed by the Customer for additional modules or services to be provided via the Platform, other than those included within Services subject to the terms of this Agreement.
- (b) **Authorised Users:** those employees and agents of the Customer who are authorised by the Customer to use the Services and the Platform Specification. Where the Customer contracts with Secure Schools on behalf of more than one educational establishment, this shall include the employees and agents of the educational establishments represented by the Customer who are named in the Order Details.
- (c) **Authorised User Account:** an individual account linked to the Platform, established by an Authorised User for use of the Services.

- (d) **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- (e) **Business Hours:** means 9am until 5pm on a Business Day.
- (f) **Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 18.
- (g) **Customer:** the school or other educational establishment which is receiving the Services.
- (h) **Customer Data:** the data inputted into the Platform by the Customer, Authorised Users, or Secure Schools on the Customer's behalf.
- (i) **Customer's Network:** means the network or networks owned by the Customer and connected devices owned by the Customer, including all software and hardware included in such networks.
- (j) **Data Protection Legislation:** means (i) the Data Protection Act 2018 (as amended or replaced from time-to-time) (the **DPA**) (ii) UK GDPR (as defined in the DPA) (iii) any other legally binding rules or regulations concerning the protection of personal data in the United Kingdom
- (k) **Demo Site** means any demonstration, trial, or test version of the Platform and Services made available by Secure Schools free of charge for demonstration or evaluation purposes only.
- (l) **Demo User** means any individual, educational establishment or entity that accesses or uses the Demo Site for evaluation or demonstration purposes, whether or not they have purchased or licensed other products and Services from Secure Schools.
- (m) **Effective Date:** the date that Customer or Authorised User first accesses or uses the Platform or Services.
- (n) **Initial Term:** the initial term of this Agreement as set out in the Order Details.
- (o) **Insolvency Event:** any one or more of the following events in any jurisdiction in relation to a party: making an application for a Company Voluntary Arrangement or Individual Voluntary Arrangement; the filing of a bankruptcy petition; the filing of a petition, making of an application, or passing of a resolution for the winding up of the party or for the appointment of an administrator, liquidator, receiver or trustee in bankruptcy of that party; the taking of any steps by any person to enforce any security over the assets of the party; any event analogous or which has an effect equivalent or similar to any of the foregoing.
- (p) **Live Date:** the date upon which the Customer is to have access to the Platform and Services, as set out in the Order Details or otherwise agreed between Secure Schools and the Customer.
- (q) **Materials:** the policy documents and other materials produced for use by the Customer by or through the Platform.
- (r) **Order Date:** the date of the Customer's order for the Services.

- (s) **Order Details:** the details of the Customer's order for the Services, approved by the Customer on the Secure Schools website order form or quotation, detailing some or all of the following: the Fees, the features or modules available to the Customer, the address of each establishment of the Customer which will have access to the Services, and other details. Where the Customer places multiple orders at the same time, the Order Details will comprise the details of all orders placed. The Order Details will be (i) confirmed by email to the Customer after the Customer places its order for the Services, and (ii) detailed in the Customer's Authorised User Account.
- (t) **Partner/Reseller** means any third party that has entered into a written agreement with Secure Schools to promote, distribute, market, or sell Secure Schools products or Services.
- (u) **Personal data** has the meaning given in Data Protection Legislation.
- (v) **Platform:** the online platform and software applications provided by Secure Schools as part of the Services, with the functionality as described in the Order Details and Platform Specification.
- (w) **Platform Specification:** the document(s) made available to the Customer by Secure Schools online via app.secureschools.com or such other web address notified by Secure Schools to the Customer from time to time which sets out a description of the Services (including the features for each module of the Platform), as amended from time-to-time.
- (x) **Renewal Period:** the period described in clause 20.1.
- (y) **Secure Schools:** Secure Schools Ltd, a company incorporated in England and Wales with company number 11737049.
- (z) **Services:** certain content, products, and services provided by Secure Schools to the Customer under this Agreement via the website, or via any other method (as may be updated, modified, or otherwise changed from time to time), as set out in the Order Details, each as may be more particularly described in the Platform Specification, and which include the Platform and Materials.
- (aa) **Fees:** the subscription fees (if any), and/or other fees payable by the Customer to Secure Schools for use of the Services, as set out in the Order Details and subsequently varied in accordance with clause 13.
- (bb) **Software** means the proprietary software products and services licensed to the Customer under this Agreement.
- (cc) **Subscription Term:** has the meaning given in clause 20.1 (being the Initial Term together with any subsequent Renewal Period(s)).
- (dd) **Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the

programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

(ee) **Vulnerability Assessment:** any penetration test or vulnerability assessment conducted by Secure Schools as part of the Services.

- 1.2 A person includes an individual, corporate or unincorporated body (whether or not having a separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 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.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.7 A reference to **writing** or **written** includes email, including messages sent within the Platform, but not fax.
- 1.8 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. LICENCE

- 2.1 Secure Schools hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Customer (acting by its Authorised Users) to use the Services (including the Materials) during the Subscription Term solely for the Customer's internal operations.
- 2.2 The Parties will additionally enter into a Service Level Agreement ("SLA"), which forms part of and refers to this Agreement between Secure Schools and the Customer. The SLA describes the support and service commitment to be provided by Secure Schools for the duration of this Agreement.
- 2.3 In relation to the Authorised Users, the Customer undertakes that:
 - (a) it will not allow or suffer an Authorised User Account to be used by more than one individual Authorised User; and
 - (b) each Authorised User shall keep a secure password for their Authorised User Account.
- 2.4 The Customer must ensure that any user IDs, magic links, passwords, and other access credentials for the Customer's Platform/Software account are kept strictly confidential and not shared with any unauthorised person.
- 2.5 The Customer is responsible for any and all actions taken using the Customer and the Customer's users' accounts, passwords or access credentials.

