

Learning Pool Master Services Agreement

This Master Services Agreement (“**Agreement**”) is entered into by and between the Learning Pool group entity identified on the signature clause of this Agreement below (“**Supplier**”), and the Customer (“**Customer**”), effective on the date of Customer’s signature below (“**Effective Date**”). Supplier and Customer are each sometimes referred to as a “**Party**” and collectively, the “**Parties**.” For the purposes of the G-Cloud 15 Call-Off Contract (“**Contract**”), ‘Part B: Terms and Conditions’ of the Contract will take precedence over this Agreement.

1. SERVICES.

1.1 Orders. Supplier shall provide Customer access to its proprietary training and e-Learning solutions (the “**Solutions**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable order form or other ordering document (e.g., statement of work (“**SOW**”)) (the “**Order Form**”) and the applicable Solution documentation (the “**Documentation**”). If applicable, Supplier shall provide the training and professional services (“**Professional Services**”) set forth in the Order Form. Collectively, the Solutions and Professional Services are referred to as the “**Services**”. Riders are additional master level terms that pertain to the particular Solution being purchased.

1.2 Conflicts; Order of Precedence. The terms and conditions of this Agreement, its Riders and Exhibits apply to all Order Forms, SOWs and purchase orders even if they do not specifically reference this Agreement unless such Order Form, SOW or purchase order specifically references another governing agreement. In the event of a conflict between the Agreement, Rider, Exhibit, Order Form, SOW, or purchase order, the order of precedence shall be as follows: (a) the Order Form; (b) SOW; (c) the applicable Rider; (d) the Agreement; (e) the applicable Exhibit; (f) the purchase order.

1.3 Content; Users. “**Content**” means any data, information, content or materials accessible through or available on the Solutions, other than Customer Content. “**Customer Content**” means any data, content, videos, imagery, information and/or materials created, input, provided or made available by the Customer and/or its Users through the Solutions, through use of the software, including without limitation any contributions made by Users, and any substantial (as determined by the Supplier at its absolute discretion) amendments or changes to other Content. “**Users**” shall have the meaning set out in the Order Form. If applicable to the particular Solution, the number of Users that may be authorized by Customer is set forth on the Order Form. Customer shall procure that each User fully complies with the terms and conditions of this Agreement.

1.4 Affiliates. An Affiliate may purchase Services to the same extent as Customer, provided that such purchases shall be on the same terms and conditions as this Agreement pursuant to a fully executed Order Form agreed to by Supplier and such Affiliate. Solely as to the Agreement between Supplier and such Affiliate, all terms and references to “Customer” shall refer to such Affiliate upon execution of an applicable Order Form. By executing an Order Form each Affiliate agrees to be bound by all the terms and conditions herein as to such Affiliate. “**Affiliate**” means any entity which

directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**”, for purposes of this definition, means (i) the ownership of greater than 50% of the voting power to elect directors of the subject entity, or (ii) direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. An entity that becomes an Affiliate after the execution of this Agreement will be deemed to be an Affiliate under this Clause.

2. PAYMENT TERMS.

2.1 Unless stated otherwise in an Order Form, Supplier shall invoice Customer annually in advance for all Solutions and Professional Services, and Customer shall pay the fees set forth in the Order Form within thirty (30) days from date of invoice. If Customer exceeds the usage levels specified in the Order Form (e.g. Users), then Supplier may invoice Customer for any overages at the then applicable rate either as the overage is incurred or at the end of the annual term in which the overage is incurred (at its discretion). Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or as permitted by the Late Payment of Commercial Debts (Interest) Act of 1998 (irrespective of whether such Act applies to this Agreement), whichever is lower. Such interest shall be in addition to any other rights and remedies of Supplier. Unless otherwise provided, the fees set forth in the Order Form do not include any VAT or other taxes, levies or duties of any nature, all of which Customer is responsible for paying, except for those relating to Supplier’s net income or property. If Supplier is legally obligated to collect or pay taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides a valid tax exemption certificate. If Customer requires the use of a third party for invoice processing, Customer shall bear the cost and expense associated with such third party.

2.2 If the scope of work set out in the implementation SOW is finalised after the start date set out in the SOW, and if any adjustments or changes to the scope are made after that time, the Supplier reserves the right to adjust the implementation fees accordingly. The adjustment will reflect the additional resources, time, and effort required to accommodate the changes. If, during the course of implementation, the Supplier determines that additional work or services are required which fall outside of the agreed-upon scope of work in the applicable SOW, the Supplier shall notify the Customer in writing of such changes. The Supplier shall provide the Customer with a written estimate of the additional fees prior to undertaking any work outside the agreed scope or after scope finalisation. Any changes to the fees shall only be valid once both parties have agreed in writing to the revised fees.

3. RESPONSIBILITIES.

3.1 Customer Content. The Customer shall be solely responsible for the Customer Content and/or Content that is made available to Users. The Customer shall be responsible for ensuring Users only access appropriate Content and appropriate Customer Content. Customer represents that it has the right to authorize and hereby does authorize Supplier to collect, store and process Customer Content subject to the terms of this Agreement.

3.2 Use of the Services. Customer is responsible for all activity occurring under Customer's account(s) and shall comply with all applicable laws and regulations in connection with Customer's use of the Services, including its provision of Customer Content to Supplier. Customer shall use the Services in accordance with (i) the [Fair Usage Policy](#); (ii) the [Technical Requirements](#); and (iii) the acceptable use provisions set out in the [Privacy Policy](#). Customer shall promptly notify Supplier of any unauthorised use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement. Customer acknowledges that the Supplier has no obligation to screen, preview or monitor Customer Content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Customer Content, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Customer or Users. The Supplier reserves the right (without any obligation to do so) to monitor delete, move and edit any Content or Customer Content.

