

TRIBAL END USER TERMS

1. Tribal End User Terms

1.1 This Schedule governs the use of the Tribal Software and the Software Service during the Term.

Definitions	For the purpose of this Schedule, the words and expressions below shall have the following meanings: ID: all log-on identifiers, including usernames and passwords, assigned to, or created by the Customer in order to access or use the Software and/or Software Service; Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, Database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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; Online Service: computing services and capabilities such as Software, Software Service, software platforms, hardware platforms, infrastructure and similar capabilities, which are delivered by Tribal to the Customer over a data network (including the Internet), rather than provided locally or on-site. The Software and hardware assets are owned/provided by Tribal and the Customer is billed for usage; On Premise Software: Software provided in object code form or any other form, which is located on the Customer's servers or on a third-party provider's servers with whom the Customer has contracted with the prior written consent of Tribal, as applicable; Open Source Software: open-source software as defined by the Open Source Initiative or the Free Software Foundation; Permitted Purpose: the Customer's use of the Software and Software Service is restricted to: (a) the internal business requirements of the Customer only; and (b) no other use, unless it has the prior written consent of Tribal, which the Customer acknowledges may be subject to additional Fees if approved by Tribal. Permitted Users: the users or groups of users permitted by the Customer to access and utilise the functionality of the Software and/or Software Service, for example, enrolled students and Learners of the Customer; Prohibited Content: content that infringes any Intellectual Property Rights or data protection, privacy or other rights of any other person, is defamatory or in breach of any contractual duty or any obligation of confidence, is obscene, sexually explicit, threatening, inciteful of violence or hatred, blasphemous, discriminatory (on any ground), knowingly false or misleading, or that does not comply with all applicable laws and regulations or is otherwise objectionable or prohibited as set out in any acceptable use policy published online through the Software and/or
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	Software Service, as updated by Tribal from time to time; Registered Users: authorised users of the Customer, for example, stakeholders, enquirers, administrative, teaching or other staff and approved contractors (which specifically excludes any direct or indirect competitor of Tribal) and sponsors of the Customer who have the ability to access the Software and/or Software Service; Site: the location agreed by the Parties; Software: the specified software provided by Tribal; Software Service: the applicable service used by the Customer to access the specified Software, e.g. On Premise Software and/or Tribal Cloud SaaS, Tribal Edge SaaS and/or Tribal Edge Dynamics SaaS; Tribal Cloud SaaS: the specified Software made available to Registered and Permitted Users as an Online Service; Tribal Edge SaaS: the specified Software made available to Registered and Permitted Users as an Online Service; Tribal Edge Dynamics SaaS: the specified Software made available to Registered and Permitted Users on a third-party provider's servers with whom the Customer has contracted with the prior written consent of Tribal; Third-Party Software: any software (including Open Source Software) provided by Tribal in connection with the Software Service, and which is integrated into the Software, the copyright of which is not owned by Tribal Term: the agreed duration for the Software Service.
Intellectual Property Rights	Tribal's Software and the Software Service are protected by copyright and other Intellectual Property Rights. All Intellectual Property Rights (and any other rights) in and to the Software and/or the Software Service are retained by Tribal or its suppliers.
Software Service and Customer's Rights	In relation to Tribal Cloud SaaS, Tribal Edge SaaS and Tribal Edge Dynamics SaaS, Tribal grants to the Customer a non-transferable and non-exclusive right to access and use the Software Service for the Permitted Use for the Term, subject to these End User Terms. In relation to the On Premise Software Service, Tribal grants to the Customer a non-transferable, non-exclusive, revocable and limited licence to access and use the On Premise Software for the Permitted Use at the Site for the Term, subject to these End User Terms.
Use of Software and Service Documentation	Tribal grants to the Customer a non-transferable, non-exclusive, revocable and limited licence to access and use the applicable Software and Service Documentation and any other materials agreed in writing, for the Permitted Use during the Term.
Customer Responsibilities	The Customer shall be responsible for all access to and use of the Software and Software Service by its Registered and Permitted Users. The Customer shall only provide its Registered and Permitted Users with access to the Software via the Software Service approved by Tribal (e.g. On Premise and/or Tribal Cloud SaaS, Tribal Edge SaaS and/or Tribal Dynamics SaaS). The Customer shall immediately notify Tribal in the event that the Customer becomes aware of breach of this obligation by any person.