- 2.6 The Customer must implement and maintain appropriate technical and organisational security measures to protect their account information, including but not limited to:
- (a) Limiting access to authorised personnel only;
 - (b) Implementing all security features available within the Software;
 - (c) Training your personnel on security best practices; and
 - (d) Maintaining up-to-date security software on all devices used to access the Secure Schools Software.
- 2.7 The Customer is strongly encouraged to implement all security measures recommended or required by Secure Schools from time to time, including but not limited to two-factor authentication (2FA), without delay.
- 2.8 The Customer must notify Secure Schools immediately of any breach, or suspected breach of security or unauthorised use of the Customer's account.
- 2.9 The Customer acknowledges and agrees that failure to comply with these security obligations may result in unauthorised access to the Customer's account and misuse of the Software/Services, for which the Customer will remain fully liable as set out in Clause 19.3.
- 2.10 It is the Customer's responsibility to utilise and enable security features and measures recommended by Secure Schools from time to time, and you must notify Secure Schools immediately of any breach, or suspected breach of security or unauthorised use of the Customer's Secure Schools account.
- 2.11 The Customer acknowledges that Secure Schools strongly encourages two-factor authentication (2FA) for all users accessing the Platform/Services as an essential security measure to protect against unauthorised access.
- 2.12 If the Customer chooses not to implement 2FA as recommended by Secure Schools, the Customer must:
- (a) Explicitly acknowledge and accept the increased security risks associated with not using 2FA; and
 - (b) Accept full liability for all losses, damages, costs, and expenses that may arise from security breaches that could have been prevented by implementing 2FA.
- 2.13 The Customer remains fully responsible for implementing alternative security measures to mitigate the increased risks associated with not using 2FA.
- 2.14 The Customer shall not take, and ensures that no Authorised User shall take, any of the following actions:
- (a) post, upload, publish, submit, share, distribute, or transmit any Customer Data that: (a) Customer lacks the authority to post, upload, publish, submit, share, distribute, or transmit; (b) infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; or (c) contains any Virus or uses the Services to access, store, distribute or transmit any Viruses; (d) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (e) is fraudulent, false, misleading, or deceptive; (f) is defamatory, indecent, obscene, pornographic, vulgar, or offensive; (g) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (h) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (i) promotes illegal or harmful activities or substances;
 - (b) use the Services other than the purpose for which they were provided to the Customer;
 - (c) use the Services to provide services to third parties;
 - (d) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 2;

- (e) subject to Section 22.7(a), license, sell, resell, sublicense, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any other school, educational establishment, or third party except the Authorised Users;
 - (f) introduce or permit the introduction of any Virus into Secure Schools' network and information systems;
 - (g) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and/or Platform Specification (as applicable) in any form or media or by any means; or
 - (h) attempt to decompile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or
 - (i) access all or any part of the Services and Platform Specification in order to build a product or service which competes with the Services and/or the Platform Specification; or
 - (j) interfere or attempt to interfere with the proper working of the Services (including, but not limited to, any application, function, or use of the Services) or any activities conducted on the Services;
 - (k) take any action that imposes or may impose (as determined by Secure Schools in Secure Schools' sole discretion) an unreasonable or disproportionately large load on Secure Schools' infrastructure;
 - (l) attempt to probe, scan, or test the vulnerability of any Secure Schools system or network or breach any security or authentication measures;
 - (m) avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Secure Schools or any of Secure Schools' providers or any other third party (including another Authorised User) to protect the Platform and Services, or Content;
 - (n) collect from or store on the Platform or Services any personally identifiable information or sensitive information of other Authorised Users without their express permission;
 - (o) impersonate or misrepresent User's affiliation with any person or entity; or
 - (p) engage in any fraudulent, deceptive, or illegal practices or activities, or use the Services to directly or indirectly support any such practices or activities.
- 2.15 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, discriminatory, obscene, infringing, harassing or racially or ethnically offensive, or otherwise illegal or causes damage or injury to any person or property.
- 2.16 If the Customer owns or operates more than one school or establishment, it shall only permit those schools or establishments named in the Order Details, and in respect of which the Customer has paid the Fees, to access the Platform and Services and use the Materials. Where the Customer places

multiple orders at the same time, the Order Details will comprise the details of all orders placed. The Order Details will be (i) confirmed by email to the Customer after the Customer places its order for the Services, and (ii) detailed in the Customer's Authorised User Account.

- 2.17 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Secure Schools.
- 2.18 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer, except where stated in the Order Details.

GRANT OF DEMO LICENCE

- 2.19 **IF APPLICABLE**, Secure Schools may grant to the Demo User a non-exclusive, non-transferable, revocable license to access and use the Demo Site solely for the purpose of demonstrating and/or evaluating the Software's features and functionality.
- 2.20 For the avoidance of doubt, any Partner/Reseller of Secure Schools who is a Demo User may not pass on access to the Demo Site to any third party.
- 2.21 This Demo Site license is granted in addition to any licenses for purchased products and Services, and is subject to the terms and conditions of this Agreement.

3. RELATIONSHIP TO PURCHASED PRODUCTS AND SERVICES

- 3.1 The Demo Site is provided "as is" and "as available" without warranty of any kind, either express or implied.
- 3.2 The Demo Site User acknowledges that:
 - (a) The Demo Site may contain limited functionality compared to the full version of the Software
 - (b) The Demo Site may be subject to usage restrictions including, but not limited to, time limitations, user limitations, and feature limitations
 - (c) The Demo Site may be withdrawn or modified at any time without notice
 - (d) Data entered into the Demo Site may be deleted upon expiration of the demo period
- 3.3 The Demo User shall not use the Demo Site for any production, commercial, or operational purposes, except for as explicitly permitted by this Agreement.

4. DEMO SITE LIMITATIONS

- 4.1 Access to the Demo Site does not create any obligation for Secure Schools to provide the Customer with the full version of the Software.
- 4.2 If the Demo User subsequently purchases a license for the Software (thereby becoming a Customer), the terms applicable to such purchased products and Services shall govern the Customer's use of those products and Services.
- 4.3 Secure Schools does not guarantee that data entered into the Demo Site can be transferred to a purchased version of the Software.

5. DEMO SITE LIABILITY AND INDEMNITY

- 5.1 To the maximum extent permitted by applicable law, Secure Schools shall not be liable for any damages arising out of or in connection with the use of the Demo Site.
- 5.2 The Demo User shall indemnify and hold harmless Secure Schools against any claims, damages, losses, liabilities, costs and expenses arising from the Demo User's use of the Demo Site in breach of this Agreement.

