

“Studios” / “we” / “us”	STUDIOUS DIGITAL EDUCATION LIMITED incorporated and registered in England and Wales with company number 12018585 whose registered office is at The Enterprise Centre, University of East Anglia, Norwich NR4 7TJ.	
“Client” / “you”:	Company Name:	
	Company Number:	
	Registered Address:	

This Master Services Agreement is subject to the terms set out in this Cover Sheet and the Schedules incorporated below (collectively the **“Agreement”**), which both Studios and the Client agree to observe.

For ease of reference, this Agreement is comprised of several elements that you should be aware of:

- The core legal terms are contained in Schedule 1. These terms share common elements across all of Studios’ Services.
- The Schedule 1 terms are supplemented with further legal terms for each Service type. These are separated into Service Schedules.
- Statement of Works will set out the applicable commercial terms e.g. the fees and the duration of any licences.

Number	Title	Cross box to incorporate
Schedule 1	General Terms	☒
Schedule 2	Definitions	☒
Schedule 3	Annual Collection Licence	☐
Schedule 4	Collection Development Licence	☐
Schedule 5	Bespoke Courses	☐
Schedule 6	Bespoke Media	☐
Schedule 7	EdTech Applications	☐
Schedule 8	Client Specific Terms	☐

IN WITNESS WHEREOF this Agreement has been executed by the duly authorised representatives of the parties on the date below.

Signed by (name):)
for and on behalf of **STUDIOUS DIGITAL EDUCATION LIMITED**: Date:

Signed by (name):)
for and on behalf of the **CLIENT**: Date:

SCHEDULE 1: GENERAL TERMS

1. BASIS OF CONTRACT

- 1.1. This Agreement will be deemed to be accepted by the Client and will be effective on the earlier of:
 - 1.1.1. the Client signing the cover sheet of this Agreement;
 - 1.1.2. the Client using any of the Services after receipt of this Agreement; or
 - 1.1.3. (where there is an existing agreement between the parties relating to the subject matter of this Agreement) 30 days after the Client’s receipt of this Agreement without the Client notifying Studios of any objections thereto, on which date this Agreement will come into existence (**“Start Date”**).
- 1.2. Any Service Schedule(s) will be effective on the earlier of:
 - 1.2.1. the parties marking a cross in the relevant Service Schedule box on the Cover Sheet of this Agreement. If this occurs after the Start Date, each party will insert its authorised representatives’ initials and the date at the right hand side of the relevant Service Schedule box; or
 - 1.2.2. the Client using a Service that corresponds with the relevant Service Schedule, on which date such Service Schedule(s) will be incorporated into this Agreement and will continue in force until terminated in accordance with the terms of this Agreement.
- 1.3. In the event of conflict between any part of this Agreement and/or any ancillary documents, the conflicting terms will take precedence in descending order of priority as follows:
 - 1.3.1. any Statement of Work (the most recent version taking priority over previous versions);
 - 1.3.2. any Client Specific Terms & Conditions (Schedule 8);
 - 1.3.3. any DPA;

- 1.3.4. the Service Schedules, in descending order of appearance in this Agreement;
 - 1.3.5. the Standard Terms & Conditions (Schedule 1); and
 - 1.3.6. Schedule 2 (Definitions).
- 1.4. This Agreement will apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are contained in, or referred to in, the Client's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
- 1.5. Subject to clauses 11.2 and 11.3, the Client acknowledges that this Agreement will apply to all current and future dealings between the parties relating to its subject matter.
- 1.6. In this Agreement, unless the context requires otherwise, the following provisions apply:
- 1.6.1. any capitalised terms in this Agreement will have the meaning set out in Schedule 2 (Definitions) or alternatively within the body of this Agreement, unless otherwise stated;
 - 1.6.2. any clauses or paragraphs referred to in a Schedule to this Agreement is to a clause or paragraph within that Schedule unless otherwise stated;
 - 1.6.3. clause headings are for reference purposes only and shall not affect the interpretation of the clause;
 - 1.6.4. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - 1.6.5. the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - 1.6.6. a reference to 'writing' or 'written' includes email unless stated otherwise, but excludes faxes.