3.3 Data Privacy. Each Party shall comply with the terms and conditions set forth in [Exhibit A](#).

3.4 Data Security. Supplier's IT security and compliance program includes the following standards: (i) implementation of reasonable and appropriate technical, organisational, and security measures to protect against the destruction, loss, unavailability, unauthorised access, or alteration of Personal Data in the possession or under the control of the Supplier. This includes measures to ensure the availability of information following an interruption to, or failure of, critical business processes; (ii) conducting an annual assessment of its security controls performed by an accredited third-party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Upon written request, Supplier shall provide the Customer with a copy of its current SSAE 18 SOC 2 report. Supplier's security framework is based on the security requirements and controls within ISO/IEC 27001 and ISO/IEC 27002.

4. TERM.

4.1 The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Order Forms with Customer or its Affiliates have expired in accordance with the terms of such Order Forms, unless terminated earlier as provided herein. Services under an applicable Order Form will begin as set forth in such Order Form and shall continue for the contract period specified therein. Customer shall be informed of any Renewal Term (defined below) at least sixty (60) days in advance. Except as set forth in an applicable Order Form, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Order Form, such Order Form shall renew automatically for successive subsequent periods of twelve (12) months (each a "Renewal Term") unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current term. Supplier reserves the right to increase its fees in any Renewal Term by up to the higher of (i) eight percent (8%); and (ii) the percentage increase in the Consumer Price Index over the preceding term.

4.2 The provisions of this Clause 4.2 shall apply only to the purchase of Elucidat Solutions where the Order Form

refers to the Customer subscribing for access to such Solution on the basis of beta access, a free trial or pilot period ("Trial") only. In the event of any conflict or inconsistency between the other provisions of this Agreement as they relate to the Trial and the provisions of this Clause 4.2, the provisions of this Clause 4.2 shall prevail to the extent of the conflict or inconsistency.

4.3 Any Content or Customer Content created or uploaded during the Trial Period will become inaccessible to Customer upon termination or expiry of the Trial and Supplier shall be entitled to delete it, unless Customer purchases a subscription before the end of the Trial Period. Nothing in the preceding sentence shall restrict or prevent Customer from maintaining backups of, or removing, Customer Content during the term of the Trial Period. During the Trial Period, the Solution is made available to Customer "as is", and any use by Customer of the Solution during the Trial Period will be at the Customer's sole risk. Supplier makes no warranties relating to the Solution throughout the Trial Period.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement and all underlying Order Forms (a) upon the other Party's material breach of the Agreement, provided that where such breach is capable of remedy, (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not remedy the breach within thirty (30) days following its receipt of such notice (the "**Notice Period**"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement; (b) if 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. If Customer terminates this Agreement due to material breach by Supplier, Customer shall be entitled to a refund of any prepaid unused fees on a pro-rata basis.

5.2 Termination or Suspension for Non-Payment. If Customer fails to pay any fees or charges when due, Supplier may terminate this Agreement upon thirty (30) days' prior written notice to Customer. Termination for non-payment shall not relieve Customer of its outstanding obligations (including payment) under this Agreement. In lieu of termination for non-payment, Supplier may suspend Customer's access to the Solutions upon written notice to Customer.

5.3 Effect of Termination. Upon termination of an Order Form or this Agreement, the Customer shall and shall procure that the Users immediately cease to use the Services provided pursuant to that Order Form. The Customer shall and shall procure that the Users delete the Solution, any cache or store of Content held by it, and any confidential information and Personal Data obtained or produced in the course of use of the Services pursuant to that Order Form (in whatever form and whether or not same is incorporated into other documentation). Where a subscription to a product or service made available under an Order Form is terminated for any reason the Customer must remove all Content, Customer Content and any e-learning modules or other materials in

each case that originated from that product or service, or that are based on or incorporate any Content from that product or service, from their system (including without limitation their Learning Management System, intranet and/or website) and including without limitation any content that the Customer may have customised from catalogue modules.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Supplier hereby grants to Customer, during the term of this Agreement, a worldwide, royalty-free, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2 Restrictions. Customer shall use the Solution solely for its internal business purposes. In particular, Customer's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Customer shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Supplier; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

6.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all patent, copyright, registered or unregistered design right, database right, registered or unregistered trade mark, rights in relation to confidential information or any other intellectual property rights or other rights, title, and interest therein (collectively, "**IP Rights**"), whether conceived by Supplier alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Supplier or its Affiliates and its licensors and are protected by applicable intellectual property laws. The Supplier shall be entitled to collect anonymous and/or aggregated data regarding the Customers' employees, suppliers and end-users use of the Services, provided that no individual natural person can be identified from such data ("**Aggregate Data**"). The Aggregate Data will be used to analyse behaviour, trends and needs and to improve, and enhance the Supplier's services and for other development, creation of new features, diagnostic and corrective purposes in connection with the Supplier's services. The Supplier shall own all right, title and interest in and to the Aggregate Data and the Supplier shall not be required to process such data in accordance with this Clause 6.

6.4 Supplier may use and provide Solutions and Professional Services to others that are similar to those provided to Customer hereunder, and Supplier may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Customer, provided that, in each case, no Customer Content, Customer Personal Data or Customer Confidential Information is disclosed thereby.