6. DEMO SITE TERMINATION

- 6.1 Secure Schools may terminate the Demo User's access to the Demo Site at any time and for any reason without notice.
- 6.2 Termination of access to the Demo Site shall not affect any licenses for purchased products and Services.

7. SERVICES

- 7.1 **Service Packages and Free Trial Terms.** The Services are offered through multiple service tiers (each a "**Package**"), with full details and specifications available on the Secure Schools website.
- 7.2 Upon registration for a free trial of the Services, Customers will be automatically enrolled in the Secure Schools Foundations Package, which:
 - (i) Is provided at no cost to the Customer
 - (ii) Has no expiration date or time limitations
 - (iii) Serves as the default Package for all trial users
- 7.3 Customers may upgrade to alternative Packages at any time in accordance with the pricing and terms set forth on the Secure Schools website.
- 7.4 Secure Schools shall, during the Subscription Term, provide the Services and make available the Platform Specification to the Customer on and subject to the terms of this Agreement. Use of the Platform and the Services are each conditioned upon Customer and its Authorised Users' full compliance with this Agreement and all applicable laws, rules, and regulations.
- 7.5 The provision of Services must have been completed within twelve months of the Order Date. In the case of Assessor-Led Audits, these Services must be commenced within nine (9) months of the Effective Date in order to allow sufficient time for completion within twelve months of the Order Date. If the Services are not completed within twelve months of the Order Date, such Services shall expire and no refund will be provided (save for where any delay has been caused by Secure Schools).
- 7.6 This Agreement shall only apply to the Services specified in the Order Details. Any Additional Order (whether made before or after the date of this Agreement) will be provided under the terms of a separate agreement.
- 7.7 Secure Schools shall use commercially reasonable endeavours to make the Platform available 24 hours a day, seven days a week, except for:
 - (a) planned maintenance performed outside of Business Hours; and
 - (b) unscheduled maintenance, which Secure Schools will use reasonable endeavours to perform outside of Business Hours.

- 7.8 To use the Platform, Authorised User must have an Authorised User Account. Authorised User hereby authorises Secure Schools to obtain and store Authorised User Account information as necessary to make the Platform available to Authorised User, subject to Secure Schools' DPA.
- 7.9 Authorised User may use the Platform or access the Services only if Authorised User is sixteen (16) years of age or older, has not been previously suspended or removed from using the Platform or the Services and is not barred from using the Platform or the Services under applicable law.
- 7.10 By using the Platform, the Customer and Secure Schools hereby agree to the terms and conditions of the Service Level Agreement ("**SLA**"), which forms part of and is hereby incorporated into this Agreement by reference, as it may be updated from time to time. SECURE SCHOOLS MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE PLATFORM'S UPTIME, AVAILABILITY, OR PERMISSIBILITY IN ANY PARTICULAR GEOGRAPHICAL LOCATION. From time to time, scheduled system maintenance or emergency maintenance may occur, and during such maintenance periods, the Platform may be inaccessible and unavailable, with or without notice to the Customer.
- 7.11 Secure Schools will supply any maintenance and support in accordance with the SLA.
- 7.12 Secure Schools shall not be in breach of its obligations in the SLA or this Agreement in the event the Customer experiences a disrupted service as a consequence of the Customer not maintaining its integration with Secure Schools for any reason.
- 7.13 Secure Schools may, at its discretion, engage third-party contractors or service providers to perform certain aspects of the Services, maintenance, support, or development related to the Software. Any such third-party contractors shall:
- (a) be bound by confidentiality obligations no less protective than those contained in this Agreement;
 - (b) comply with all terms and conditions of this Agreement applicable to their activities;
 - (c) be supervised by Secure Schools; and
 - (d) not create any contractual relationship between such third parties and the Secure Schools.
- 7.14 Secure Schools shall remain fully responsible and liable for all acts and omissions of its third-party contractors as if such acts or omissions were performed by Secure Schools directly. Secure Schools shall ensure that all intellectual property rights in any work performed by third-party contractors shall vest in Secure Schools and be subject to the license granted herein.
- 7.15 Secure Schools will provide the other Services (not provided via the Platform) at such times as specified by Secure Schools in accordance with the Platform Specification, or such other times as agreed between the Customer and Secure Schools.

8. INFORMATION SECURITY LAWS

8.1 The Services provided by Secure Schools will comply with the following Information Security laws:

- The Computer Misuse Act 1990
- Data Protection Act 2018
- Human Rights Act 1998
- Police and Justice Act 2006

9. DATA PROTECTION

9.1 The following terms shall have the meaning given to them in Data Protection Legislation: **controller, processor, data subject, personal data breach**.

9.2 The Customer and Secure Schools agree that Secure Schools acts both as a controller and processor for the purposes of Data Protection Legislation.

9.3 Secure Schools' privacy notice (as amended from time to time) applies to personal data collected by Secure Schools in its capacity as controller. The current privacy notice is [located here](#).

9.4 Each party shall comply with Data Protection Legislation in respect of all personal data transferred by the other party to it, in connection with the Services.

9.5 The Customer warrants that it has in place all necessary notices and consents to permit the transfer of personal data from the Customer to Secure Schools in connection with the Services, and the use of such personal data by Secure Schools in performing the Services.

9.6 Secure Schools may publish data regarding trends and performance, observed by Secure Schools from its Customers and their respective Authorised Users. Where such data is compiled in whole or in part, from personal data collected by Secure Schools, Secure Schools shall ensure that such data is aggregated and anonymised before publication.

9.7 Where and to the extent Secure Schools acts as a processor of the Customer, the following terms shall apply in respect of personal data which Secure Schools processes as a processor:

- (a) The nature, purpose and scope of the processing is as follows:
- (i) Secure Schools processes personal data for the purpose of providing the Service to the Customer.
 - (ii) Secure Schools will have access to the personal data when performing the Services as a result of it accessing the Customer's Network, and may store, view or transmit the personal data in connection with the Services.
 - (iii) The processing shall continue for the duration of this Agreement.
 - (iv) The data subjects of the personal data processed by Secure Schools will include staff, students, parents and contacts of the Customer.
 - (v) The personal data processed will include all personal data stored by the Customer on its Computer Network (including identity,

address, financial and educational attainment records and special category data).