2. GENERAL OBLIGATIONS

- 2.1. We will provide the Services to you using reasonable care and skill and we will use reasonable efforts to make available or deliver any Content to you in accordance with the applicable Statement of Work.
- 2.2. We will use reasonable efforts to complete the Services within any timeframe agreed with you, but for the avoidance of doubt, time shall not be 'of the essence' for the performance of the Services.
- 2.3. From time to time we may request that you provide us with certain Client Materials, further information or assistance to enable us to fully perform the Services and you agree that this will promptly be provided to us.
- 2.4. You must ensure the accuracy of all such Client Materials or information provided to us. If we are unable to perform our obligations to you under this Agreement because we have been prevented or delayed by you, such as your failure to do something requested of you, we will not be liable for any delays which may occur in the provision of the Services.
- 2.5. You will be responsible for obtaining all licences and permissions in the Client Materials which we may need in order to fully perform the Services. You hereby confirm that you have all the necessary rights and ownership in the Client Materials to permit us to use them for the provision of the Services without infringing any third party Intellectual Property Rights.
- 2.6. Where any part of the Services are to be performed by Studios at the Client's premises or any third party location, the Client is responsible for arranging any insurance against any loss or damage that may arise and ensuring that such premises are in a suitable condition for the provision of the Services (including the right to film at any locations (where applicable)).
- 2.7. You will check that the terms of each Statement of Work and any other information provided to us is correct and accurately reflects your requirements.
- 2.8. The Services are provided to you only, and you may not resell the Services to any third party.
- 2.9. You warrant that you have the legal right and authority to enter into and adhere to the terms of this Agreement.

3. USE OF THE STUDIOUS SYSTEMS

- 3.1. Except as expressly set out in this Agreement you will not (and must ensure that your officers, employees, agents and contractors will not):
 - 3.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, display, transmit, or distribute all or any portion of the Studios Systems in any form or media or by any means;
 - 3.1.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Studios Systems, including its underlying source code;
 - 3.1.3. access all or any part of the Studios Systems or any data contained therein in order to build a product or service which competes with the Studios Systems; and
 - 3.1.4. use the Studios Systems in a way that could damage, disable, overburden, impair or compromise the Studios Systems or security or interfere with other users' use of the Studios Systems.

4. FEES AND PAYMENT

- 4.1. The Client agrees to pay any invoices within 30 days of the date of the relevant invoice.
- 4.2. Where stated in a Statement of Work we may require you to pay a deposit or advance payment for certain Services.
- 4.3. VAT and any expenses to be incurred will be shown separately on all invoices (where applicable).
- 4.4. The Client will not be entitled to set-off, counterclaim, deduct or withhold payment under this Agreement.
- 4.5. If any expenses are required (including travel and accommodation), we will obtain your written consent before we incur such expenses.
- 4.6. If you do not pay an invoice issued to you by the relevant due date, we reserve the right to take the following actions:
 - 4.6.1. charge interest on any outstanding sums from the due date for payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and/or
 - 4.6.2. suspending the Services we provide to you. We will not be liable for any loss of data that may occur in relation to the suspension of the Services.
- 4.7. We may set-off any liability that you may have to us against any liability that we may have to you.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. You will be responsible for obtaining all licences and permissions in the Client Materials which we may need in order to fully perform the Services. You hereby confirm that you have all the necessary rights and ownership in the Client Materials to permit us to use them for the provision of the Services without infringing any third party Intellectual Property Rights.
- 5.2. You hereby grant Studios a non-exclusive, perpetual, irrevocable, transferable, royalty-free, worldwide licence to use the Client Materials solely for use in the provision of the Services and the creation and use of the Content