6.5 The Solutions are continually under review and their features and functionality may change throughout the Term at Supplier sole discretion, provided that the Solution will perform substantially in accordance with the functionality as specified in an Order Form or the Documentation when under use by a User in a manner that conforms to the terms and conditions of this Agreement.

7. CONFIDENTIAL INFORMATION.

7.1 Definition. "**Confidential Information**" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), 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. Confidential Information includes without limitation, all Customer Content, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

7.2 Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

7.3 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES AND SUPPORT SERVICES.

8.1 Supplier Warranties.

(a) Supplier warrants that it shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Order Form and Solution Documentation.

(b) Supplier warrants that the Professional Services shall be performed in a professional manner consistent with industry standards.

8.2 Customer Support. Supplier shall provide customer support in accordance with its most recently published Support Services Guide, available at <https://learningpool.com/what-happens-when-i-contact-support/>.

8.3 DISCLAIMER. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY SUPPLIER HEREUNDER, AND SUPPLIER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SUPPLIER DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WHILE ANY CONTENT CREATED SOLELY BY THE SUPPLIER WILL BE ACCURATE AT THE TIME OF POSTING OR DELIVERY, AND THE SUPPLIER WILL USE REASONABLE ENDEAVOURS TO UPDATE SAME IN A TIMELY FASHION, THE SUPPLIER MAKES NO WARRANTY REGARDING THE CONTINUED ACCURACY OF SAME. SUPPLIER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE ACCURACY OR SUITABILITY OF THE CONTENT MATERIALS OR THAT THE CONTENT MATERIALS WILL MEET CUSTOMER'S REQUIREMENTS OR INTENDED PURPOSES. FURTHERMORE, INFORMATION CONTAINED IN THE CONTENT MATERIALS SHOULD NOT BE CONSTRUED AS PROVIDING LEGAL ADVICE AND SUPPLIER SHALL NOT BE LIABLE FOR CUSTOMER'S RELIANCE ON THE CONTENT MATERIALS.

9. INDEMNIFICATION.

9.1 By Customer. Customer shall defend, indemnify and hold Supplier harmless from and against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("Claim") arising out of (i) any breach by Customer of applicable Privacy Laws; (ii) any breach by Customer of its confidentiality obligations under Clause 7; or (iii) any allegation that the Customer Content or Customer's use of the Solutions as provided hereunder infringes an IP Right.

9.2 By Supplier.

(a) Supplier shall defend, indemnify and hold Customer harmless from and against any Claim against Customer arising out of (i) any breach by Supplier of applicable Privacy Laws; (ii) any breach by Supplier of its data security obligations under Clause 3.4; (iii) any breach by Supplier of its confidentiality obligations under Clause 7; or (iv) an allegation that the Solution as provided hereunder infringes an issued patent or other IP Right. If (x) any aspect of the Solution is found or, in Supplier's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Supplier will promptly and at its own cost and expense at its option: (1) obtain for Customer the right to continue using the Solution; (2) modify such aspect of the Solution so that it is non-infringing; or (3) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Supplier determines in good faith that options (1) - (3) are not feasible, Supplier will remove the infringing items

in the Solution and refund to Customer on a pro-rata basis any paid unused fees paid for such infringing element.

(b) The remedies set forth in this Clause 9.2 are Customer's exclusive remedy for Claims for infringement of an IP Right. Supplier shall have no obligation or liability for any claim pursuant to this Clause to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Supplier to the extent the combination creates the infringement; (ii) unauthorised alteration or modification by Customer of the Solution; or (iii) Supplier's compliance with Customer's designs, specifications, requests, or instructions pursuant to an agreement for Supplier Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

9.3 Indemnification Process. The indemnifying party's obligations under this Clause 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defence and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

10. LIABILITY LIMITS.

10.1 All warranties conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

10.2 Subject to Clause 10.3, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage.

10.3 Nothing in this Agreement shall limit or exclude liability for death or personal injury caused by negligence, fraud, wilful misconduct or any other liability which may not properly be limited or excluded by applicable law.

10.4 Subject to Clause 10.5, neither Party's aggregate liability under or in connection with this Agreement shall (whether in tort, contract, breach of statutory duty or otherwise) exceed a sum equal to the amount actually paid by Customer to Supplier hereunder during the 12-month period prior to the event giving rise to such liability.

10.5 Neither Party's aggregate liability under or in connection with a breach of their respective indemnity obligations under Clauses 9.1 and 9.2 shall (whether in tort, contract, breach of statutory duty or otherwise) exceed a sum equal to three times (3x) the amount actually paid by Customer to Supplier hereunder during the 12-month period prior to the event giving rise to such liability.

11. INSURANCE.

Supplier will maintain during the term of this Agreement the following coverages: (i) Employer Liability insurance, with liability limits of at least £5,000,000; (ii) Public and Product Liability insurance with liability limits of at least £5,000,000; (iii) Professional Liability insurance with liability limits of at least £5,000,000; and (iv) Cyber Insurance with liability limits of at least £5,000,000.

Upon request by Customer, Supplier shall provide Customer a letter from its insurance broker evidencing such coverages.

12. MISCELLANEOUS.

12.1 Force Majeure; Limitations. Supplier shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Supplier's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labour problems, regional technology interruptions, or denial of service attacks.