- (b) Secure Schools shall, in relation to any personal data processed in connection with the performance by Secure Schools of its obligations under this Agreement:
 - (i) process that personal data only on the written instructions of the Customer unless required by the laws applicable to Secure Schools to process personal data;
 - (ii) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - (iii) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
 - (iv) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (v) notify the Customer without undue delay on becoming aware of a personal data breach;
 - (vi) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by law to store the personal data;
 - (vii) maintain complete and accurate records and information to demonstrate its compliance with this clause, and within 21 days of written request, provide the Customer with all information reasonably necessary to demonstrate compliance with its obligations under this clause; and
 - (viii) allow for and contribute to audits, including inspections during normal working hours, by the Customer (or an auditor nominated by the Customer) in relation to the processing of the personal data by Secure Schools or its sub-processors, provided Secure Schools is given reasonable notice of such audits and inspections.
- (c) The Customer authorises Secure Schools to transfer personal data to any country or territory outside of the United Kingdom as reasonably necessary for the provision of the Services, provided that Secure Schools complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred.
- (d) As regards sub-processors:

- (i) Secure Schools may continue to use sub-processors already engaged by it as at the date of this Agreement. Details of the current sub-processors are available at <https://www.secureschools.com/security/subprocessors/>. Secure Schools confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business; and
- (ii) Secure Schools may appoint additional or replacement sub-processors after the date of this Agreement, provided that such sub-processors are appointed in accordance with one or more of the following criteria:
 - (A) the arrangement between Secure Schools and the Sub-Processor is governed by a contract including terms which offer at least the same level of protection for the Personal Data as those set out in this Agreement,
 - (B) the sub-processor hosts data within the UK, EEA, a country with an adequacy decision or the USA (whilst under SCCs),
 - (C) the sub-processor holds a valid security accreditation. Including (but not limited to); ISO27001, Cyber Essentials Plus or SOC 2
- (iii) In all other cases, Secure Schools shall give the Customer prior written notice of the appointment of any new sub-processor, and if the Customer objects to such appointment within 7 days of such notice, Secure Schools may not appoint such sub-processor without the consent of the Customer.

10. DISCLAIMERS

- 10.1 The Platform's performance of actions initiated by Customer may irrevocably modify and/or delete Customer Data. CUSTOMER ACKNOWLEDGES AND AGREES THAT SECURE SCHOOLS IS NOT RESPONSIBLE FOR THE LOSS OR MODIFICATION OF ANY CUSTOMER DATA AS A RESULT OF CUSTOMER-INITIATED ACTIONS AND THAT CUSTOMER'S USE OF THE PLATFORM IS AT CUSTOMER'S OWN RISK.
- 10.2 TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICES, PLATFORM SPECIFICATION, MATERIALS, AND/OR OTHER INFORMATION OBTAINED BY THE CUSTOMER THROUGH THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND MADE BY SECURE SCHOOLS. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SECURE SCHOOLS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DATA LOSS, AND NON-INFRINGEMENT.
- 10.3 Secure Schools:
 - (a) DOES NOT WARRANT THAT: THE CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; THE SERVICES, PLATFORM SPECIFICATION, MATERIALS AND/OR OTHER INFORMATION OBTAINED BY THE CUSTOMER THROUGH THE SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS; THE PLATFORM OR THE SERVICES WILL BE FREE FROM VULNERABILITIES

OR VIRUSES; OR THE INFORMATION CONTAINED IN THE SERVICES, PLATFORM OR PLATFORM SPECIFICATION IS ACCURATE, UP TO DATE, RELIABLE, TIMELY, TRUTHFUL OR COMPLETE;

- (b) CANNOT GUARANTEE THE ACCURACY OR COMPLETENESS OF CUSTOMER DATA AND MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO CUSTOMER DATA;
- (c) DOES NOT WARRANT THAT THE USE OF ANY OR ALL OF THE SERVICES WILL SATISFY ANY REQUIREMENT OF THE CUSTOMER'S INSURANCE PROVIDER(S), OR SATISFY ANY REQUIREMENT OF THE RISK PROTECTION ARRANGEMENT FOR SCHOOLS;
- (d) DOES NOT WARRANT OR GUARANTEE THAT THE CUSTOMER WILL BE FREE FROM ATTACKS, BREACHES AND FAILURES AS A RESULT OF USING THE SERVICES; AND
- (e) IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET, AND THE CUSTOMER ACKNOWLEDGES THAT THE SERVICES AND PLATFORM SPECIFICATION MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

10.4 This Agreement shall not prevent Secure Schools from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

10.5 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Secure Schools shall be for Secure Schools to use reasonable commercial efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Secure Schools in accordance with Secure Schools' customary archiving procedure. Secure Schools shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

11. SECURE SCHOOLS' OBLIGATIONS

11.1 Secure Schools undertakes that the Services will be performed substantially in accordance with the Platform Specification and with reasonable skill and care.

11.2 The undertaking at clause 11.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Secure Schools' instructions, or modification or alteration of the Services by any party other than Secure Schools or Secure Schools' duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Secure Schools will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 11.1.

11.3 Secure Schools:

- (a) does not warrant that:

- (i) the Customer's use of the Services will be uninterrupted or error-free;
 - (ii) the Services, Platform Specification, Materials and/or other information obtained by the Customer through the Services will meet the Customer's requirements; or
 - (iii) the Platform or the Services will be free from vulnerabilities or Viruses;
 - (iv) the information contained in the Platform or Platform Specification is accurate, up to date or complete;
 - (b) does not warrant that the use of any or all of the Services will satisfy any requirement of the Customer's insurance provider(s), or satisfy any requirement of the risk protection arrangement for schools;
 - (c) does not warrant or guarantee that the Customer will be free from attacks, breaches and failures as a result of using the Services;
 - (d) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Platform Specification may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 11.4 Secure Schools will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the Order Details; however, time shall not be of the essence in the performance of our obligations.
- 11.5 This Agreement shall not prevent Secure Schools from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 11.6 Secure Schools warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 11.7 Secure Schools shall follow its archiving procedures for Customer Data as applied by Secure Schools in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Secure Schools shall be for Secure Schools to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Secure Schools in accordance with Secure Schools' customary archiving procedure. Secure Schools shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Secure Schools to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).
- 11.8 Secure Schools can make changes to the Services which are necessary to comply with any applicable law or safety requirement, and will notify the Customer if this is necessary.

