

LMS Agreement

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Traineasy.com Ltd
Studio D2
Witan Studios
334 Witan Gate West
Milton Keynes
MK9 1EJ

www.traineasy.com
t: + 44 (0) 1908 508777



This Agreement is between Traineasy.com Ltd, its affiliates and subsidiaries, successors, and assigns, hereinafter referred to as “Traineasy” of Studio D2, Witan Studios, 334 Witan Gate West, Milton Keynes, MK9 1EJ

And

Of **Customer Address**

hereinafter referred to as the “Customer”, and the Customer’s successors and assigns

Agreement Effective Date:

1. DEFINITIONS

In this Agreement, the following words shall have the following meanings:

Administrative Access: the aspects of the System and Service that are accessible by Customer’s System Administrator(s).

Agreement Effective Date: the date by which the System is provided to the Customer as a live solution for commercial purposes, whether or not the Customer elects from this date to release the System for its envisaged use.

Annual LMS Licence Fee: the fee payable by the Customer to Traineasy annually in advance for the ongoing provision of the System Licence, plus User Access for the Maximum Number of Users, together with Software Maintenance, Application Hosting, Technical Support and Service.

Application Hosting: means the part of the Service that is the method of delivery of the System, where the application is delivered from servers alongside hosted applications for other clients using the full segregation features of the operating system and server software to isolate the applications and data used by different clients.

Authorised Administrator: means each person to whom Administrative Access to the Service is granted on behalf of the Customer.

Business Day: any day other than a Saturday, Sunday or English bank holiday.

Confidential Information: any information of a confidential nature (including trade secrets and information of commercial value) belonging to a party unless the information is public knowledge or already known to the other party at the time of disclosure or subsequently becomes public knowledge other than by breach of this Agreement or subsequently comes lawfully into the possession of the other party from a third party.

Configuration: means preparation of the standard System software in accordance the Customer's requirements. This normally limited to the application of Customer's logo and colour palette, the amendment of editable fields to reflect the customers operational terminology, the addition of Content where this has been supplied by Traineasy and specifically excludes the addition of new functionality or the amendment of existing functionality.

Content: Web-based courses

Customer: the customer identified on page 2 of this Agreement.

Data: means all information relating to System Administrators and Users that is stored by Traineasy as part of the Service from time to time.

GDPR: means the General Data Protection Regulation.

Fees: the fees payable by Customer to Traineasy under this Agreement.

Implementation: means delivery of the standard System. This is normally limited to the provision of the Customer System, project management and related technical services.

Intellectual Property Rights: means all patents, trademarks, registered designs (and any applications for any of the foregoing), copyright (including rights in software, whether object code and source code), database right, unregistered design right, rights in and to trade names, business names, domain names, product names and logos, databases, inventions, discoveries, know-how and any other intellectual or industrial property rights in each and every part of the world together with all applications, renewals, revisions and extensions.

Initial Term: from the Agreement Effective Date, plus 3 (three) years.

Know-How: means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to Traineasy Services but excluding know-how already in the Supplier's or the Customer's possession before this Agreement.

Learning Management System (LMS): means the web-based software application provided by Traineasy as part of the Service accessible via Login Credentials that enables the distribution of Content to the Users and administrative rights to System Administrators.

Liability: means any and all liability of Traineasy in contract, tort (including, without limitation, negligence) or otherwise whether arising out of, in connection with or in relation to the System and Service or the supply or non-supply of the System and Service or otherwise under or in connection with this Agreement.

Login Credentials: the username and password by which the Customer's authorised Users and Administrators access the System and Service.

Maintenance Release: means a release of the System which corrects faults, improves existing functionality or otherwise amends or updates the System but which does not constitute an Update or an Upgrade new version. The operation of a Maintenance Release requires the Customer to already possess an existing licensed version of the System.

Month: the calendar month beginning on the date of this Agreement and then each successive calendar month.

Traineasy: the trading name for Traineasy.com Ltd (company number 36340 registered in Guernsey)

Quarter: each period of three complete calendar months starting on the Agreement Effective Date.