12.2 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

12.3 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliate or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all such Party's assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

12.4 Governing Law. This Agreement shall be governed and construed in accordance with English laws and the Parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

12.5 Notices. Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by registered prepaid post to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), two (2) business days after being deposited in the mail. Supplier may provide all other notices, invoices or communications related to this Agreement to Customer's billing contact provided to Supplier (i) when

providing details to register as a new customer of the Supplier; or (ii) in writing (including email). Either party may change its contact details for legal notices and/or other notices by giving notice of the new address to the other party pursuant to this Clause and identifying the effective date of such change.

12.6 Marketing. Customer consents to Supplier referencing Customer's name as a Supplier Customer in Supplier publications, case studies its website, trade exhibitions and other marketing materials.

12.7 Rights of Third-Parties. A person who is not a party to this Agreement shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

12.8 Anti-corruption. Both Parties shall comply with all applicable laws, statutes, and regulations, relating to anti-bribery and anti-corruption, including but not limited to, the Bribery Act 2010 and The Foreign Account Tax Compliance Act.

12.9 General. This Agreement, including its Exhibits, Riders and any Order Form or SOW, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except in writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. SUPPLIER'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology (such as DocuSign), and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

SUPPLIER: _____ By: _____ Print Name: _____ Title: _____ Date: _____ Address: 100 Patrick Street, Derry, N Ireland BT48 7EL For legal notice: Address as above Attention: Legal Department With a copy to: contractteam@learningpool.com	CUSTOMER: _____ By: _____ Print Name: _____ Title: _____ Date: _____ Customer's Address: _____ _____ _____ Attn: _____ Address for Legal Notice: _____ _____ _____ Attn: _____
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**AI RIDER
TO THE MASTER SERVICES AGREEMENT**

This **AI Rider to the Master Services Agreement** (“**AI Rider**”) is a part of and subject to the terms and conditions of the Agreement to which it is attached and sets forth additional terms that apply only to the purchase of AI Products from Supplier. Unless otherwise defined, or updated, in this AI Rider, capitalised terms herein shall have the meanings defined in the Agreement.

1. **TERMS AND CONDITIONS.** If Customer desires to license an AI Product, Customer and Supplier may subsequently execute an Order Form which will set forth the specific licensing metrics (number of Users etc.) and associated fees.

2. **DEFINITIONS.** The following definitions shall apply to AI Product orders:

2.1 “AI Product” means a Supplier product with artificial intelligence features. AI Products shall be specifically included within the definition of Solution.

2.2 “Customer Content” for the purposes of the AI Products this definition replaces the same definition in the main body of the Agreement and means any data, content, information and/or materials created, input, provided or made available by the Customer and/or its Users through the Solutions, through use of the software, including without limitation any contributions made by Users, and any substantial (as determined by the Supplier at its absolute discretion) amendments or changes to other Content, and any output generated or returned through use of an LLM, save and except that output generated or returned through use of an LLM may not be unique and an LLM may generate the same or similar output for a third party.

2.3 “LLM” any Supplier product that uses Generative Pre-training Transformer technology to provide a service on a standalone basis or embedded into another product.

2.4 “LLM Usage Policies” means the policies set out at <https://openai.com/policies/usage-policies> and <https://platform.openai.com/docs/guides/moderation/overview> or as otherwise notified to the Customer from time to time and in each case as same may be amended or supplemented from time to time.

3. **USE OF AI PRODUCTS.**

3.1 The Customer shall comply with the LLM Usage Policies in connection with use of an AI Product which form part of the Agreement and are incorporated by reference to same. As between the Customer and the Supplier the Customer shall be fully responsible and shall defend, indemnify and hold Supplier harmless from and against any Claim arising in connection with negligent acts by Customer, resulting in breach of items set in the LLM Usage Policies.

3.2 All right title interest and IP Rights in respect of or arising out of or in connection with any data, content, information or other materials provided by the Customer and/or its Users in connection with their use of AI Products and any input to an AI Product by the Customer and/or its Users, and any data, information, content, or other materials obtained produced or received through use of AI Products shall belong exclusively to Customer (save and except that output generated or returned through use of AI Products or LLM may not be unique and AI Products or LLM may generate the same or similar output for a third party). Accordingly, responses that are requested by and generated for other users are not be considered Customer Content and shall not infringe any Customer rights including without limitation IP rights), and any AI generated process improvements to Supplier’s engine generated and/or returned through use of AI Products or LLM, shall belong exclusively to the Supplier.

3.3 Any third party software, services or other products Customer uses in connection with AI Products are subject to their own terms and Supplier is not responsible for third party products. Artificial intelligence and machine learning are rapidly evolving fields of study. Supplier is constantly working to improve its products to make them more accurate, reliable, safe and beneficial. Given the probabilistic nature of machine learning, use of AI Products may in some situations result in incorrect output that does not accurately reflect real people, places, or facts. Customer should evaluate the accuracy of any output as appropriate for its use case, including by using human review of the output.

3.4 The Customer shall not (i) use any output generated by the AI Product to develop models that compete with the AI Product; (ii) represent any output as being approved or vetted by the Supplier; or (iii) use an AI Product or any output to develop, train or improve any artificial intelligence or machine learning models.

BESPOKE CONTENT RIDER TO THE MASTER SERVICES AGREEMENT

This **Bespoke Content Rider to the Master Services Agreement** ("**Bespoke Content Rider**") is a part of and subject to the terms and conditions of the Agreement to which it is attached and sets forth additional terms that apply only to the purchase of Bespoke Content from Supplier. Unless otherwise defined, or updated, in this Bespoke Content Rider, capitalised terms herein shall have the meanings defined in the Agreement.