12. CUSTOMER'S OBLIGATIONS

12.1 The Customer shall:

- (a) provide Secure Schools with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by Secure Schools;in order to provide the Services;
- (b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Secure Schools may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) comply with, and ensure that the Authorised Users comply with, any terms of use for the Secure Schools website or Platform applicable from time to time and shall be responsible for any Authorised User's breach of this Agreement;
- (e) ensure that the Authorised Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- (f) obtain and shall maintain all necessary licences, consents, and permissions necessary for Secure Schools, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services. If the Customer does not comply with this clause 12.1(f), Secure Schools may terminate the Services. Secure Schools shall not be liable for any delay or failure to provide the Services if this is caused by the Customer's failure to comply with this clause 12.1(f);
- (g) ensure that its network and systems comply with the relevant specifications provided by Secure Schools from time to time; and
- (h) 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 Secure Schools' 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.
- (i) cause Authorised Users to use all reasonable efforts to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Secure Schools;
- (j) and shall cause Authorised Users to (a) not to allow an Authorised User Account to be used by more than one individual Authorised User, (b) keep a secure password for each Authorised User Account, and (c)

take reasonable steps to adequately secure and keep confidential any Authorised User Account passwords or credentials, and any information accessible via the Authorised User Account. If the Customer believes or suspects that an Authorised User Account has, or passwords or credentials for an Authorised User Account have been disclosed to, accessed by, or compromised by unauthorised persons, the Customer must immediately notify Secure Schools. Secure Schools reserves the right to prevent access to the Services if Secure Schools has reason to believe that an Authorised User Account or passwords or credentials for an Authorised User Account have been compromised.

12.2 The Customer accepts and agrees to the following:

- (a) the Customer is and at all times remains fully responsible for the Customer's Network and its digital infrastructure generally (including without limitation their confidentiality, integrity, availability and resilience);
- (b) any Vulnerability Assessment, scanning or audit is based only on sampling, and can only look at the condition of the Customer's Network at the time it is undertaken. It is not possible to review everything and there will always be parts or areas of the Customer's Network which are not reviewed; and
- (c) any management information and Materials provided as part of the Services, are for guidance only, and are intended to help to improve the Customer's cyber security. Secure Schools does not guarantee that the Customer will be free from attacks, breaches and failures.

12.3 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

12.4 The Customer shall defend, indemnify and hold harmless Secure Schools against claims, actions, proceedings, losses, liabilities, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's breach of this Agreement or use of the Services and/or Platform Specification in breach of this Agreement.

13. CHARGES AND PAYMENT

13.1 The Fees for the Services are set out in the Order Details.

13.2 The Customer shall pay the Fees to Secure Schools as follows (unless agreed otherwise in the Order Details or in writing between Secure Schools and the Customer):

- (a) the Fees for the Initial Period shall be due on or before the Live Date. Secure Schools shall not be required to make the Services available unless and until the Fees for the Initial Period have been paid; and
- (b) Secure Schools shall issue an invoice for the Fees for each Renewal Period not more than 3 months before the commencement for that Renewal Period, and the Fees shall be payable within 30 days of the date of the invoice.

13.3 Time for payment shall be of the essence of the Agreement.

- 13.4 If the Customer does not pay within the period set out above, Secure Schools may suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, the Customer.
- 13.5 Secure Schools may vary the Fees for each Renewal Period by giving the Customer not less than 4 months notice of the variation, unless agreed otherwise in the Order Details.
- 13.6 Secure Schools may on an annual basis with effect from each anniversary of the Effective Date increase the Fees in line with the Consumer Price Index in the preceding 12-month period.
- 13.7 In addition to the Fees, Secure Schools can recover from the Customer a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.
- 13.8 The Customer must pay us for any additional services provided by us that are not specified in the Order Details in accordance with our then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between us.
- 13.9 If Secure Schools has not received payment of the relevant Fees by the due date, without prejudice to any other rights and remedies of Secure Schools:
- (a) Secure Schools may, without liability to the Customer, disable the Customer's and its Authorised Users' password, account and access to all or part of the Services and Secure Schools shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the Bank of England base rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 13.10 All amounts and fees stated or referred to in this Agreement:
- (a) shall be payable in pounds sterling unless otherwise agreed in writing between the parties;
 - (b) are non-cancellable and non-refundable;
 - (c) are exclusive of value added tax, which shall be added to Secure School's invoice(s) at the appropriate rate.
- 13.11 Receipts for payment will be issued by Secure Schools only at the request of the Customer.
- 13.12 All payments due under this Agreement must be made in full without any deduction or withholding except as required by law and neither party can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

14. CANCELLATION AND AMENDMENT

- 14.1 Secure Schools can withdraw, cancel or amend a quotation if it has not been accepted by the Customer, or if the Services have not started, within a period of 14 days from the date of the quotation, (unless the quotation has been withdrawn).
- 14.2 Secure Schools or the Customer can cancel an order for any reason prior to the Customer's acceptance (or rejection) of the quotation.
- 14.3 If the Customer wants to amend any details of the Services they must inform Secure Schools in writing as soon as possible. Secure Schools will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to the Customer.
- 14.4 Where a Customer wishes to reschedule a pre-booked service date, the following provisions shall apply:
- (a) **Notice Requirement:** The Customer must provide a minimum of thirty (30) days' written notice of any requested change to a scheduled service date.
 - (b) **No Assumption of Availability:** While Secure Schools will use reasonable endeavours to accommodate changes to dates, the Customer acknowledges that alternative dates are not automatically available and that any rescheduling is subject to availability and operational capacity.
 - (c) **Third Party Commitment Charges:** Where Secure Schools has entered into chargeable commitments with third-party service providers in connection with the original service date, and such commitments cannot be cancelled or modified without cost, the Customer shall be liable for and shall indemnify Secure Schools against all costs, charges, and expenses arising from such third party commitments.
 - (d) **Right to Charge:** Secure Schools reserves the right to charge the Customer for any costs incurred as a result of the date change, including but not limited to cancellation fees, rebooking charges, and any additional expenses arising from third party service provider commitments.
 - (e) **Payment Terms:** Any charges arising under this clause shall be payable within thirty (30) days of invoice and shall be in addition to the original Fees.
- 14.5 If, due to circumstances beyond Secure Schools' control, including those set out in clause 21 (Force Majeure), Secure Schools have to make any change in the Services or how they are provided, Secure Schools will notify the Customer immediately. Secure Schools will use reasonable endeavours to keep any such changes to a minimum.

