

Terms of Service

THESE TERMS & CONDITIONS ("TERMS") TOGETHER WITH ANY ORDER FORM OR DOCUMENT INCORPORATING THESE TERMS (INCLUDING ANY ORDERS OR RENEWALS MADE VIA EMAIL AS AGREED IN WRITING BY THE PARTIES, THE "ORDER FORM") CONSTITUTE A LEGAL AGREEMENT WHICH CONTAINS THE ENTIRE AGREEMENT BETWEEN CLIENT DETAILED IN THE ORDER FORM ("CLIENT") AND DATA LITERACY ACADEMY LTD. T/A DATA LITERACY ACADEMY (TOGETHER, THE "AGREEMENT"). IN THE EVENT OF ANY CONFLICT BETWEEN THE ORDER FORM AND THESE TERMS, THESE TERMS SHALL PREVAIL UNLESS THE ORDER FORM EXPRESSLY PROVIDES THAT IT IS MODIFYING THESE TERMS WITH RESPECT TO SUCH AGREEMENT. THE CLIENT AGREES THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY IT. DATA LITERACY ACADEMY AND CLIENT HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

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

"Affiliate" means any entity that directly or indirectly controls, is controlled by or is under common control with another entity. As used herein, "control" means the power to direct the management or affairs of an entity or the beneficial ownership of more than 50% of the voting equity shares or other equivalent voting interests of an entity.

"Authorised Users" means those individuals authorised by Client to access or use the Subscription Services pursuant to this Agreement.

"Confidential Information" means (without limitation) all confidential information disclosed by a party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances

of disclosure. Notwithstanding the foregoing, Confidential Information will not include any information to the extent that it can be established by written documentation by the Receiving Party that such information: (i) is or becomes generally known to the public without breach of any obligation of confidentiality by the Receiving Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party and who has a legal right to disclose such information; or (iv) was independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information.

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time including the General Data Protection Regulation ((EU) 2016/679) which apply to the processing of personal data pursuant to this Agreement. "Derived Data" means any data which is derived from Client's or the Authorised User's use of the Subscription Services or the processing of User Data, which shall include: (i) any data which is processed and stored as mathematical constructs; (ii) statistical or aggregated data; and (iii) any other analytical and marketing data such as number and duration of user sessions and page visits, and technical reports on the performance of the Subscription Services. Derived Data shall not include personal data, except where such personal data has been anonymised.

"Documentation" means those printed or online learning support materials provided by Data Literacy Academy for use as part of the Subscription Services, or any printed or online instructions, manuals or otherwise provided by Data Literacy Academy from time to time that pertain to the Data Literacy Academy Platform or the use of the Subscription Services.

“Effective Date” means the effective date of this Agreement as set out in the Order Form and if not specified shall be the date on which Client subscribes to the Subscription Services.

“Intellectual Property Rights” means without limitation, the content, layout, functions, design, appearance, patents, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names and domain names, goodwill, and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Privacy Policy” means the Privacy Policy located at www.dl-academy.com/privacy-policy/, as it may be updated by Data Literacy Academy from time to time.

“Data Literacy Academy Platform” means the Data Literacy Academy web-based learning platform that is developed, operated, and maintained by Data Literacy Academy, accessible via <https://dl-academy.com/> or another designated URL, and any ancillary products and services, that Data Literacy Academy provides to Client for its use in accordance with the terms of this Agreement

“Subscription Fees” means the subscription fees set out in the Order Form payable by Client to Data Literacy Academy for use of the Subscription Services.

“Subscription Services” means access to the Data Literacy Academy Platform, and any other services (business, technical, or other), provided to Client by Data Literacy Academy.

“Term” means the term of this Agreement as specified in the Order Form and if not specified shall commence on the Effective Date and continue for an initial term of 8 months from the commencement of the final Certification license

“User Data” means information collected during an Authorised User’s interactions with the Data Literacy Academy Platform and the Subscription Services in accordance with the terms of this Agreement (including all privacy commitments), and for its internal business purposes. User Data does not include any Derived Data.

“Virus” means any thing or device (including any software, code, file, or program) 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 program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program 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.