Service: means collectively the provision of Application Hosting, Software Maintenance, Technical Support, Learning Management System and Content.

Software Maintenance: means the part of the Service that is collectively, the provision of Maintenance Releases, and Updates, but excludes Upgrades.

System: the online learning management system (LMS) software operated by Traineasy, including Administrative Access and User Access.

System Administrator: the authorised employees or officers of Customer or authorised administrative users as specified by the Customer.

Technical Support: means part of the Service further described in Point 7 of this document.

Update: means a release of the System which improves existing functionality or otherwise amends or updates the System but does not constitute a Maintenance Release or Upgrade. The operation of an Update requires the Customer to already possess an existing licensed version of the System.

Upgrade: means a new version of the System and Service which adds new functionality and is offered publicly or to any existing licensee of the System.

Users: means an approved user of the System and Service from time to time, usually employees of the Customer.

User Access: the password-controlled aspects of the Service that are only accessible by Users.

Year: means each period of twelve Months commencing on the Agreement Effective Date.

2. APPOINTMENT

2.1 In consideration of the Customer agreeing to pay Traineasy the Fees, Traineasy agrees to provide the System and Service to Customer, subject to and on the terms of the Agreement.

3. ADMINISTRATIVE ACCESS

3.1 Subject to the following provisions of this clause 3, Traineasy shall provide Administrative Access to each System Administrator.

3.2 All System Administrators must be employees or officers of the Customer or authorised administrative users as specified by the Customer and agreed with Traineasy.

3.3. If any System Administrator ceases to be an employee or officer of Customer, or Customer wishes any employee or officer to cease to be an Authorised User, then Customer must notify Traineasy of this immediately.

3.4 The Customer is responsible for any breach of this Agreement or of any other misuse of the Service, by any person accessing the System using any Login Credentials allocated to the Customer or its System Administrators.

4. USER ACCESS

4.1 Subject to clauses 3 and 4.2 Traineasy shall provide User Access to all who wish to make use of the System and Service upon approval by Customer.

4.2 The Customer shall use the System and Service only for its intended purpose and only by means of the online interactive user interface made available by Traineasy.

4.3 Without limitation to clause 4.2, Customer shall not:

4.3.1 attempt to copy, modify, duplicate, reverse engineer, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the System and Service in any form or media or by any means;

4.3.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the System and Service;

4.3.3 access (or enable any other person to access) all or any part of the System and Service for any purposes connected with the development (or proposed or attempted development) of any software or systems with substantially the same purpose or functionality as any part of the Software;

4.3.4 create a functional specification of the System or of any part of the System;

4.3.5 use the System and Service to provide services to third parties;

4.3.6 extract any information made available by means of the System and Service for use, processing or display by means of any other software or systems; or

4.3.7 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the System and Service available to any third party except Customer's Members.

4.3.8 authorise or permit any other party to use the LMS or the Hosting Services for the transmission of any material which is in violation of any law or regulation, or which is reasonably deemed to be defamatory, menacing, obscene, in breach of third-party intellectual property right (including copyright) or in breach of trade secrets.

Any breach of this clause shall be deemed to be a material breach of this Agreement. If in Traineasy's reasonable opinion the Customer is in breach of this clause Traineasy may suspend the Hosting Services or remove any offending material or terminate the Agreement with 1 month's notice.

4.4 The Customer acknowledges that Traineasy is unable to exercise control over all of the content and information passing over the Traineasy connection and/or the Traineasy network and/or the Hosting Services. Traineasy hereby excludes all liability of any kind for the transmission or reception of infringing information over which it has no control.

5. FEES

5.1 The Customer shall pay Traineasy the Fees set out in Schedule 2 of this document.

5.2 Traineasy may increase with 30 days' advance written notice the second and any subsequent years' Annual LMS Licence Fee as set out in Schedule 2 of this Agreement to reflect the costs of providing the Service where the System and Service has subsequent to the Agreement Effective Date at the Customers request been made available to a larger number of users than the Maximum Number of Users originally licensed as set out in Schedule 2 of this Agreement.