- 5.3. We will retain all Intellectual Property Rights and other rights in the Content unless otherwise stated in Service Schedule.
- 5.4. All Intellectual Property Rights in the Systems and any other software and/or materials (either in the form of pre-contractual documentation, site documentation or as text, images, research papers or electronically stored code for the manipulation, transmission and presentation of information) developed by us under this Agreement in connection with the Services, including modifications to any software, will remain our property.
- 5.5. The Client will indemnify and keep Studios and its Affiliates, officers, employees, consultants, agents and sub-contractors indemnified, on demand, against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Studios arising out of or in connection with any claim in relation to:
- 5.5.1. the Client Materials infringing a third party's Intellectual Property Rights;
 - 5.5.2. the Client Materials being inaccurate or incomplete;
 - 5.5.3. any use of the Studios Systems by the Client, its Affiliates and/or its officers, employees, consultants, agents, sub-contractors or Students in a manner which breaches the terms of this Agreement or any End User Licence Agreement in force from time to time; or
 - 5.5.4. any liability arising from any material that is obscene, threatening, menacing, offensive, discriminatory, defamatory, in breach of confidence or infringes a third party's intellectual property rights that has been uploaded by the Client, its Affiliates and/or its officers, employees, consultants, agents, sub-contractors or Students to the Studios Systems.
- 5.6. You acknowledge that Studios and its personnel may use any non-confidential details of the Services and the Content (including sharing any analysis or metrics gained from any testing) for a number of purposes, including case studies, publications, exhibitions, competitions and other promotional purposes (such as use in print and on our website). You hereby permit Studios and other associated parties to publish the name and standard logo of the Client for such purposes.

6. CONFIDENTIALITY

- 6.1. Each party ("**Receiving Party**") will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed (either orally, in writing or by demonstration) to the Receiving Party by the other party ("**Disclosing Party**") or its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain ("**Confidential Information**").
- 6.2. In relation to any Confidential Information received from the Disclosing Party or from a third party on behalf of the Disclosing Party, the Disclosing Party and the Receiving Party agree:
- 6.2.1. to treat the Confidential Information in confidence and to use it only for the purpose of discharging the Receiving Party's obligations under this Agreement;
 - 6.2.2. not to disclose the Confidential Information to any third party without the express written permission of the Disclosing Party (except that the Receiving Party may disclose the Confidential Information to its officers, employees, consultants, agents and sub-contractors who need access to the Confidential Information in connection with discharging the Receiving Party's obligations under this Agreement and provided that such officers, employees, consultants, agents and sub-contractors are made aware of the confidential nature of the Confidential Information and are subject to confidentiality obligations at least as onerous as those set out in this Agreement); and
 - 6.2.3. to treat the Confidential Information with the same degree of care and with sufficient protection from unauthorised disclosure as the Receiving Party uses to maintain its own confidential or proprietary information.
- 6.3. Nothing in this Agreement will prevent the Receiving Party from using or disclosing any Confidential Information which:
- 6.3.1. is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party or any person or entity to whom it makes disclosure;
 - 6.3.2. the Receiving Party can show was: (i) in its possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or (ii) to have been independently developed by the Receiving Party without reference to the Confidential Information;
 - 6.3.3. the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use;
 - 6.3.4. is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
 - 6.3.5. is required by law to be released (e.g. by a court order), provided that, when permitted by the applicable law, the Disclosing Party is given as much prior written notice as possible of such request.
- 6.4. This clause 6 shall survive termination of this Agreement, however arising.

7. DATA PROTECTION

- 7.1. The parties agree to comply with their respective obligations under the applicable Data Protection Laws.
- 7.2. Studios shall process any Student's personal data (where such data is provided to it directly by the relevant Student) in accordance with its Privacy Notice at <https://studious.org.uk/privacy-policy/> (as updated from time to time).
- 7.3. Notwithstanding clause 7.2, where any other personal data is required to be processed pursuant to the Services, the parties agree to negotiate in good faith and enter into a DPA.

