

Software as a Service Agreement (“SaaS”)

These terms, including all schedules are entered into as of the date listed on the Order Form between My Learning Hub Limited, incorporated and registered in England and Wales with company number 08974897 whose registered office is at 3 Martineau Drive, Twickenham, TW1 1PZ. (“**Supplier**”) and the customer identified on the Order Form (“**Customer**”), collectively the “**Parties**”.

BACKGROUND

- (A) The Supplier has developed certain software applications which it makes available to subscribers via the internet for the purpose of staff training and learning management.
- (B) The Customer wishes to use the Supplier's service in its business operations.
- (C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this agreement.

Agreed terms

The following definitions and rules of interpretation apply in this SaaS together with all other definitions contained in the accompanying Order Form, Data Processing Terms (User details: first name, last name, email address to access the Authoring Tool, subject to the clients requirements) and Service Level Agreement.

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Change of Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Confidential Information: information that is proprietary or confidential which may or may not be clearly labelled as such or identified as Confidential Information. All information (in any medium or format, including written, oral, visual or electronic) which is marked or described as "confidential" and which relates to a party (the "**Disclosing Party**") or to its employees, officers, customers or suppliers and which is directly or indirectly disclosed by the Disclosing Party to the other (the "**Recipient Party**") in the course of their dealings relating to this Agreement, whether disclosed before or after the commencement date stated on the Order

Form other than:

(a) information which is in the public domain other than as a result of breach of this Agreement;(i) information which the Recipient Party received, free of any obligation of confidence, from a third party which itself was not under any obligation of confidence in relation to that information; and(ii) Information which was developed or created independently by or on behalf of the Recipient Party;

(b) information which the Recipient Party received, free of any obligation of confidence, from a third party which itself was not under any obligation of confidence in relation to that information; and(i) Information which was developed or created independently by or on behalf of the Recipient Party;

(c) Information which was developed or created independently by or on behalf of the Recipient Party;

Customer Data or Customer Content: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Data Protection Legislation: means the Privacy and Electronic Communication (EC Directive) Regulations 2003, the General Data Protection Regulation 2016 ("**GDPR**"), the UK Data Protection Act 2018 and all applicable laws and regulations in the UK that relate to the protection and processing of personal data and privacy including any mandatory guidance and codes of practice issued by the UK's Information Commissioner, all as amended, replaced or superseded from time to time. "**Controller**", "**Data Subject**", "**Personal Data**", "**Processing**" and "**Processor**" shall each have the meanings given in the applicable Data Protection Legislation.

Documentation: means the documentation produced by the Supplier and made available to the Customer specifying how the Services and the Software should be used.

Effective Date or Commencement Date: the date stated on the Order Form.

Initial Subscription Term: the initial fixed term of this agreement as set out in the Order Form.

Intellectual Property Rights: means all intellectual property rights which subsist now or in the future, in any part of the world, whether registered or unregistered, including any application or right of application for such rights, any renewals or extension, and any rights to claim priority from (and the "intellectual property rights" referred to above include copyright

and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights, rights in designs and all similar or equivalent rights and forms of protection).

Malware: 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 re-arranging, 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.

Normal Business Hours: 8.00 am to 6.00 pm local UK time, from Monday to Friday.

Renewal Period: the period described in clause 16 (Term).

Services: means all the services provided or to be provided by the Supplier to the Customer under this Agreement as specified in Order Form.

Service Start Date: means the earlier of:

(a) the 'Service Start Date' confirmed in the Order Form; and

(b) the date on which the Customer's subscription with the Supplier first became active.

Software or Platform: the online software applications provided by the Supplier as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in the Order Form.

Subscription Term: has the meaning given in clause 16 (Term) being the Initial Fixed Subscription Term together with any subsequent Renewal Periods as set out in the Order Form and as measured from the Service Start Date.

Supplier's Service Level Agreement: the Supplier's policy for providing support in relation to the Services, as set out at Schedules 1-3 of this SaaS Agreement and the Service Level Agreement.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 2 (User subscriptions) which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

Virus: any thing or device (including any software, code, file or programme) 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 programme or data, including the reliability of any programme or data (whether by re-

arranging, altering or erasing the programme 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 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of commencement of services pursuant to the Order Form.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation under that statute or statutory provision.
- 1.9 A reference to writing or written includes faxes but not e-mail.
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. User subscriptions

- 2.1 Subject to the Customer purchasing the Services in accordance with the Purchase Order and this Agreement, the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services during the Subscription Term solely for the Customer's internal business operations.