1.2 In this Agreement: (i) clause, schedule and paragraph headings shall not affect the interpretation of this Agreement; (ii) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; (iii) a reference to writing or written includes e-mail; (iv) any words following the terms including, include, in particular for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. LICENSE AND RESTRICTIONS

2.1 Subject to Client paying the Subscription Fees in accordance with this Agreement, Data Literacy Academy hereby grants to Client a non-exclusive, non-transferable, non-sublicensable right for Client and Authorised Users to access and use the Subscription Services set forth in the Order Form during the Term in accordance with this Agreement and solely for the benefit of Client's internal business operations.

2.2 Authorised Users. Each Authorised User will be provided a unique username and password. Such usernames and passwords may not be shared and may not under any circumstances be used by anyone who is not an Authorised User. In the event Client exceeds the contractual Authorised User limit set out in the Order Form, Client and Data Literacy Academy will promptly execute a new Order Form for the additional Authorised Users. Client is responsible for any and all actions taken by Authorised Users or by anyone using Client's accounts and passwords. Client acknowledges and agrees that Authorised Users must provide Data Literacy Academy with certain identifying information, including their name and a business email address, and that Authorised Users may be required to accept an end-user license agreement agreeing to the Privacy Policy and Terms of Use.

2.3 Qualification of Authorised Users. Client shall not designate any person as an Authorised User unless such person is: (1) a natural person and (2) an employee of Client. Client may designate a non-employee (i.e., an independent contractor) as an Authorised User only with Data Literacy Academy's prior permission and provided Client takes reasonable steps to ensure such non-employee uses the Subscription Services only as permitted under this Agreement. If the employment of any Authorised User that was in effect as of the date such person was designated as an Authorised User terminates, Client shall promptly notify Data Literacy Academy and take all reasonable steps to ensure that such person ceases accessing the Services. Client may be permitted to reassign Authorised User designations in good faith, subject to the

foregoing qualification requirements and Data Literacy Academy approval, in which case the prior Authorised User shall no longer have any right to access or use the Subscription Service.

2.4 Client shall not use the Subscription Services in a manner that violates any applicable laws (being any statute, regulation, rule, ordinance or ruling by a foreign, federal, state or local government including, but not limited to data transfer, intellectual property rights and privacy laws) and further agrees that it shall not:

2.4.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Subscription Services or Documentation in any form or media or by any means other than as may be allowed by any applicable law which is incapable of exclusion by agreement and except to the extent expressly permitted under this Agreement;

2.4.2 use any aspect of the Subscription Services in order to create, market or distribute a product or service which competes with the Subscription Services;

2.4.3 use the Subscription Services to provide services to third parties;

2.4.4 licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Subscription Services available to any third party except the Authorised Users;

2.4.5 attempt to obtain, or assist third parties in obtaining, access to the Subscription Services except as set out in the Agreement;

2.4.6 access or attempt to access any of Data Literacy Academy's systems, programs or data that are not made available for public use, or attempt to bypass any of the security and traffic management devices of the Subscription Services;

2.4.7 decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code, object code or underlying ideas, structure, know-how, algorithms, file formats or programming or interoperability interfaces relevant to the Subscription Service or any software, documentation or data related to the Subscription Services by any means whatsoever; or

2.4.8 knowingly introduce, or permit the introduction of, any Virus into Data Literacy Academy's network and information systems.

2.5 It is Client's responsibility to ensure it has appropriate hardware, browser, and internet connection for Authorised Users to access the Subscription Service. Technical requirements and advice on accessibility issues are available on request to Data Literacy Academy. Data Literacy Academy does not warrant that Client's or Authorised Users' use of the Subscription Services will be uninterrupted or error-free and Data Literacy Academy is not responsible for any delays or delivery failures resulting from the transfer of data over the internet.

2.6 Client shall and shall procure that each Authorised User comply with the Terms of Use and shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Subscription Services and, in the event of any such unauthorised access or use, promptly notify Data Literacy Academy. Client shall and shall procure that each Authorised User keep secure all usernames and passwords for use of the Subscription Services and each Authorised User shall keep all such Client account credentials confidential. Client shall be solely responsible for all activities that occur whilst Client account details are being used. If Client becomes aware of, or believe there has been, any breach of security, such as the theft or unauthorised use of such Client account credentials, Client will notify Data Literacy Academy immediately.