8. LIMITATION OF LIABILITY

- 8.1. This clause 8 sets out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other party:
- 8.1.1. arising under or in connection with this Agreement;
 - 8.1.2. in respect of any use made by the Client of the Services and/or the Content or any part of them; and
 - 8.1.3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 8.2. All warranties, conditions and other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
- 8.3. Nothing in this Agreement limits or excludes the liability of either party: (i) for death or personal injury which results from negligence; (ii) for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party; or (iii) under any indemnities in this Agreement or any DPA.
- 8.4. Subject to clause 8.3:

- 8.4.1. neither party will be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information or media or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- 8.4.2. each party's total liability to each other party in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with this Agreement will be limited to the Fees paid or payable for the relevant Services provided to the Client by Studios giving rise to such liability in the preceding 12 months to the claim arising (to be calculated on a pro rata basis where the contract term is less than 12 months).

9. TERMINATION

- 9.1. Each Service shall continue for the period stated in a Statement of Work and each Service may be terminated for convenience where this is provided in a Statement of Work only.
- 9.2. This Agreement will commence on the Start Date and, subject to earlier termination in accordance with this Agreement, will continue for an initial period of three years ("**Initial Term**") and will automatically renew for further successive periods of 12 months (each a "**Renewal Period**") unless and until a party provides the other party with at least three months prior written notice (not to take effect before the end of the Initial Term or the end of the then current Renewal Period).
- 9.3. Without limiting any other rights or remedies, either party ("**Terminating Party**") may terminate this Agreement with immediate effect by providing written notice to the other party ("**Defaulting Party**") on or at any time after the occurrence of any of the events specified below:
 - 9.3.1. a breach by the Defaulting Party of its obligations under this Agreement which (if the breach is capable of remedy) the Defaulting Party has failed to remedy within 14 days after receipt of notice in writing from the Terminating Party requiring the Defaulting Party to do so; or
 - 9.3.2. an event, including (or similar in nature to) the following:
 - a. the Defaulting Party is unable to pay its debts as they fall due;
 - b. the Defaulting Party goes into liquidation either compulsorily (except for the purpose of reconstruction or amalgamation) or voluntarily;
 - c. a receiver is appointed in respect of the whole or any part of the Defaulting Party; or
 - d. a provisional liquidator is appointed to the Defaulting Party or the Defaulting Party enters into a voluntary arrangement or any other composition or compromise with the majority by value of its creditors or has a winding-up order or passes a resolution for the voluntary winding-up or has an administrative receiver appointed or takes steps towards any such event; or
 - 9.3.3. the Defaulting Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 9.4. If this Agreement terminates under clause 9.3:
 - 9.4.1. any Statement of Work in force at the time of termination relating to the terminated Services will automatically terminate;
 - 9.4.2. Studios shall not have any obligation to repay any charges paid by the Client;
 - 9.4.3. notwithstanding any other provision, all charges payable by the Client to Studios under this Agreement or the relevant Service Schedule will become due and payable immediately. This clause is without prejudice to any right by Studios to claim for interest or any other right under this Agreement; and
- 9.5. Termination of this Agreement and/or any Service Schedule will not affect 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 a breach of this Agreement and/or any Service Schedule which existed at, or before, the effective date of termination.
- 9.6. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

10. FORCE MAJEURE

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from circumstances which could not reasonably be contemplated at the time of entering into this Agreement and which are beyond the parties' reasonable control (including, without limitation, acts of God, pandemic, strikes, lock-outs or other industrial disputes (involving the workforce of Studios), failure of a utility service or transport network, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or sub-contractors). If a force majeure event under this clause continues for a period of 30 days or more, either party may terminate this Agreement immediately by providing the other party with written notice.

11. MISCELLANEOUS

- 11.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 11.2. It may be necessary for us to update this Agreement and its terms from time to time. If you continue to use the Services after we have informed you of any amendments or additional terms to the Agreement, you will be deemed to have accepted these changes and they will be incorporated into this Agreement.
- 11.3. Subject to clause 11.2, no variation of this Agreement will be effective unless it is in writing and signed by both parties.
- 11.4. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.
- 11.5. You shall not, without the prior written consent of Studios, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Agreement. Studios may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 11.6. All notices must be in writing and will be deemed given when mailed by registered or certified mail, return receipt requested, to the other party's main business address. Serving notice by email or fax will not be accepted as an effective method of providing notice of a claim under this Agreement.