15. PROPRIETARY RIGHTS

- 15.1 The Customer acknowledges and agrees that Secure Schools and/or its licensors own all intellectual property rights in the Services (including the Materials), the Platform Specification, and any other materials produced in the course of providing the Services. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services (including the Platform and Materials) or the Platform Specification. Secure Schools reserves the right to take any appropriate

action to restrain or prevent the infringement of such intellectual property rights.

15.2 The Customer shall not:

- (a) 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:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform and/or Platform Specification (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or
- (b) access all or any part of the Services and Platform Specification in order to build a product or service which competes with the Services and/or the Platform Specification; or
- (c) use the Materials for any purpose other than the purpose for which they were provided to the Customer, or distribute the Materials (or any variation of them) to any other school, educational establishment or third party. Without limitation to the foregoing, where the Customer owns or operates more than one school or establishment, it shall only permit those schools or establishments named in the Order Details to use the Materials.

15.3 Secure Schools confirms that it has all the rights in relation to the Services and the Platform Specification that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

15.4 Secure Schools does not claim any ownership rights in any Customer Data and nothing in this Agreement will be deemed to restrict any rights that the Customer may have to use and exploit Customer Data to the extent the Customer has the authority to do so. However, by making any Customer Data available through the Services, the Customer hereby grants to Secure Schools an irrevocable, perpetual, non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, publicly display, publicly perform, and distribute Customer Data in connection with operating and providing the Platform and the Services. The Customer is solely responsible for all Customer Data. The Customer represents and warrants that the Customer owns all Customer Data or the Customer has all rights that are necessary to provide the Customer Data to Secure Schools and grant Secure Schools the license rights in Customer Data under this Agreement. Secure Schools may retain copies of Customer Data as necessary to comply with legal or regulatory requirements, and its internal compliance and record retention policies and procedures.

15.5 Any feedback, comments, and suggestions User may provide for improvements to the Services ("**Feedback**") is given entirely voluntarily and Secure Schools will be free to use, disclose, reproduce, license, or otherwise distribute and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind. Feedback includes any feedback, however provided.

- 15.6 The Customer shall own all right, title and interest in and to all of the Customer Data that is not Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

16. USE OF MATERIALS

- 16.1 The Materials (and any variation of them) shall belong to Secure Schools.
- 16.2 The Customer shall only use the Materials for the purpose for which they are supplied by Secure Schools.
- 16.3 The Customer may modify any Materials provided for its own use, but:
- (a) Secure Schools shall have no liability or responsibility for any such modifications or the effect of those modifications on the correctness or adequacy of the Materials; and
 - (b) where the Materials are amended by the Customer, this may result in other aspects of the Services not performing as intended, and Secure Schools shall not be responsible or liable for any defects in the Services caused by modifications made to the Materials by the Customer.
- 16.4 Certain Materials supplied to the Customer are tailored to the Customer's needs, based upon information and responses provided by the Customer. The Customer must provide complete and accurate information in the Platform, and Secure Schools are not liable or responsible for any defects or errors in the Materials to the extent they result from inaccurate or incomplete information provided by the Customer.
- 16.5 Although Secure Schools endeavours to ensure the Materials are suitable for the Customer's requirements (based on the information provided by the Customer within the Platform), Secure Schools does not warrant or represent that the Materials are suitable for the Customer's requirements, and it is the responsibility of the Customer to ensure that the Materials are relevant to the Customer, are suitable for its requirements, and are fit for their intended purpose.

17. MODULE SPECIFIC TERMS

- 17.1 The terms in this clause 17 apply to specific modules of the Services, where these are included within the Services provided to the Customer.

Policy Builder

- 17.2 The following terms shall apply where the Customer subscribes for Policy Builder:
- (a) Where Secure Schools provides access to a Customer to a library of cyber security document templates through the Platform, Secure Schools is not responsible for the content, or ongoing maintenance of the templates, or the accuracy of the information which are the responsibility of the Customer. The Customer must review all such templates, and take legal advice, on its own behalf as needed.
 - (b) Secure Schools is not responsible for, and shall have no liability in respect of, any omissions or inaccuracy in the information provided.

- (c) The Customer is responsible for determining whether they are required to hold any such cyber security policies in its organisation, completing all necessary information and requirements of any such policies including but not limited to compliance with the policies, keeping any policies under review and up to date and implementing measures and safeguards to mitigate any identified risks.

Cyber Security Audit

17.3 The following terms shall apply where the Customer subscribes for the Cyber Security Audit module:

- (a) the Customer shall ensure that all information provided to Secure Schools for the purpose of Secure Schools conducting the cybersecurity audit is complete and accurate in all respects. Secure Schools shall have no liability for any errors or omissions in the audit report to the extent caused by the provision of inaccurate or incomplete information by the Customer;
- (b) the audit and recommendations provided by Secure Schools are provided as at the date of the report, and Secure Schools shall have no obligation to update the audit report unless and until Secure Schools is engaged to conduct a further audit;
- (c) Secure Schools will only conduct an audit on schools, items and areas within the agreed scope and only during the reporting period as defined within the audit report (the **Scope**). Secure Schools shall not be responsible for identifying vulnerabilities that are outside of the Scope.
- (d) For the avoidance of doubt, should the Customer require any additional third-party involvement in the audit process, Secure Schools shall not be liable for any costs associated with such third-party involvement.