2.7 Unless specified otherwise in the Order Form, the rights provided under this clause 2 are granted to Client only and shall not be considered granted to any Affiliate. If Client is

permitted to make the Subscription Services available to its Affiliates in the relevant Order Form, Client shall: (i) be responsible for the Subscription Fees and all acts and omissions of its Affiliates (and their users); (ii) be liable for ensuring that its Affiliates (and their users) comply with the terms of this Agreement; and (iii) ensure that any rights or remedies arising in connection with this Agreement will be actionable against Data Literacy Academy solely by Client and not by any Affiliate except that Client will be entitled to treat losses of its Affiliates as if they are losses of Client. Any limitations or exclusions of liability contained herein shall be deemed to apply to Client and its Affiliates in aggregate.

3. SERVICE LEVEL

Data Literacy Academy will use commercially reasonable efforts to ensure a satisfactory availability of the Subscription Services and to maintain the Subscription Services in a manner which minimises errors and interruptions in the Subscription Services. The Subscription Services may be temporarily unavailable for scheduled maintenance or for unscheduled maintenance performed either by Data Literacy Academy or third-party providers, or because of other causes beyond Data Literacy Academy's reasonable control, provided that Data Literacy Academy shall use commercially reasonable efforts to schedule any planned maintenance outside of normal business hours and to give Client at least 24 hours' advance notice of any scheduled service disruption. Data Literacy Academy is not responsible for issues resulting from misuse, non-Data Literacy Academy systems or equipment, third-party tools, general internet problems, or force majeure events.

4. FEES AND PAYMENT TERMS

4.1 Unless otherwise stated in the applicable Order Form, all invoices are due and payable within thirty (30) days of the invoice date. Except as otherwise specified herein or in an Order Form, (i) fees are based on access rights acquired and not actual usage, (ii) except for the limited rights herein, payment obligations are non-cancellable and

non-refundable, and (iii) access rights purchased for the number of Authorised Users cannot be decreased during the relevant Term.

4.2 Subscription fees and all other fees due hereunder will be invoiced to Client. All fees due hereunder (except fees subject to good faith dispute submitted in writing to Data Literacy Academy within fifteen (15) days of receipt) will be due and payable as set out in the applicable Order Form. Client will provide Data Literacy Academy with complete and accurate billing and contact information including a valid email address. Data Literacy Academy reserves the right to charge interest on any late payments. Interest on any late payments will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is finally paid in full provided that Data Literacy Academy will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Client is cooperating diligently to resolve the issue. Data Literacy Academy may suspend performance for Client's breach of its payment obligations upon ten (10) days' prior written notice.

4.3 Taxes. Fees are payable in the currency detailed in the Order Form and are stated exclusive of value added tax or relevant sales tax, which shall be added to Data Literacy Academy's invoice(s) at the appropriate rate. All amounts due under this Agreement shall be paid by Client in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by applicable law).

4.4 Data Literacy Academy shall be entitled to increase the Fees at the start of each Renewal Term upon forty-five (45) days' prior written notice to Client.

5. OWNERSHIP

5.1 Client acknowledges and agrees that, as between Client and Data Literacy Academy, all Intellectual Property Rights in and to the Data Literacy Academy Platform, the Subscription Services, the Derived Data, and the Documentation shall belong to and

remain vested in Data Literacy Academy, or where applicable any relevant licensor, at all times. No rights are granted to Client hereunder other than as expressly set forth herein. Client shall retain all rights, title and interest to its pre-existing Intellectual Property Rights. All other trademarks, registered trademarks, product names, and company names or logos mentioned in or on the Data Literacy Academy Platform are the property of their respective owners. Data Literacy Academy reserves all rights to the Subscription Services not expressly granted in the Contract.

5.2 Without prejudice to clause 5.1 or to the provisions of clause 2 above, Data Literacy Academy shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Services any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Authorised Users, relating to the operation of the Subscription Services provided such information does not include any Client Confidential Information.

6. CONFIDENTIAL INFORMATION

6.1 The Parties agree that, during the Term, and for three (3) years thereafter, the Receiving Party will keep confidential and will not publish or otherwise disclose or use for any purpose other than as provided for in this Agreement the Confidential Information of the Disclosing Party. all confidential information (however recorded or preserved) disclosed by one party or its employees, officers, representatives or advisers (together "Representatives") to the other party and the other party's Representatives, including the terms and conditions of this Agreement, the business, affairs, Clients, clients, suppliers, plans, intentions, market opportunities, operations, processes, product information, services, know-how, technical information or trade secrets of the disclosing party.