1. **TERMS AND CONDITIONS.** If Customer desires to purchase Bespoke Content, Customer and Supplier may subsequently execute an Order Form or Project Terms ("Ordering Document") which will set forth the specific terms and associated fees.

4. **DEFINITIONS.** The following definitions shall apply to Bespoke Content orders:

4.1 "**Acceptance Tests**" means the mutually agreed acceptance tests to be performed on the Deliverables in accordance with Clause 4.

4.2 "**Bespoke Content**" means the Supplier's bespoke or custom content e-learning services.

4.3 "**Budget**" means amount set out in the Project Terms or where no fixed amount is provided for in the Ordering Document the Supplier shall charge a fee based on the time and work involved in accordance with the Supplier's rate card as amended from time to time.

4.4 "**Deliverables**" means the deliverables as set out in the Ordering Document;

4.5 "**Existing Material**" means any material, (including but not limited to software, documentation or data), which is existing at the date of this Agreement or produced after the date of this Agreement independently of this Agreement whether or not same forms part of a Deliverable under the Agreement;

4.6 "**Input Material**" means any and all documents, information and materials (including without limitation software, content, pictures or other images, media files, data, maps, plans, designs, drawings, photographs, source code, artwork, computer graphics, video, film rushes, scripts, master copies) provided by the Customer;

4.7 "**New Material**" means any material (including but not limited to documentation or data) created written or otherwise brought into existence by or on behalf of the Supplier in the course of performing the Agreement and which forms part of a Deliverable, and in which subsists newly created IP Rights but specifically excludes, Other Material and Existing Material

4.8 "**Other Material**" means software, software tools, software sub-routines or modules which can be re-used to configure or build software applications, and methodologies created or enhanced by the Supplier during the performance of this Agreement;

4.9 "**Project**" means the project identified and specified in the Ordering Document and Project Specification;

4.10 "**Project Specification**" means any and all documents, information and materials issued by the Supplier to the Customer setting out the details of the Project and including without limitation the design specification and scripts as updated from time to time;

4.11 "**Project Terms**" means the document produced by the Supplier setting out details of the parties to this Agreement, the specifics of the Project and any special conditions; and

4.12 "**Schedule**" means the anticipated schedule for the Project.

5. BESPOKE CONTENT SERVICES.

5.1 The Supplier shall use reasonable skill and care to produce the Project and the Deliverables in accordance with this Agreement.

5.2 The Budget has been prepared on the basis of project continuity being maintained, including timely review and/or testing of the Deliverables by the Customer. Any delays requested or caused directly or indirectly by the Customer may result in additional costs and expenses, including without limitation additional staffing, equipment or material charges. The Customer shall be liable for such additional costs and expenses and the Budget shall be increased accordingly.

5.3 Subject to the terms of this Agreement, and to payment in full of all sums payable in accordance with this Agreement, upon completion of the Project the Supplier shall deliver the Deliverables to the Customer.

5.4 Any dates in the Schedule, including without limitation in respect of Project milestones and delivery are approximate only and the Supplier shall not be liable for any delays however caused and the Customer shall not be entitled to refuse to accept late delivery or to treat late delivery as a breach of contract. Timing (other than in respect of payment) shall not be of the essence.

6. ACCEPTANCE TESTING.

6.1 Within 7 Business Days of the date of delivery of each Deliverable to the Customer, the Customer shall carry out Acceptance Tests in respect of the relevant Deliverable(s). The Acceptance Tests and the relevant criteria for acceptance shall be as set out in the Project Specification. The Customer must notify the Supplier of the results of the Acceptance Tests within 10 Business Days of the date of delivery or the Deliverables shall be deemed to be accepted. If the Deliverables fail the Acceptance Tests the Customer shall notify the Supplier in writing and provide full and complete reasons and details of such failure. The Supplier shall provide amended Deliverables in respect of any Deliverables properly rejected as soon as reasonably practicable.

7. INTELLECTUAL PROPERTY.

7.1 All IP Rights in and to all Input Materials shall remain with the Customer or its licensors. The Customer, by providing such Input Materials to the Supplier confirms that the Supplier has the right to use, modify, adapt, and edit such materials for use in relation to the Project. The Customer agrees that, where appropriate, the Supplier may incorporate "screen grabs" of its software (including third party software) for incorporation in the Project and/or the Deliverables. The Customer warrants and undertakes that any Input Material and its use by the Supplier will not infringe the copyright or other rights of any third party and the Customer shall defend, indemnify and hold Supplier harmless from and against any Claim arising from any third-party claims relating to the Input Materials.

7.2 All IP Rights in New Material shall belong to the Customer and the Supplier agrees to assign to the Customer all IP Rights in New Material. This Agreement does not affect the IP Rights in Existing Material or Other Material. For any IP Rights in Existing Material or Other Material which the Customer reasonably requires to take the benefit of this Agreement the Supplier agrees to grant a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use such IP Rights but only as part of the Project.

8. MATERIALS AND RIGHTS OF USE

Title in and to the Deliverables shall not pass to the Customer until the Supplier has received cleared funds payment in full in accordance with this Agreement or any other agreement with the Customer.

9. EXCLUSIONS

9.1 The Supplier shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, or arising from their late arrival or non-arrival, or any other fault of the Customer.

9.2 The Supplier shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Project, if the delay or failure was due to any cause beyond the Supplier's reasonable control.