External and Internal Vulnerability Assessments

17.4 The following terms shall apply where the Customer subscribes for the External Vulnerability Assessment and/or Internal Vulnerability Assessment modules:

- (a) the Customer authorises Secure Schools to access and take control of any part of the Customer's Network, including all hardware and software included on such network, for the purpose of performing a Vulnerability Assessment. The Customer must notify Secure Schools in writing of any part of its network that Secure Schools should not attempt to access. The Customer must also notify Secure Schools in writing from time to time of its correct IP address which shall be subject to such Vulnerability Assessments. For the avoidance of doubt, the Customer must notify Secure Schools as a matter of urgency if their IP address has changed to prevent any delays in Secure Schools providing any Vulnerability Assessments, and Secure Schools shall not be liable for any delays caused by such issues with the Customer providing any incorrect IP address, or not updating Secure Schools;
- (b) the Customer shall obtain all necessary consents and permissions to allow Secure Schools to conduct the relevant Vulnerability Assessments, including any consents and permissions needed from third parties to allow Secure Schools to seek to access hardware or software hosted or controlled by those third parties;

- (c) the Customer shall indemnify Secure Schools against all costs, claims, damages, liabilities, losses and expenses (including professional fees) incurred by Secure Schools as a result of or in connection with a Vulnerability Assessment conducted by Secure Schools as part of the Services including where the Customer has given incorrect information (or failed to update such information) to Secure Schools such as an incorrect IP address (except to the extent caused by Secure School's own negligence or wilful misconduct);
- (d) the Customer acknowledges and accepts that a Vulnerability Assessment may cause damage to the Customer's Network and devices, including loss of data and network downtime. The Customer accepts the risk of such damage, and agrees that Secure Schools shall have no liability for any loss or damage whatsoever suffered by the Customer arising out of the performance of a Vulnerability Assessment unless caused by the negligence or wilful misconduct of Secure Schools; and
- (e) where a dedicated server is established within the Customer's Network from which to operate the tools necessary to conduct a Vulnerability Assessment, the Customer shall be responsible for decommissioning the server and removing all tools and scripts from the Customer's Network after completion of the Vulnerability Assessment.
- (f) For the avoidance of doubt, Secure Schools shall not be liable for any additional costs incurred by the Customer in preparation for the External Vulnerability Assessment and/or Internal Vulnerability Assessment.

Phishing Simulation

17.5 The following terms shall apply where the Customer subscribes for the Phishing Simulation module:

- (a) Secure Schools will recommend the potential content for emails and communications to users, but the Customer is responsible for the selection of content appropriate to the make-up of its user base;
- (b) the Customer shall obtain the permission of any person who is impersonated by Secure Schools for the purpose of conducting the phishing simulation; and
- (c) the Customer shall indemnify Secure Schools against all costs, claims, damages, liabilities, losses and expenses (including professional fees) incurred by Secure Schools as a result of or connection with a phishing simulation exercise conducted by Secure Schools as part of the Services (except to the extent caused by Secure School's own negligence or wilful misconduct).

Training

17.6 The following terms shall apply where the Customer subscribes for the Training module:

- (a) The Customer must ensure that Authorised Users use the Training module on an individual basis, and that each Authorised User accesses the Training module and completes training assessments using their own unique user account. Where any individual accesses training through another Authorised User's account, Secure Schools cannot

confirm whether that individual has successfully received or completed any training.

- (b) The Training module provides a link to the National Cyber Security Centre's own training resources and assessments. Secure Schools does not charge a fee for accessing these resources, and is not responsible for the content of these resources or for ensuring that an Authorised User has properly completed the relevant training using them.

18. CONFIDENTIALITY

- 18.1 Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, assets, affairs, staff, students, Authorised Users, Customer Data, clients or suppliers of the other party, except as permitted by Clause 18.2.
- 18.2 Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 18; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 18.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

19. LIMITATION OF LIABILITY AND INDEMNITY

- 19.1 The Customer shall defend, indemnify and hold harmless Secure Schools from and against any claims, demands, disputes, actions, proceedings, losses, liabilities, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with: (a) the Customer's breach of this Agreement or access or use of the Services and/or Platform Specification in breach of this Agreement; (b) Customer Data; (c) Customer's violation or alleged violation of this Agreement; (d) Customer's violation or alleged violation of any third party right, including without limitation, any right of privacy or publicity, or any right provided by any labor or employment law, rule, or regulation, or any intellectual property or proprietary right; (e) Customer's violation or alleged violation of any applicable law, rule, or regulation, including, but not limited to, wage and hour laws; (f) Customer's negligence, fraudulent activity, or willful misconduct; (g) Secure School's use of or reliance on information or data furnished by Customer, Authorised User, an employee or independent contractor of Customer, or otherwise in connection with this Agreement; (h) actions or activities that Secure School undertakes in connection with the Services or this Agreement at the direct request or instruction of anyone that Secure Schools reasonably believes to be Customer or an Authorised User (each such action or activity, a **"Requested Action"**); (i) Secure School's use of or reliance on information or data resulting from such Requested Actions; or (j)

Customer's failure, or the failure of any Authorised User, to properly follow Secure School's instructions with respect to the Services.

- 19.2 Except as expressly and specifically provided in this Agreement the Customer assumes sole responsibility for use of the Services and the Platform Specification. Secure Schools shall have no liability for any damage caused by:
- (i) the Customer using the Services;
 - (ii) errors or omissions in any information, instructions or scripts provided to Secure Schools by the Customer in connection with the Services (including errors in Customer Data);
 - (iii) any actions taken by Secure Schools at the Customer's direction;
 - (iv) any errors or omissions in any information contained within the Platform Specification or the Platform;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- (c) the Services and the Platform Specification are provided to the Customer on an "as is" basis.
- 19.3 Without limiting any other provision of this Agreement, the Customer shall be fully liable for all losses, damages, costs, and expenses incurred by Secure Schools as a result of:
- (a) Any security breach caused by or contributed to by the Customer's failure to adequately protect Customer account information;
 - (b) The Customer's failure to implement any security measures recommended or required by Secure Schools;
 - (c) Compromised email accounts, user credentials, or other access methods within the Customer's control;
 - (d) Any unauthorised access to the Customer's Secure Schools account resulting from the Customer's breach of the security obligations in this Agreement; and
 - (e) Any security breach that could have been prevented by implementing 2FA if the Customer has opted out of using 2FA.
- 19.4 The Customer's liability under clause 19.3 includes, but is not limited to:
- (a) The full value of any Services or Products fraudulently obtained or misused;
 - (b) Administrative costs incurred by Secure Schools in addressing the security breach;
 - (c) Costs of notifying affected third parties;
 - (d) Legal costs incurred by Secure Schools; and
 - (e) Reputational damage to Secure Schools.
- 19.5 The Customer acknowledges that monetary damages may not be a sufficient remedy for unauthorised disclosure of confidential information or security breaches, and that Secure Schools shall be entitled to seek injunctive relief in addition to all other remedies available at law or equity.
- 19.6 Nothing in this Agreement excludes the liability of Secure Schools:
- (a) for death or personal injury caused by Secure Schools' negligence; or

(b) for fraud or fraudulent misrepresentation.