6.2 The Receiving Party will use the same degree of care that it uses to handle, treat, store, access (or limit access), and otherwise protect (including with encryption, as

applicable) the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care). The Receiving Party: (i) will not use any Confidential Information of the Disclosing Party for any purpose outside the scope of, or as permitted by, this Agreement, and (ii) except as otherwise Authorised by the Disclosing Party in writing, will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound by obligations to the Receiving Party consistent with this Agreement.

6.3 The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law or regulatory process to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted and practicable (e.g., there is sufficient time to provide such notice) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.4 Upon written request, The Receiving Party will return to the Disclosing Party or destroy all Confidential Information received from the Disclosing Party during the Term of this Agreement except digital backup copies created through automated system processes provided that such backup copies are protected as Confidential Information by the Receiving Party for as long as the information is retained.

6.5 The Receiving Party acknowledges that, except as otherwise provided herein, (a) the Disclosing Party is the exclusive owner of and has all rights to its Confidential Information, including all Intellectual Property Rights therein; and (b) no right, title, interest or license to the Receiving Party is either granted or implied under any Intellectual Property Rights by the disclosure of Confidential Information hereunder.

7. TERM, TERMINATION AND EFFECTS OF TERMINATION

7.1 Term. This Agreement shall commence as of the Effective Date and, unless terminated sooner as provided herein, shall continue for the Term. The Agreement is not cancellable and shall remain in effect until it expires or is earlier terminated according to its terms or the provisions of this Agreement.

7.2 Termination. 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:

7.2.1 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 ten (10) Business Days after being notified in writing to make such payment;

7.2.2 if the other party commits a material breach of any term of this Agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within thirty (30) days after being notified in writing to do so; or

7.2.3 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction, or it ceases or threatens to cease to carry on business.

7.3 Termination by Data Literacy Academy. If this Agreement is terminated by Data Literacy Academy under clause 7.2 above, all Subscription Fees payable to Data Literacy Academy for the remainder of the then-current Term shall be immediately due and

payable to Data Literacy Academy, and Client shall promptly remit all such fees to Data Literacy Academy.

7.4 Termination by Client. If this Agreement is terminated by Client under clause 7.2 above, Data Literacy Academy shall promptly refund the pro-rata amount of any pre-paid Subscription Fees for the remainder of the then-current Term.

7.5 Effect of Termination. Expiration or Termination for any Reason. Upon expiration or termination of this Agreement for any reason, (i) all licences granted under this Agreement shall immediately terminate; each party shall return or destroy and make no further use of any Confidential Information, equipment, property and other items (and all copies of them) belonging to the other party; and (ii) 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 this Agreement which existed at or before the date of termination shall not be affected or prejudiced. Notwithstanding any terms to the contrary in this Agreement, sections 2, 4, 5, 6, 7, 8, 9, 10,11, 12 and 13 and, if applicable, the entirety of the DPA survive any termination or expiration of this Agreement.

8. REPRESENTATIONS AND WARRANTIES

8.1 Each party represents and warrants that (a) the person signing this Agreement on its behalf has been duly authorised and empowered to enter into this Agreement, (b) this Agreement is valid, binding and enforceable against it in accordance with its terms, and (c) it will fulfil its obligations under this Agreement in accordance with all applicable laws.

8.2 Client represents and warrants, and covenants that it will not, in connection with this Agreement, including its use of or access to the Subscription Services, engage in, encourage, or permit conduct that violates or would violate any applicable law, rule, or regulation or any right of any third party.

8.3 Data Literacy Academy represents and warrants that it possesses all necessary authority and permissions to provision Client with access to the Subscription Services and the Data Literacy Academy Platform.