5.3 Traineasy may further increase with 30 days' advance written notice, the Annual Licence Fee by notice in writing given to Customer prior to the start of that Year. Any such increase shall not exceed (in percentage terms) the average of the monthly percentage increase in the All Items Retail Prices Index, excluding Mortgage Interest Payments (RPIX) published by the Office of National Statistics since the previous increase (or, where there has been no previous increase, since the Agreement Effective Date).

6. GENERAL PAYMENT PROVISIONS

6.1 Within 30 Business Days of the execution of this Agreement the Customer shall pay the Fees as specified in Schedule 2 of this Agreement.

6.2 Annual LMS Licence Fee will be charged and payable as follows:

6.2.1 **Year 1:** payable in full in advance.

6.2.2 **Additional Annual User Accounts:** Additional user accounts may be added at any time during a contract year and these are charged on a pro rata basis at the end of the calendar month of them being added to the System.

6.2.3 **Year 2 Onwards:** 5.2 and 5.3 notwithstanding, the annual amount is adjusted at the beginning of each contract year according to the number of live user accounts on the System at the time.

6.2.4 **Archive User Accounts:** At the end of the first and all subsequent contract years, any archived user accounts with data the Customer wishes to retain on the System are charged at the rate of 25% that of a live user account, with a minimum charge per archive account of £ per year.

6.2.5 **Content:** The Annual LMS Licence Fee does not include the licence fee for Content which is covered by a separate Agreement.

6.3 All sums payable under this Agreement are exclusive of VAT which shall be payable at the same time as the sum to which it relates.

6.4 Traineasy reserves the right to either decline to release the System and Service or withdraw the System and Service if any of the amounts detailed at Clauses 6.1, 6.2 and 6.3 above and, or any other fees properly levied on the Customer in accordance with this Agreement are not paid to Traineasy within 90 Business Days of such fees becoming due.

7. SERVICE STANDARDS AND WARRANTIES

7.1 Traineasy warrants that:

7.1.1 it will provide the Service with care and skill;

7.1.2 it will ensure that the Service is available at all times seven days a week, in accordance with the Technical Support provisions of Schedule 1 of this Agreement, and subject to Clauses 7.1.3, 7.1.4 and 7.2;

7.1.3 It will use reasonable care to avoid unnecessary periods of unavailability save for periods of routine maintenance which will be restricted to within the hours of 20:00 and 06:00;

7.1.4 that where Traineasy requires to effect other planned maintenance work to the System and Service, for example an Update to the System for operational reasons this work needs to be executed during hours other than those specified at Clause 7.1.3 above, Traineasy will advise the Customer in writing of this requirement with no less than five Business Days' notice specifying the date, time and expected

duration of the planned maintenance, approval of which will not unreasonably be withheld by the Customer.

7.1.5 Scope

7.1.5.1 Traineasy will provide LMS Hosting and the provision of Technical Support Services beginning on the Agreement Effective Date and for the duration of this Agreement.

7.1.5.2 A Service Help Desk will be provided between 9:00 am – 5:00 pm, Monday to Friday, excluding all public holidays in England.

7.1.6 Security

7.1.6.1 Customer and its Users are entirely responsible for maintaining the confidentiality of any Login Credentials provided, as well as the security of its and their own network(s).

7.1.6.2 In relation to the Services, the Customer agrees to notify Traineasy immediately of any unauthorised use of any of Customer's Login Credentials or any other breach of security known to Customer.

7.1.6.3 Because the Internet is an inherently open and insecure means of communication, any data or information a User transmits over the Internet may be susceptible to interception and alteration.

7.1.6.4 Traineasy makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information a User transmits via the Service or over the Internet, including any data or information transmitted via any server designated as "secure".