- 19.7 EXCEPT AS PROVIDED BY APPLICABLE LAW, SECURE SCHOOLS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICES, OR CUSTOMER DATA, WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SECURE SCHOOLS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO USER.
- 19.8 Secure Schools's total aggregate liability in contract (including in respect of any indemnity given in this agreement), 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 during the 12 months immediately preceding the date on which the claim arose.
- 19.9 The Customer must indemnify Secure Schools against all damages, costs, claims and expenses arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Customer or the Customer's agents or employees.
- 19.10 The Customer agrees the limitations of liability in this clause 19 are reasonable.
- 19.11 Nothing in this Agreement excludes the liability of the Customer for any breach, infringement or misappropriation of Secure Schools' Intellectual Property Rights.
- 19.12 If Customer becomes aware of, or reasonably should have been aware of, any facts, issues, information, or circumstances which are reasonably likely, whether alone or in combination with any other facts, issues, information, or circumstances, to lead to a claim against Secure Schools or Customer in connection with this Agreement, Customer must use reasonable efforts to mitigate any loss that may give rise to such a claim.

20. TERM AND TERMINATION

- 20.1 Unless agreed in writing otherwise between Secure Schools and the Customer, this Agreement shall, unless otherwise terminated as provided in this clause 20, commence on the Effective Date and shall continue for the Initial Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:
- (a) either party notifies the other party of termination, in writing, at least 3 months before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or
 - (b) otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

- 20.2 Where the Customer places, or has placed, Additional Orders, the subscription term for the services provided under the Additional Orders shall be determined by the agreement relating to those Additional Orders, and there shall be no merging of the term for services provided under Additional Orders and the Services provided under the terms of this Agreement.
- 20.3 Where the Customer is receiving a discount on Fees for the Initial Term, any such discount will not be applicable to the Fees for any Renewal Period, which shall be charged at the usual rate.
- 20.4 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 fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 10 Business Days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any other term 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;
 - (c) 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;
 - (d) the other party is subject to an Insolvency Event;
 - (e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - (f) the terminating party lawfully terminates any other agreement between the parties relating to the Customer's licence to use the Platform.
- 20.5 For the purposes of clause 20.4(b), a **material breach** shall include any breach of clauses 2 (*Licence*) or 15.2 (*Proprietary Rights*).
- 20.6 On termination of this Agreement for any reason:
- (a) all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Platform Specification, except that the Customer may be permitted to retain access to any free-to-access areas of the Platform.
 - (b) the Customer's right to use the Materials shall immediately terminate. The Customer shall destroy all copies of the Materials in its possession or control, and shall (on request) provide a written statement signed by an officer of the Customer confirming the Customer's full compliance with this clause;
 - (c) each party shall return and make no further use of any equipment, property, Platform Specification and other items (and all copies of them) belonging to the other party;

- (d) Secure Schools may destroy or otherwise dispose of any of the Customer Data in its possession, and the Customer shall have no right to access the Materials or Customer Data stored on the Platform;
- (e) 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 the agreement which existed at or before the date of termination shall not be affected or prejudiced.

21. **FORCE MAJEURE**

- 21.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (provided that this shall not apply to any obligation of the Customer to pay the Fees or other sums due under this Agreement). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.
- 21.2 For the avoidance of doubt, security breaches resulting from the Customer's failure to comply with security obligations under this Agreement shall not be considered a Force Majeure event, regardless of whether such breaches involve third-party attacks or malicious actions.

22. **GENERAL**

- 22.1 **Authority:** the Customer shall ensure that any person approving this Agreement or any other document or terms relating to the Services, has authority to enter into the Agreement, document or terms on behalf of the Customer. Secure Schools are entitled to rely upon such person having sufficient authority to bind the Customer, and shall not be required to otherwise confirm or validate the authority of any such person.
- 22.2 **Conflict:** If there is an inconsistency between any of the provisions in this Agreement and the Order Details, the provisions in the Order Details shall prevail.
- 22.3 **Variation:**
 - (a) Secure Schools may vary the terms of this Agreement at any time. By continuing to use the Platform and or Services after any variation to the Agreement, the Customer agrees to be bound by the terms of the Agreement.
- 22.4 **Waiver**
 - (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
 - (b) 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, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

- 22.5 **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.
- 22.6 **Entire agreement**
- (a) This Agreement, and the other agreements referred to in it, constitute 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.
 - (b) 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.
 - (c) Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
 - (d) Nothing in this clause shall limit or exclude any liability for fraud.
- 22.7 **Assignment**
- (a) Except as set out in clause (b) below, neither the Customer nor Secure Schools shall, without the prior written consent of the other, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
 - (b) Secure Schools may at any time assign, transfer, charge, novate, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement to any member of its Group. For these purposes, **Group** shall mean any subsidiary undertaking of Secure Schools, parent undertaking of Secure Schools, or subsidiary undertaking of such parent undertaking (as those terms are defined in s1161 & 1162 Companies Act 2006).
- 22.8 **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.
- 22.9 **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.
- 22.10 **Notices**
- (a) Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company or corporate body) or its principal place of business (in any other case); or
 - (ii) sent by a message within the Platform messaging service;

- (iii) sent by email to the addresses for service given in the Order Details (in the case of a notice to the Customer) or to accounts@secureschools.com (in the case of a notice to Secure Schools).
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by email, at the time of transmission.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22.11 **Governing Law and Jurisdiction**

- (a) 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.
- (b) 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).