9. INDEMNIFICATION

9.1 Data Literacy Academy will indemnify, defend, and hold harmless Client and its officers, directors, employees, and Affiliates and Users against any and all third-party claims, actions or proceedings arising out of or in connection with, and to the extent caused by, any infringement by the Subscription Services against any patent, copyright, or trademark, or the misappropriation of any trade secret. If the Subscription Services become, or, in Data Literacy Academy's opinion, is likely to become, the subject of any claim of infringement, Data Literacy Academy may, at its sole option: (a) obtain for Client the right to continue using the Subscription Services, (b) replace or modify the affected Subscription Services so that it becomes non-infringing while providing substantially equivalent functionality, or (c) if such remedies are not available on commercially reasonable terms as determined by Data Literacy Academy, terminate the license to use the affected portion of the Subscription Services, and promptly issue a prorated refund any pre-paid subscription fees for the affected portion of the Subscription Services. Notwithstanding any terms contained in this clause 9.1, Data Literacy Academy will have no liability for infringement claims if the alleged infringement is based on or arises from (i) the combination or use of the Subscription Services with software or other materials not provided or approved for use by Data Literacy Academy, (ii) the modification of the Subscription Services by anyone other than Data Literacy Academy, or at Data Literacy Academy's direction, (iii) the use of the Subscription Services not in accordance with any provided documentation or the Agreement, or (iv) Client's negligence or wilful misconduct. The remedies provided in this clause 9.1 will be Client's exclusive remedy with respect to claims for infringement.

9.2 Client will indemnify, defend, and hold harmless Data Literacy Academy and its officers, directors, employees, and Affiliates against any and all third-party claims, actions or proceedings arising out of or in connection with (1) Client's access or use of the Subscription Services in violation of any law, (2) Client's violation of any provision of this Agreement, the Privacy Policy or the Terms of Use, or (3) the use of the Subscription Services or the Data Literacy Academy Platform by any third party to whom Client has granted access (including access obtained by such third party through use of the usernames and passwords assigned to Client and its personnel).

9.3 Any party entitled to indemnification under this clause 9 (the "Indemnified Party") will comply with the following conditions in order to enjoy the benefit of indemnification under either clauses 9.1 or 9.2: (a) the Indemnified Party will give prompt written notice to the indemnifying party (the "Indemnifying Party") of any matters giving rise to a claim for indemnification, provided, that the failure of any party entitled to indemnification hereunder to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this clause 9 except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice; (b) the Indemnified Party will cede sole control over the defense of any such claim to the Indemnifying Party, provided the Indemnifying Party will retain counsel reasonably satisfactory to the Indemnified Party; and (c) the Indemnified Party shall cooperate fully with the Indemnifying Party in connection with any negotiation or defense of any such action or claim by the Indemnifying Party and shall furnish to the Indemnifying Party all information reasonably available to the Indemnified Party which relates to such action or claim.

9.4 The Indemnifying Party shall keep the Indemnified Party fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. The Indemnifying Party will not settle any such claim without the Indemnified Party's consent, not to be unreasonably withheld, unless such settlement does not impose any obligations, admissions or liabilities upon the Indemnified Party.

10. DISCLAIMER

EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT, 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 THE Data Literacy Academy PLATFORM, THE SUBSCRIPTION SERVICES AND ANY INFORMATION PROVIDED BY OR ON BEHALF OF Data Literacy Academy ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. CLIENT AGREES AND ACKNOWLEDGES THAT IT HAS NOT RELIED ON THE FUTURE AVAILABILITY OF ANY FEATURE, FUNCTIONALITY, OR PRODUCT. Data Literacy Academy WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF Data Literacy Academy.

11. LIMITATION OF LIABILITY

11.1 Nothing in this Agreement excludes either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or for any liabilities that cannot be excluded under applicable law.

11.2 Client's sole and exclusive remedy for any uncured breach by Data Literacy Academy of its obligations under this Agreement is termination by written notice to Data Literacy Academy, and refund of a prorated portion of the Subscription Fees that Client has paid.

11.3 To the maximum extent permitted by law, (i) neither party will be liable to the other for any incidental, indirect, consequential, special or punitive damages, including, without limitation lost profits, related to or arising out of this Agreement, regardless of the form of action or whether the other party has been advised of the possibility of such loss or damage; and (ii) in no event will each party's total cumulative liability for

damages under this agreement exceed an amount equal to the Subscription Fees payable by Client to Data Literacy Academy under this Agreement during the twelve months prior to the event(s) first giving rise to the claim. This limitation of liability does not apply to claims arising out of: (a) a party's willful misconduct or gross negligence; (b) either party's indemnification obligations; (c) misappropriation of the other party's intellectual property; or (d) breaches of confidentiality. Notwithstanding the foregoing, the maximum total liability for Data Literacy Academy for any claim under clause 9.1, shall be limited to the greater of: (i) the Subscription Fees paid by Client to Data Literacy Academy during the twelve (12) months immediately preceding the date on which the claim arose;

12. DATA PRIVACY AND SECURITY

12.1 Client acknowledges and agrees that Data Literacy Academy will operate in accordance with its published Privacy which is incorporated herein by reference.