9.3 The limitations set out in Clause 10.4 and 10.5 of the Agreement shall not apply to a breach of the Customer's indemnification obligations under this Bespoke Content Rider (whether in tort, contract, breach of statutory duty or otherwise).

EXHIBIT A
DPA

The following terms are incorporated by reference into the Agreement as applicable.

1. Definitions

- (a) **"Customer Personal Data"** means any Personal Data contained within the Customer Content or provided by the Customer in respect of its Users.
- (b) **"Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processor", and "Processing"** are each as defined in the GDPR (and **"Processes", "Processed", and "Process"** shall be interpreted accordingly).
- (c) **"Documentation"** means the applicable documentation for the services made available to Customer by Supplier from time to time and which sets out a description of the services and the user instructions for the Services.
- (d) **"GDPR"** means, as applicable, the European Union General Data Protection Regulation 2016/679 and/or the UK GDPR, as defined in section 3(10) (as supplemented by section 205(4)) of the United Kingdom's Data Protection Act 2018 (the **"DPA 2018"**).
- (e) **"Losses"** means losses, damages, claims, liabilities, costs (including costs of investigation, litigation, settlement, and judgment), claims, demands, disbursements, expenses (including legal costs on a solicitor and own-client basis), fees, interest, and penalties (including fines imposed by regulatory bodies or supervisory authorities).
- (f) **"PECR"** means The Privacy and Electronic Communications (EC Directive) Regulations 2003.
- (g) **"Privacy Laws"** means the GDPR (and any applicable implementing laws, statutes or regulations of any European Union Member State), the DPA 2018, PECR, the California Consumer Privacy Act of 2018, Cal. Civ. Code §1798.100, et seq. and its implementing regulations, as amended by the California Privacy Rights Act (the **"CCPA"**), and Canada's Personal Information Protection and Electronic Documents Act (the **"PIPEDA"**).
- (h) **"Security Incident"** means as defined at clause 6.
- (i) **"Standard Contractual Clauses"** means the standard contractual clauses for the transfer of Personal Data to third countries pursuant to the GDPR, adopted by the European Commission under Commission Decision (EU) 2021/914 2021 (**"EU SCCs"**) and the UK International Transfer Addendum to the EU SCCs (**"UK Addendum"**).

2. Compliance with Privacy Laws. Each Party shall comply with its respective obligations under all applicable Privacy Laws in relation to any and all Customer Personal Data that it Processes under or in connection with the Agreement.

3. Status of the Parties. To the extent that the GDPR applies to the activities of either Party under or in connection with the Agreement, the Parties hereby acknowledge and agree that (unless otherwise expressly stated in the Supplier's [UK and EU Privacy Policy](#)) the Customer is a Controller and Supplier is a Processor in connection with the Solutions. The details of the Processing of the Customer Personal Data pursuant to the Agreement are set out in clause 16 of this Exhibit.

4. Customer responsibilities. Customer warrants, represents, and undertakes that:

- (a) it has and shall, throughout the term of the Agreement, maintain (at its own cost and expense) all relevant regulatory registrations and notifications as required from time to time under applicable Privacy Laws;
- (b) all data or information provided by Customer to Supplier under or in connection with the Agreement shall comply in all respects with applicable Privacy Laws (including, for example, by providing all required notices to, and obtaining all required consents from Users);
- (c) it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Customer Personal Data to Supplier for the duration of the Agreement;
- (d) all instructions that Customer gives to Supplier in respect of the Customer Personal Data shall at all times fully comply with applicable Privacy Laws;
- (e) it shall not unreasonably withhold, delay, or make conditional its agreement to any change or amendment to this Exhibit requested by Supplier to ensure that the Processing complies with applicable Privacy Laws; and
- (f) it shall establish and maintain adequate security measures to safeguard the Customer Personal Data in its possession or control from unauthorised or unlawful destruction, corruption, Processing or disclosure, and shall maintain complete and accurate back-ups of all Customer Personal Data provided to Supplier (or anyone acting on Supplier's behalf) so as to be immediately able to recover and reconstitute such Customer Personal Data in the event of loss, damage, or corruption thereof or thereto.