7.2 Without limitation to clause 7.3:

7.2.1 The Customer acknowledges that it has assessed for itself the suitability of the System and Service for its requirements; and

7.2.2 Traineasy takes no responsibility for any Internet response rates or availability that may affect access to the Service, or for any other problems arising directly or indirectly from the limitations, delays, delivery failures and other problems inherent in the use of the Internet.

7.3 The warranties and conditions stated in this Agreement are in place of all other warranties, conditions or other terms, whether express or implied, statutory or otherwise, all of which are expressly excluded, including, without limitation, any implied warranties or conditions as to satisfactory quality, fitness for a particular purpose or as to the use of reasonable skill and care.

8. LIMITATION OF LIABILITY, WARRANTIES

8.1 Traineasy and the Customer each represents and warrants to the other that:

8.1.1 it is duly organised and validly existing under the laws of England and is authorised to enter into this Agreement and perform its obligations hereunder;

8.1.2. the person signing this Agreement on its behalf is duly authorised;

8.1.3. neither the execution of this Agreement by it or performance by it of their terms hereof violate or will violate any Agreement or laws by which it is or may be affected and this Agreement is enforceable against it in accordance with its terms;

8.1.4. any information supplied to the other is free of any third-party rights, and indemnifies the other party, who received that information, against all or any claims that may arise from the use of the supplied content;

8.2 Nothing in this Agreement shall limit Traineasy's liability for:

8.2.1 personal injury or death caused by its negligence; or

8.2.2 fraudulent misrepresentation.

8.3 Subject to clause 8.2:

8.3.1 Traineasy's Liability for loss or damage to any tangible property caused by the negligence of its employees shall be limited to a maximum amount of £5,000,000 per event or series of connected events;

8.3.2 Traineasy shall have no Liability for loss of revenue; loss of actual or anticipated profits (including for loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data (whether such losses or damage were foreseen, foreseeable, known or otherwise);

8.3.3 neither party shall have any Liability for any indirect or consequential loss or damage howsoever caused; and

8.3.4 each party's Liability in respect of all claims arising during each Year will be limited to the total Fees payable by the Customer to Traineasy in respect of that Year.

8.4 For the purposes of clause 8.3.4, the first Year begins on the date of this Agreement and continues for a fixed term of three years from the Agreement Effective Date.

9. TERMINATION

9.1 After expiry of the Initial Term the Agreement shall be extended automatically by one year on each anniversary of the Agreement Effective Date (the “Extended Term”) until terminated by either party upon written notice to the other party not less than ninety (90) days prior to the end of the Initial Term or Extended Term whichever is in force at the time.

9.2 Either party may give notice in writing to the other terminating this Agreement with immediate effect if:

9.2.1 the other party commits any material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified of the breach; or

9.2.2 if an order is made or a resolution is passed for the winding up of the other party or if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or if a receiver is appointed of any of the other party’s assets or undertakings or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or if the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

9.3 Traineasy will not withhold the transfer of licence to a different legal entity following a change of name or operating circumstances resulting from a take-over, merger or other reconstruction following such circumstances as envisaged by clause 9.2.2 or other reorganisation.

9.4 The Customer will not withhold the transfer of the benefit of the Agreement to a different legal entity following a change of the operating circumstances of Traineasy resulting from a take-over, merger or other reorganisation; provided that following such a change in the operating circumstances of Traineasy none of the following circumstances exist which could represent an unacceptable risk to the Customer:

9.4.1 that following such a change in operating circumstances the Customer reasonably believes its rights as generally envisaged by the Agreement are or will be prejudiced

9.5 Notice under this clause 9 may not be validly given by email.

10. EFFECTS OF TERMINATION

10.1 Termination of this Agreement however caused shall be without prejudice to any rights or liabilities accrued at the date of termination.

10.2 The following provisions of this Agreement shall survive termination: 8, 10, 11, 12, 13, 14, 15 and 16.

10.3 The Customer may extract any data they require from the user interface of the LMS until 5pm on the last day of the Agreement.