12.2 Data Literacy Academy may track and analyse Client's and any Authorised User's use of the Subscription Services for the purposes of security and to help Data Literacy Academy improve the Subscription Services and the Data Literacy Academy Platform.

12.3 Data Literacy Academy may use the User Data to provide the Subscription Services and to improve the performance and functionality of the Data Literacy Academy Platform, including for developing improvements, updates, upgrades, modifications, and derivative works thereof. Data Literacy Academy shall own all rights, title and interest in and to all of the Derived Data. Any personal data contained in any User Data or generated by the Data Literacy Academy Platform shall be processed by Data Literacy Academy and does not relieve, remove, or replace, each of the parties' obligations or rights under the Data Protection Legislation.

12.4 Data Literacy Academy will use all reasonable endeavours to implement appropriate technical and organisational security measures to secure Client's User Data

against any accidental loss, theft, or unauthorized access or disclosure, including encryption and regular backups.

12.5 Client agrees to comply with all applicable privacy, data protection, and consumer protection laws and regulations in connection with Client's access to and use of the Subscription Services, including without limitation, as applicable, requirements of proper notice and consent to send Personal Information to Data Literacy Academy and compliance with Data Protection Legislation.

12.6 Data Literacy Academy does not sell, lease, rent or otherwise share for consideration any User Data or Derived Data. Data Literacy Academy will share User Data only as described in its Privacy Policy and only as necessary to perform a business purpose pursuant to applicable privacy laws.

13. GENERAL

13.1 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts. You hereby expressly waive the right to commence legal proceedings in all other jurisdictions.

13.2 Publicity. Client consents to Data Literacy Academy's use of Client's name identifying Client as a Client of Data Literacy Academy.

13.3 Excusable Delays/Non-Performance. Any delay or failure in performance will be excused to the extent caused by an extraordinary event or occurrence beyond the reasonable control of the non-performing party, including without limitation, fires, floods, windstorms, explosions, strikes, walk outs, riots, natural disasters, mechanical breakdowns, power outages, interruptions in telecommunications, material shortages, acts of terrorism, wars and changes in law, policy or inflationary pressure that render performance of Services commercially impracticable. The affected party will give the

other party prompt notice of the delay or failure and the reason thereof and will exert commercially reasonable efforts to remove the causes or circumstances of non-performance with reasonable dispatch. In the event of a delay or failure in performance, nothing in this section 13.3 will relieve Client of its obligations under clause 4.

13.4 Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated, by operation of law or otherwise, without the prior written consent of the non-assigning party, and any attempted transfer, assignment or delegation without such consent will be void and without effect. Notwithstanding the above, either party may freely transfer, assign or delegate this Agreement or its rights and duties under this Agreement without the consent of the non-assigning party to an Affiliate, as part of a change of control, or to a successor in interest to all or substantially all of its business or assets. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

13.5 Independent Contractor; Benefit. The relationship between the parties is solely that of independent contractors. This Agreement is for the benefit of the parties. There are no intended third-party beneficiaries to this Agreement.

13.6 Notices. Client shall provide an email address for notices under this Agreement. All notices or other communications permitted or required to be given hereunder shall be sent by electronic mail to the email address provided by the other party for such purpose and shall be deemed given when sent. Notices to Data Literacy Academy shall be sent to hello@dl-academy.com

13.7 Waiver and Severability. A party's delay or failure to exercise a right or remedy will not result in a waiver of that right or remedy. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable under the

governing law, the remaining provisions will remain in full force and effect, and will be construed so as to most nearly reflect the parties' intent with respect to such provision.

13.8 Variation. Data Literacy Academy may modify this Agreement at any time in its sole discretion. Changes to this Agreement will be notified to Client at least sixty (60) days in advance and/or published on Data Literacy Academy's website, thereby giving Client the opportunity to object to any such change to this Agreement. Such proposed amendments shall be deemed accepted and become part of this Agreement thirty (30) days after the date such notice is given unless Client informs Data Literacy Academy that it does not accept such amendments. In the event Client informs Data Literacy Academy that it does not accept the proposed amendments, the proposed amendments will not take effect and the existing terms will continue in full force and effect