5. **Scope and confidentiality of Processing.** Supplier shall ensure that any person that it authorizes to Process the Customer Personal Data, including Supplier's staff, agents and subcontractors (an "**Authorized Person**"), shall be subject to a legally binding duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to Process the Customer Personal Data who is not under such a duty of confidentiality. Supplier shall ensure that all Authorized Persons Process the Customer Personal Data only as necessary for the purposes permitted under the Agreement. Supplier shall only Process (and shall ensure that its Authorized Persons shall only Process) the Customer Personal Data in accordance with this Exhibit and (subject to the remainder of this clause 5) with Customer's reasonable prior written instructions to Supplier (and not otherwise unless alternative Processing instructions are agreed beforehand between the Parties in writing), except where otherwise required by applicable laws to which Supplier is subject. Supplier shall immediately inform Customer if Supplier believes that any instruction received by it from Customer infringes or may infringe applicable Privacy Laws, and Supplier shall be entitled to cease performing the relevant services under the Agreement until the Parties have agreed appropriate amended instructions which are not infringing (but, where Supplier does not cease performing the relevant services, then, to the maximum extent permitted by law and subject to the terms of the Agreement, Supplier shall have no liability (howsoever arising) for any Losses suffered or incurred by Customer and which arise directly or indirectly from or in connection with any Processing in accordance with such instruction following Supplier's having informed Customer of the relevant infringement or potential infringement in accordance with this clause 5. Customer acknowledges and agrees that the execution of any computer command to Process (including deletion of) any Customer Personal Data made in the use of any of the services by the Customer's personnel or a third party instructed by the Customer will constitute a Processing instruction (other than to the extent such command is not fulfilled due to technical, operational, or other reasons, including as set out in the Documentation). Customer shall ensure that its personnel or a third party instructed by the Customer do not execute any such command unless expressly and specifically authorized by Customer (and by all other relevant Controller(s)) and acknowledges and accepts that, if any Customer Personal Data is deleted pursuant to any such command, Supplier is under no obligation to seek to restore it. For clarity, and subject to the terms of the Agreement, Supplier shall have no liability for any Losses suffered or incurred by Customer arising out of any breach of the Privacy Laws or this Exhibit to the extent that such Losses (or the circumstances giving rise to them) are contributed to or caused by Customer.
6. **Security.** Supplier shall implement appropriate technical and organizational measures to protect the Customer Personal Data: (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or unauthorised access to the Customer Personal Data (a "**Security Incident**"). Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context, and purposes of Processing (as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons) and (as appropriate):
- (a) the pseudonymization and encryption of the Customer Personal Data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of Processing systems;
 - (c) the ability to restore the availability and access to the Customer Personal Data in a timely manner in the event of a physical or technical incident; and
 - (d) a procedure for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.
7. **Subprocessing.** Customer consents to Supplier's use of its existing sub-processors, which is provided at <https://learningpool.com/subprocessors/> and grant Supplier a general written authorization to engage sub-processors as necessary to perform the Services. Where Supplier authorises any sub-processor as described in this Clause 7 (i) Supplier will restrict the sub-processor's access to Customer Personal Data only to what is necessary to maintain, improve, develop, analyse and enhance the Services (including without limitation customer and technical support) or to provide the Services to Customer and any end users in accordance with the Documentation and Supplier will prohibit the sub-processor from accessing Customer Personal Data for any other purpose; (ii) Supplier will enter into a written agreement with the sub-processor and, to the extent that the sub-processor is performing the same data processing services that are being provided by Supplier under this Exhibit, Supplier will impose on the sub-processor the same contractual obligations that Supplier has under this Exhibit; and (iii) Supplier will remain responsible for its compliance with the obligations of this Exhibit and for any acts or omissions of the sub-processors that cause Supplier to breach any of Supplier's obligations under this Exhibit.
8. **Data Transfer.** To the extent that the activities of either Party pursuant to the Agreement are subject to the GDPR, Customer agrees that Supplier may transfer Customer Personal Data Processed by or on behalf of Supplier in connection with the provision of the services to countries outside the European Economic Area ("**EEA**") and the United Kingdom ("**UK**") provided all such transfers by Supplier shall (to the extent required under Privacy Laws) be: (i) to a country, territory, or jurisdiction deemed, at the time of such transfer, by both the European Commission and the U.K. (pursuant to section 17A of the DPA 2018) to have an adequate level of protection pursuant to Article 45 of the GDPR (an "**Adequate Country**"); (ii) to an entity that is based in a country, jurisdiction, or territory that is not an Adequate Country (a "**Non-Adequate Country**") but which is certified under a framework deemed adequate and approved by the European Commission (such as the EU-US Data Privacy Framework, the UK Extension established thereto pursuant to the UK's Data Protection (Adequacy) (United States Of America) Regulations 2023, and the Swiss-US Data Privacy Framework); or (ii) to any other entity located in a Non-Adequate Country provided always that: (x) either Party has provided appropriate safeguards in relation to such transfer; (y) the relevant Data Subjects have enforceable rights and effective legal remedies; and (z) Supplier complies with its obligations under

the Privacy Laws by providing an adequate level of protection to any Customer Personal Data that is thus transferred. The provisions of this clause 8 shall constitute Customer's instructions with respect to transfers in accordance with clause 5 of this Exhibit. Customer acknowledges that, due to the nature of cloud services, the Customer Personal Data may be transferred to other geographical locations in connection with use of the services further to access and/or computerized instructions initiated by the Customer's personnel or third parties instructed by the Customer, and Customer acknowledges that Supplier does not control such Processing and Customer shall ensure that its personnel (and all others acting on its behalf) only initiate the transfer of Customer Personal Data to other geographical locations if appropriate safeguards are in place and that such transfer is in compliance with all applicable Privacy Laws.