10.4 Upon termination of this Agreement (at any time for any reason):

10.4.1 At approximately 5pm on the last day, the System will be made inaccessible such that Internet browsers will display a 'domain not found' or similar message.

10.4.2 Following the next overnight backup, the live System and Data will be deleted.

10.4.3 A securely stored archive copy of the Data will remain for a maximum of 12 months after which time it will be permanently overwritten.

10.4.4 Ad hoc requests for the retrieval or deletion of Data from the archive can be made during this period and are chargeable.

10.5 The LMS software will remain the IP of Traineasy and the Customer's copy may therefore at Traineasy's discretion either be deleted or kept for future use.

10.6 The Customer will make no attempt to decompile, reverse engineer or other way seek to copy or reproduce the System and Service at any time before or after termination of this Agreement.

11. CONFIDENTIALITY

11.1 The Customer agrees that from the commencement of this Agreement and thereafter it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party any Confidential Information which may become known to that party from the other party.

11.2 To the extent necessary to implement the provisions of this Agreement each party may disclose Confidential Information of the other party to those of its employees as may be reasonably necessary or desirable provided that before any such disclosure each party shall make those employees aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those employees with them.

12. DATA

12.1 The parties agree that in relation to all processing of Data carried out in terms of this Agreement, Customer is the data controller and Traineasy is the data processor (as those terms are defined in the DPA).

12.2 Traineasy acknowledges that any and all Data processed by Traineasy in terms of this Agreement belongs to Customer and that Traineasy has no right other than to use it in accordance with the provisions of this Agreement.

12.3 Traineasy undertakes that it will act only on the instructions of the Customer in relation to the processing of any Data and that it will only use the Data for the purposes of providing and administering the Service in accordance with this Agreement.

12.4 If Traineasy receives any complaint, notice or communication which relates directly or indirectly to the Processing of Data it shall immediately notify Customer and it shall provide Customer with full co-operation and assistance in relation to any such complaint, notice or communication.

12.5 Traineasy shall promptly inform the Customer if any Data is lost or destroyed or becomes damaged, corrupted or unusable. Traineasy will restore such Data at its own expense.

12.6 Traineasy warrants, undertakes and represents to the Customer that in Processing the Data:

12.6.1. It will keep the Data confidential

12.6.2. it will comply with the terms of the GDPR

12.6.3. that it will have appropriate operational, technical and organisational measures in place at all times to safeguard against any unauthorised access, loss, destruction, theft, use, damage or disclosure of the Data;

12.6.4. it will otherwise comply with the obligations relating to the technical and organisational security of personal data imposed by the Seventh data protection principle of the DPA; and

12.6.5. it will not transfer any of the Data to a country outside the European Economic Area.

12.7. In particular Traineasy will ensure that it has in place:

12.7.1. physical security by means of locked and access restricted storage facilities of the database server;

12.7.2. connectivity security by means of firewalls for both hardware and software, preventing any unauthorised connection to Traineasy from outside the building; and

12.7.3. database security by means of encrypted login names and passwords preventing unauthorised login.

12.8. Subject to the terms of this Clause 12, the Customer agrees to comply with the obligations as to instructions for the processing of personal data which are imposed on data processors by the GDPR.

13. NOTICES

13.1. Any notice or other communication given under this Agreement shall be in writing and shall be served by one of the following methods:

13.1.1. delivering it personally;

13.1.2. sending it by registered first-class post;

13.1.3. subject to clause 13.4, by email; or

13.2. to the address and for the attention of the relevant party set out in Part 1 of this Agreement (or as otherwise notified by that party to the other party from time to time).

13.3. Subject to clause 13.4, any such notice or other communication shall be deemed to have been received:

13.3.1 if delivered personally, at the time of delivery;

13.3.2 in the case of registered first-class post, 48 hours from the time of posting;

13.3.3 in the case of email, twelve hours after sending.

13.4 If deemed receipt under clause 13.3 occurs other than between the hours of 9am and 5pm (at the recipient's local time) on a Business Day, then the notice shall be deemed to be received at 9am on the next Business Day.