Customer to maintain Security and Confidentiality	The Customer shall be responsible for ensuring the security and confidentiality of all IDs. The Customer acknowledges and agrees that it will be solely responsible for all activities that occur under such ID. The Customer shall promptly notify Tribal upon becoming aware of any unauthorised access to or use of the Software and/or Software Service and provide all reasonable assistance to Tribal to bring an end to such unauthorised access or use.
Customer Obligations	The Customer shall: (a) comply with all applicable laws and regulations with respect to its activities; (b) obtain and maintain all necessary licenses, consents, and permissions necessary for Tribal to perform its obligations, if any; (c) in relation to On Premise Software, keep a complete and accurate record of the Customer's copying and disclosure of the Software, its location, and its Registered Users, and produce such record to Tribal on request from time to time; (d) pay, for broadening the scope of the licences or metric band to cover use not authorised by Tribal, an amount equal to the Fees which Tribal would have levied had it licensed or granted such unauthorised use on the date when such use commenced together with interest at the rate of 4% above the base lending rate of the reserve bank in the jurisdiction (or if there is no such reserve bank or base lending rate at 4% above the base lending rate of the Bank of England) from such date until the date of payment; (e) in relation to On Premise Software, install it solely and exclusively on designated hardware platforms and only at the Site, not copy the whole or any part of the Software, provided that the Customer shall be entitled to make one (1) copy of the Software in machine-readable form for back-up purposes only (such copies to be subject to the restrictions relating to use of the On Premise Software). Any change to the Site or any change or replacement to the designated hardware platform, by either Party, is to be undertaken by a Change Request Agreement and maybe subject to additional Fees; (f) reproduce on any copy of the Software and/or Software and Service Documentation, any copyright and trademark notice of Tribal and/or any third party proprietor; (g) not, in relation to Tribal Cloud SaaS, install the Software on the Customer's equipment; (h) not translate, modify, adapt or create derivative works from the Software; (i) not obscure, amend or remove any copyright notice, trademark or other proprietary marking on, or visible during the operation or use of, the Software, Software and Service Documentation or Third-Party Software; (j) not attempt to discover or gain access to the source code for the Software or reverse engineer, modify, decrypt, extract, disassemble or decompile the Software or Third-Party Software (except strictly to the extent that the Customer is permitted to do so under applicable law in circumstances under which Tribal is not lawfully entitled to restrict or prevent the same), including in order to: (i) build a competitive product or service; (ii) build a product using similar ideas, features, functions or graphics of the Software; or

- (iii) copy any ideas, features, functions or graphics of the Software;
- (k) not attempt to interfere with the proper working of the Software and/or Software Service and, in particular, must not endanger its operation, nor attempt to circumvent or endanger security, licence control or other protection mechanisms, or tamper with, hack into or otherwise disrupt the Software and/or Software Service or any associated website, computer system, server, router or any other internet-connected device;
- (l) not separate the component parts of the Software for use on more than one hosted service without the prior written consent of Tribal;
- (m) not introduce any software virus or other malware that may infect or cause damage to the Software or Software Service;
- (n) in relation to On Premise Software, not merge or combine the whole or any part of the Software with any other software or documentation, except with the prior written consent of Tribal;
- (o) not resell, sublicense, rent, lease, sell, assign, lend, transfer, charge, novate or otherwise deal with the Software and/or Software Service and/or this Agreement, or use the Software and/or Software Service, for the benefit of anyone other than the Customer and not allow or permit a third party to do so;
- (p) not allow the Software and/or Software Service to become the subject of any charge, lien or encumbrance without the prior written consent of Tribal;
- (q) not deal in any other manner with any or all of its rights and obligations without the prior written consent of Tribal; and/or
- (r) not use the Software and/or Software Service:
 - (i) to provide any application service provider offering, hosted services or bureau services;
 - (ii) to upload, store, post, email, transmit or otherwise make available any Prohibited Content;
 - (iii) to impersonate any person or entity or otherwise misrepresent the Customer's relationship with any person or entity;
 - (iv) to engage in any fraudulent activity or further any fraudulent purpose;
 - (v) to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organisation(s) designated by the government of the applicable jurisdiction or any foreign government as a terrorist organisation;
 - (vi) to "stalk" or otherwise harass another person;
 - (vii) to provide false identity information to gain access to or use the Software and Software Service;
 - (viii) to link or use the Software and Software Service in combination with the software or services of a third party without Tribal's prior written consent and/or without obtaining all necessary permissions and/or licences at no cost to Tribal;
 - (ix) to collect or store personal data about other users in connection with the Prohibited Conduct and activities set out in sub-clauses (r)(i) to (viii); and/or
 - (x) in a manner as prohibited by any third party service provider to Tribal in respect of the Software. Software Service or Services, as advised to

	the Customer from time to time, and shall not permit any third party to do any of the foregoing.
Use of Third-Party Software outside scope	The Customer acknowledges that some of the Software and/or Software Services may include Third-Party Software. Any use of Third-Party Software is subject to the rights and obligations under such third-party's licence. To the extent there is a conflict between this Schedule and the third-party licence, the terms of the applicable third-party licence shall control (in respect of the Third-Party Software). These End User Terms apply to any Third Party Software provided with the Software and/or Software Service.
Export	Neither party shall export, directly or indirectly, any technical data acquired from the other party (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations, including United States export laws and regulations, to any country for which any government (or any agency thereof), at the time of export, requires an export licence or other governmental approval without first obtaining such licence or approval.
Termination	Without prejudice to any other rights, Tribal may terminate or suspend the Customer's rights to access and use the Software and Software Service if the Customer fails to comply with these terms in any material respect. In the event of termination or suspension the Customer must stop using and/or accessing the Software and Software Service.