9. **Cooperation and Data Subjects' rights.** Supplier shall, at Customer's own cost (and always taking into account the nature of Processing by, and information available to, Supplier) provide to Customer such reasonable and timely assistance as Customer may reasonably require to enable Customer to respond to: (i) any request from a Data Subject to exercise any of its rights under applicable Privacy Laws (including its rights of access, correction, objection, erasure and data portability and right to prohibit sale or resale, as applicable); and (ii) any other correspondence, inquiry, or complaint received from a Data Subject, regulator or supervisory authority, or other third party in connection with the Processing of the Customer Personal Data. If any such request, correspondence, inquiry, or complaint is made directly to Supplier, Supplier shall promptly inform Customer, providing full details of the same. Notwithstanding anything to the contrary in the Agreement, Supplier reserves the right to disclose the identity of Customer to any relevant Data Subject following Supplier's receipt of any such request, correspondence, inquiry, or complaint.
10. **Data protection impact assessments.** If Supplier believes or becomes aware that its Processing of the Customer Personal Data is likely to result in a high risk to the data protection rights and freedoms of relevant Data Subjects, it shall promptly inform Customer and shall, at Customer's own cost (and always taking into account the nature of Processing by, and information available to, Supplier), provide Customer with such reasonable and timely assistance as Customer may reasonably require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.
11. **CCPA Compliance.** If Supplier is a service provider under the CCPA, Supplier shall not sell, rent, lease, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, personal information of California residents (referred to as "consumers" under the CCPA) to another business, person, or third party for monetary or other valuable consideration. Supplier shall not disclose personal information of California residents to another business, person, or a third party, except for the purpose of performing Services specified in the Agreement or to the extent such disclosure is permitted hereunder or required by applicable law. Supplier may disclose personal information of California residents required by applicable law only after: (i) notifying Customer of the legal requirement prior to disclosing any the information (unless otherwise prohibited by applicable law); and (ii) taking steps to ensure that only the information that is legally required is disclosed. Supplier shall notify Customer of any verifiable consumer request within two (2) working days of receiving it and shall, at Customer's cost, provide reasonable assistance to Customer with meeting its CCPA compliance obligations and responding to CCPA-related inquiries. Supplier certifies that it understands and will comply with the restrictions of this clause 11.
12. **Security Incidents.** Upon becoming aware of a Security Incident, Supplier shall inform Customer without undue delay (and in any event within 72 hours) and shall provide all such timely information and cooperation as Customer may reasonably require in order for Customer to fulfill its data breach reporting obligations under (and in accordance with the timescales required by) applicable Privacy Laws. Supplier shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident for which Supplier is responsible and shall keep Customer informed of all material developments in connection with the Security Incident. An unsuccessful Security Incident will not be subject to this Clause 12. An unsuccessful Security Incident is one that results in no unauthorised access to Customer Personal Data or to any of Supplier's equipment or facilities storing Customer Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorised access to traffic data that does not result in access beyond headers) or similar incidents.
13. **Records and audits.** Supplier shall maintain accurate records and information to demonstrate its compliance with this Exhibit. Where Supplier has obtained ISO 27001 certifications and SSAE 18 Service Organization Control (SOC) 2 reports for a particular Service as described in the Documentation, Supplier agrees to maintain these certifications or standards, or appropriate and comparable successors thereof, for the duration of the Agreement. Upon request, Supplier shall provide a copy of its certification audit reports to Customer (or Customers third-party auditor) a completed annual security questionnaire, a report confirming compliance with this Exhibit, and the then most recent third-party audit certification to assist Customer's verification of Supplier's compliance with the audit standards against which it has been assessed, and this Exhibit. Such information shall be strictly subject to the confidentiality provisions of the Agreement. Customer and Supplier shall each bear the respective costs and expenses in undertaking, enabling, facilitating, and/or contributing to any such audit or inspection and assisting with the provision of information pursuant thereto. Supplier uses external auditors to verify the adequacy of its security measures. This audit: (a) will be performed at least annually; (b) will be performed according to ISO 27001 standards or such other alternative standards that are substantially equivalent to ISO 27001; (c) will be performed by

independent third-party security professionals at Supplier's selection and expense. Customer agrees to exercise any right it may have to conduct an audit or inspection, by instructing Supplier to carry out the audit described in Clause 13. If Customer wishes to change this instruction regarding the audit, then Customer has the right to request a change to this instruction by sending Supplier written notice as provided for in the Agreement, but any other measures would be at the Customer's cost.

14. **Disclosure to authorities.** Supplier acknowledges that Customer may disclose these terms and the data privacy provisions of this Exhibit and the Agreement to the US Department of Commerce, the Federal Trade Commission, recognized EEA or UK supervisory authority, or any other US or EEA judicial or regulatory body upon their request and that any such disclosure shall not be deemed a breach of confidentiality.
15. **Deletion of Customer Personal Data.** Supplier will provide services to return Customer Personal Data at the point of termination. On termination of the Agreement Supplier will delete Customer Personal Data in accordance with Supplier's cancellation policy when requested by Customer although it may take a further 12 months for all data to roll out of encrypted back ups. Supplier may retain personal data for a longer period in the event of a complaint or if Supplier reasonably believes there is a prospect of litigation or based on applicable legislation (e.g. for archiving purposes). In some circumstances Supplier will anonymise data (so that it can no longer be associated with an individual), in which case Supplier may use this information indefinitely without further notice.
16. **Processing particulars.**
 - (a) *Subject matter and purpose of the Processing of Customer Personal Data:* Supplier's performance of its obligations under the Agreement.
 - (b) *The nature of the Processing of Customer Personal Data:* Compute, storage and such other Services as described in the contract and maintenance, development, analysis, improvement and enhancement of the Services and customer and technical support, and initiated by Customer from time to time.
 - (c) *The types of Customer Content to be Processed:* Name, email address and department Customer Personal Data uploaded to Supplier platforms for the purposes of learning, technical data such as IP address, browser type and version, location, operating system/platform, usage data on how users use the Supplier services.
 - (d) *The categories of data subject to whom the Customer Content relates:* The data subjects may include Customer employees, suppliers and end-users.
 - (e) *The duration of the Processing of Customer Personal Data:* As between Supplier and Customer, the duration of the data processing under this Exhibit is determined by the duration of the contract and is retained after termination of the contract until deleted in accordance with Supplier's cancellation policy although it may take a further 12 months for all data to roll out of encrypted backups.