13.5 Any notice or other communication given under any clause that expressly excludes service of such notice by email (including without limitation Clause(s) 7 and 9) shall not be validly served if sent by email.

14. INTELLECTUAL PROPERTY

14.1 The Customer shall at all times retain ownership of its Intellectual Property Rights that existed prior to this Agreement. Trineasy hereby expressly acknowledges the Customer's ownership of its Intellectual Property Rights and will do nothing inconsistent with such ownership and agrees not to use or permit such to be used by any person under its control without the prior written consent of the Customer.

14.2 Subject to clause 14.1, Trineasy shall retain ownership of all its Intellectual Property Rights in any materials, design and know-how that existed prior to this Agreement which it may provide or disclose in full or in part to the Customer in providing the System and the Services the Customer hereby expressly acknowledges Trineasy's ownership of its Intellectual Property Rights and will do nothing inconsistent with such ownership.

15. MARKETING

15.1 Unless specified in writing otherwise, the Customer will agree to reasonable use of its name and visual representations for ongoing promotional purposes.

16. GENERAL

16.1 Assignment

Neither party shall without the prior written consent of the other party assign, transfer, charge or deal in any other manner with this Agreement or its rights under it or part of it, or purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement.

16.3. No Partnership or Agency

16.3.1 Nothing in this agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties or to authorise either party to act as agent for the other.

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

16.4 Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it. Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

16.5 Freedom to Contract

The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under this Agreement.

16.6 Waiver

The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

16.7 Severability

16.7.1 If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

16.7.2 If any provision of this agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the

provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

16.8 Rights of Third Parties

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

16.9 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the exclusive jurisdiction of the English Courts.

Signed for and on behalf of **Traineasy**

Signed on behalf of **the Customer**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

SCHEDULE 1: MAINTENANCE AND SUPPORT

1. Training

Training for the Authorised Administrator user(s) of the LMS is included and is provided as required via remote, online sessions and is tailored according the requirements of the Customer.

2. Error Reporting

Should the Customer determine that the LMS includes a defect, the Customer may at any time file an error report. During maintenance periods, Trineasy will, at its discretion, update versions, install error corrections and apply patches to the LMS. Trineasy shall use all reasonable endeavours to avoid unscheduled downtime for maintenance.

3. Out of Scope

Trineasy is not responsible for the design, maintenance, debugging or technical support of any software or courses that it does not host on behalf of the Customer or has not designed or created for the Customer.

4. Help Desk

Trineasy shall provide the Customer with a help desk support service between 9am and 5pm on Business Days. The Customer System Administrator(s) shall be authorised to contact Trineasy on the email address support@trineasy.com for this purpose.

Trineasy will respond to a request for support within a maximum of 4 hours elapsed business hours. Response is defined as confirming the receipt of the request for support and assigning a member of the Trineasy staff to resolve/provide assistance.

5. Change Requests

Change requests include requests to change the functionality or configuration of the system outside the scope of the Standard System. Trineasy is under no obligation to implement a change request and should it do so, a change request may be developed according to any timeframe determined by Trineasy.

SCHEDULE 2: FEES

1. Annual LMS Fee: Year 1

Description	Amount	Maximum Number of Users
Annual LMS Fee		

2. Additional User Accounts: Year 1 Onwards

Additional user accounts may be added at any time during a contract year and these are charged on a pro rata basis at the end of the calendar month of them being added to the System.

3. LMS Fee: Year 2 Onwards

The annual amount is adjusted at the beginning of each contract year according to the number of live user accounts on the System at the time.

4. Archive User Accounts

At the end of the first and all subsequent contract years, any archived user accounts the Customer wishes to retain on the System are charged at the rate of 25% that of a live user account, with a minimum charge per archive account of £ per year.

5. Content

The Annual LMS Fee does not include the licence fee for Content which is covered by a separate Agreement.

6. VAT

All fees are exclusive of VAT which will be added at the current rate at the time of invoicing where applicable.