- 11.7. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 11.8. Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between the parties, make a party the agent of the other party or authorise a party to make or enter into any commitments for or on behalf of the other party.
- 11.9. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 11.10. This Agreement and any Statement of Work may be signed in counterparts. Each signed copy of a document will be deemed to be an original, but all signed copies, when taken together, will constitute one and the same agreement.
- 11.11. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

SCHEDULE 2: DEFINITIONS

1. DEFINITIONS

1.1 In this Agreement, the following definitions apply:

Affiliate	any company which is under common management control of, and of which more than 50% of the shares (or equivalent) are owned by: a party; a subsidiary of that party; its ultimate holding company; or any direct or indirectly owned subsidiary of such ultimate holding company (where "holding company" and "subsidiary" shall be as defined in section 1159 of the Companies Act 2006).
Client Materials	all information, text, graphics, photos, designs, content and materials provided by you to us for use in the provision of the Services.
Collection	a collection of Content, consisting of Track(s), which are published for use by the Client via the Systems.
Content	means any text, graphics, audio, visual (including still visual images) and/or audio-visual material, data, database content or other multimedia content, reports, graphics, artwork, software applications, code, information and material, including metadata, or any other electronic content (including drafts) created or provided by Studios to you in relation to the Services in any media. The term 'Content' shall also include the 'Final Content'.
Contributors	any third party academic sub-contractors of Studios that assist with the creation of Content from time to time.
Data Protection Laws	all applicable data protection and privacy legislation in force from time to time in the United Kingdom, which may include, the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and any other applicable European Union legislation relating to personal data and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
DPA	the Studios Data Processing Agreement or Data Sharing Agreement (as applicable).
End User Licence Agreement	any terms for the use of the Studios Systems that are presented to users of the Studios Systems from time to time.
Fees	any fees payable by you to Studios under this Agreement, as set out in the applicable Statement of Work.
Final Content	the finalised, approved version of any Content.
Intellectual Property Rights	any patents, copyright, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs (whether registered or unregistered) database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights or industrial property rights, in each case whether registered or unregistered and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Ryze	the Studios proprietary software application that is used for the delivery of the Collections to Students.
Services	the services to be provided by Studios to you under this Agreement, as specified in the applicable Service Schedule and/or Statement of Work.
Service Schedule	each of Schedules 3 – 7 (inclusive).
Statement of Work	a document detailing the Services and/or Content to be provided by Studios to you, as agreed by the parties in writing.
Students	the Client's end users of the Content.
Systems	any Studios systems and applications used for providing the Services, including, without limitation, Ryze.
Track	a set portion (which must be a material portion, and is typically a chapter, lesson or micro-lesson) of a Collection.
Updates	improvements, developments, corrections or similar changes to the Content made by Studios.

SCHEDULE 3: ANNUAL COLLECTION LICENCE

1. OVERVIEW

- 1.1. This Service Schedule applies where a licence is provided by Studios to the Client that is provided on the basis of a recurring annual licence fee.
- 1.2. This Service may include some personalised elements to the standard Collection for the Client where this is agreed in a Statement of Work (e.g. local tutor videos or Client materials (such as branding elements)) for an additional fee.

2. OUR OBLIGATIONS

- 2.1. Studios warrants that:
 - 2.1.1. it will use reasonable care and skill to create the Content; and
 - 2.1.2. it will use reasonable efforts to complete the Content for each Track within the timeframe agreed with the Client from time to time.
- 2.2. We shall use our commercially reasonable efforts to review the content of each Track in each Collection from time to time.

3. YOUR OBLIGATIONS

- 3.1. You are responsible for facilitating the Students set-up on Ryze (unless otherwise agreed in a Statement of Work).
- 3.2. You are responsible for investigating any material that is obscene, threatening, menacing, offensive, discriminatory, defamatory, in breach of confidence or infringes a third party's intellectual property rights from Student discussion facilities and forums within Ryze and informing Studios of any inappropriate content that should be removed.

4. INTELLECTUAL PROPERTY

- 4.1. Upon payment of the full Fees, we will grant you a licence for all Intellectual Property Rights in the Content detailed in the applicable Statement of Work on a non-exclusive, revocable, royalty-free, worldwide basis to allow you to make reasonable use of the Content and to make the Content available to Students (without any further rights of transfer or sub-licence) for the duration of the applicable Statement of Work.

SCHEDULE 4: COLLECTION DEVELOPMENT LICENCE

1. OVERVIEW

- 1.1. This Service Schedule applies where the Client receives a perpetual licence for a Collection for a one-off up-front licence fee.
- 1.2. Notwithstanding the perpetual nature of this licence, the Client will be required to pay a maintenance fee in relation to the hosting of the Collection by Studios on behalf of the Client.
- 1.3. This Service may include some personalised elements to the standard Collection for the Client where this is agreed in a Statement of Work (e.g. local tutor videos or Client materials (such as branding elements)) for an additional fee.

2. OUR OBLIGATIONS

- 2.1. Studios warrants that:
 - 2.1.1. it will use reasonable care and skill to create the Content; and
 - 2.1.2. it will use reasonable efforts to complete the Content for each Track within the timeframe agreed with the Client from time to time.
- 2.2. We shall use our commercially reasonable efforts to review the content of each Track in each Collection from time to time.

3. YOUR OBLIGATIONS

- 3.1. You are responsible for facilitating the Students set-up on Ryze (unless otherwise agreed in a Statement of Work).
- 3.2. You are responsible for investigating any material that is obscene, threatening, menacing, offensive, discriminatory, defamatory, in breach of confidence or infringes a third party's intellectual property rights from Student discussion facilities and forums within Ryze and informing Studios of any inappropriate content that should be removed.

4. INTELLECTUAL PROPERTY

- 4.1. Upon payment of the full Fees, we will grant you a licence for all Intellectual Property Rights in the Content detailed in the applicable Statement of Work on a non-exclusive, perpetual, irrevocable, non-transferable, royalty-free, worldwide basis to allow you to make reasonable use of the Content and to make the Content available to Students (without any further rights of transfer or sub-licence).

SCHEDULE 5: BESPOKE COURSES

1. OVERVIEW

- 1.1. This Service Schedule applies where the Client commissions Studios to create and deliver a bespoke Collection.
- 1.2. This Service will include exclusive content where the Client provides Studios with any Client Materials to embed into its Systems or if the Client commissions Studios to create exclusive Content.
- 1.3. Notwithstanding the perpetual nature of this licence, the Client will be required to pay a maintenance fee in relation to the hosting of the bespoke Collection by Studios on behalf of the Client.

2. OUR OBLIGATIONS

- 2.1. Studios warrants that:
 - 2.1.1. it will use reasonable care and skill to create the Content; and
 - 2.1.2. it will use reasonable efforts to complete the Content for each Track within the timeframe agreed with the Client from time to time.
- 2.2. We shall use our commercially reasonable efforts to review the content of each Track in each Collection from time to time.

3. YOUR OBLIGATIONS

- 3.1. You are responsible for facilitating the Students set-up on Ryze (unless otherwise agreed in a Statement of Work).

- 3.2. You are responsible for investigating any material that is obscene, threatening, menacing, offensive, discriminatory, defamatory, in breach of confidence or infringes a third party's intellectual property rights from Student discussion facilities and forums within Ryze and informing Studios of any inappropriate content that should be removed.
 - 3.3. You will be responsible for providing the relevant locations and personnel that will be featured in any bespoke courses / videos.
- 4. ACCEPTANCE**
- 4.1. We will notify you when the bespoke course Content is ready for inspection and will provide you with a draft version for your review. We will give due consideration to comments received from you, and if necessary, we will provide you with up to one round of minor revisions (collectively not to exceed a total of one working day).
 - 4.2. If any further amendments or revisions are required thereafter, Studios will provide such additional Services at its headline rates in force from time to time (available on request) in addition to the Fees set out in the Statement of Work.
 - 4.3. On completion of the Content, we will provide you with the Final Content for your final approval. You will be responsible for checking and approving the Final Content before the Services are deemed to be complete. If you do not let us know whether you approve the Final Content within 14 days of us sending them to you, you will be deemed to have accepted and approved the Final Content at the end of this 14 day period.
 - 4.4. Once you have approved the Final Content to ensure that it is complete and satisfactory, a copy of the Final Content will be provided to you and/or made available in the Studios Systems (as specified in the Statement of Work) once full payment of all outstanding Fees has been received by Studios.
 - 4.5. Studios will not be liable for any of the contents of, or errors in, the Final Content in any medium after the Client has approved them in accordance with clause 4.3 above.
- 5. INTELLECTUAL PROPERTY**
- 5.1. Upon payment of the full Fees, we will grant you a licence for all Intellectual Property Rights in the Content detailed in the applicable Statement of Work on a non-exclusive, perpetual, irrevocable, non-transferable, royalty-free, worldwide basis to allow you to make reasonable use of the Content and to make the Content available to Students (without any further rights of transfer or sub-licence).

SCHEDULE 6: BESPOKE MEDIA

- 1. OVERVIEW**
- 1.1. This Service Schedule applies where the Client commissions Studios to create and deliver bespoke media content (e.g. video, animation, interactive video, VR/AR).
 - 1.2. This Service will include exclusive content where the Client provides Studios with any Client Materials to embed into its Systems or if the Client commissions Studios to create exclusive Content.
 - 1.3. Notwithstanding the perpetual nature of this licence, the Client will be required to pay a maintenance fee in relation to the hosting of the bespoke media by Studios on behalf of the Client.
- 2. OUR OBLIGATIONS**
- 2.1. Studios warrants that:
 - 2.1.1. it will use reasonable care and skill to create the media Content;
 - 2.1.2. it will use reasonable efforts to complete the media Content.
- 3. YOUR OBLIGATIONS**
- 3.1. You will be responsible for providing the relevant locations and personnel that will be featured in any bespoke media / videos.
- 4. ACCEPTANCE**
- 4.1. We will notify you when the bespoke media Content is ready for inspection and will provide you with a draft version for your review. We will give due consideration to comments received from you, and if necessary, we will provide you with up to one round of minor revisions (collectively not to exceed a total of one working day).
 - 4.2. If any further amendments or revisions are required thereafter, Studios will provide such additional Services at its headline rates in force from time to time (available on request) in addition to the Fees set out in the Statement of Work.
 - 4.3. On completion of the Content, we will provide you with the Final Content for your final approval. You will be responsible for checking and approving the Final Content before the Services are deemed to be complete. If you do not let us know whether you approve the Final Content within 14 days of us sending them to you, you will be deemed to have accepted and approved the Final Content at the end of this 14 day period.
 - 4.4. Once you have approved the Final Content to ensure that it is complete and satisfactory, a copy of the Final Content will be provided to you and/or made available in the Studios Systems (as specified in the Statement of Work) once full payment of all outstanding Fees has been received by Studios.
 - 4.5. Studios will not be liable for any of the contents of, or errors in, the Final Content in any medium after the Client has approved them in accordance with clause 4.3 above.
- 5. INTELLECTUAL PROPERTY**
- 5.1. Upon payment of the full Fees, we will grant you a licence for all Intellectual Property Rights in the Content detailed in the applicable Statement of Work on a non-exclusive, perpetual, irrevocable, non-transferable, royalty-free, worldwide basis to allow you to make reasonable use of the Content and to make the Content available to Students (without any further rights of transfer or sub-licence).

SCHEDULE 7: EDTECH APPLICATIONS

- 1. OVERVIEW**
- 1.1. This Service Schedule applies where the Client purchases a Studios application ("App") for the Client to customise.
 - 1.2. The Client will determine what features the App will feature, and this will be detailed in the applicable Statement of Work, together with the relevant fees.

SCHEDULE 8: CLIENT SPECIFIC TERMS

No Client specific terms apply.