3. Customer Obligations

- 3.1 The Customer shall:

provide the Supplier with all reasonably necessary co-operation in relation to this Agreement;

- a) ensure that its Authorised Users use the Services, Software and Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- b) ensure that it and any Authorised Users abide by all applicable laws and regulations in connection with their use of the Services;
- c) ensure that it and any Authorised Users abide, do not abuse, attempt to circumvent, or violate any rules, regulations, or terms of service of any systems or software connected to the platform on which the Services are provided;

3.2 The Customer shall not knowingly access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

3.3 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means.
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services; or
- (c) use the Services and/or Documentation to provide services to third parties, except via the Authoring Tool or Hubs which can be used to deliver training content to third parties; or
- (d) subject to clause 23 (Assignment), license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause ; or
- (f) introduce or permit the introduction of, any Virus into the Supplier's network and information systems.

3.4 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

3.5 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

4. Services

4.1 The Supplier shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this agreement.

4.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during a maintenance window during Normal Business Hours, subject to reasonable prior notice being given to the Customer; and
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer reasonable notice in advance.

4.3 The Supplier will, as part of the Services (and in consideration of the support fees set out in the Order Form), provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Service Level Agreement in effect at the time that the Services are provided. The Customer may purchase enhanced support services separately at the Supplier's then current rates.

Subscription Rights and Access

- 4.4 Subject to Customer's payment of the fees confirmed in the Order Form at the front of this Agreement and compliance with the terms of this Agreement, Supplier grants Customer the non-exclusive limited-time subscription and right to use the Services and/or Training Services in accordance with this Agreement. Further, Supplier agrees that Customer may access and use, and permit each Authorised User to access and use, the Services for its intended purpose, in accordance with the specifications confirmed in any Documentation and subject to the terms of this Agreement and the limits on User Count, Order Volume, SKU Count, Feature Set, Channels, and/or other use restrictions specified on the Order Form. Subject to Customer's payment of the fees confirmed in the Order Form and compliance with the terms of this Agreement, Supplier shall provide to Customer the necessary passwords, security protocols and policies, and network links or connections to allow Customer and its Authorised Users to access the Services. Supplier shall provide the Customer and Authorised Users with (a) support for the Services and (b) access to enhancements and maintenance modifications as they become available. Customer and its Authorised Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment, and Internet service necessary for the use of the Services. All other rights not expressly granted in this Agreement are reserved by the Supplier.
- 4.5 For the avoidance of doubt, the Customer has no right to access the object code or source code of the Software at any time.

Customisations

- 4.6 From time to time the Supplier and the Customer may agree that the Supplier will customise the Services in accordance with a specification agreed in writing between the parties ("**Customisation**"). From the date when a Customisation is first made available to the Customer, the Customisation shall form part of the Software and Services under this Agreement. The Customer acknowledges that the Supplier may make any Customisation available to its other customers at any time after making available that Customisation to the Customer. All Intellectual Property Rights in the Customisations shall, as between the parties, be the exclusive property of the Supplier. The only exception is whereby any Custom Training Content developed for or by the Customer, shall remain the exclusive property of the Customer. The Customer will be responsible for procuring any third-party cooperation reasonably required by the Supplier to enable the Supplier to fulfil its obligations in providing Customisations.

Beta Services

- 4.7 From time to time, Supplier may invite Customer to try certain beta services, including pilot, limited release, developer preview, non-production, or evaluation services ("**Beta Services**") at no charge. Customer may accept or decline any such trial. Beta Services will be clearly

designated as such by Supplier. Beta Services are provided "as is" without a warranty or guarantee and are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. Supplier may discontinue Beta Services at any time and may never make them generally available. Supplier will have no liability for, and Customer hereby releases Supplier from, any liability or damage arising out of or in connection with any Beta Services.

Software Updates

4.8 Supplier may change, modify, upgrade, or discontinue any aspect or feature of Software in whole or in part. Such changes, upgrades, modifications, additions, or deletions will be effective immediately upon notice thereof, which may be made by posting such changes to the Supplier's website or directly via email to Customer. In the event Supplier modifies or discontinues any content or feature of Software which results in reduction of functionality or degradation of the Services, Supplier shall provide comparable functionality. Supplier shall, from time to time, develop new features, which may be offered to Customers for additional fees.

Limitations

4.9 Customer shall not, and shall not authorize or permit any Authorized User to (a) rent, loan, or re-license rights to access and/or use the Services (except as specifically provided herein); (b) copy, modify, disassemble, decompile, or reverse engineer software included as part of the Services and/or the Documentation; (c) share identification or password codes with persons other than Authorized Users, or permit Customer's account to be accessed by individuals who are not Authorized Users; (d) access, use, or permit a third party to access or use the Services for purposes of competitive analysis, including the development, provision, or use of a competing software or service or for any other purpose that may be to Supplier's detriment or commercial disadvantage; (e) intentionally install malware, spyware, or similar application intended to monitor, damage, or do harm to Supplier's Platform; (f) exceed the number of monthly or other periodic order numbers confirmed in the Order Form or use any Features Sets not included in the Order Form without additional fees or Service tier; or (g) use the Services in any way not expressly provided for in this Agreement. Customer shall be responsible under this Agreement for all activities that occur under Customer's account and for all actions of Customer or its Authorized Users and both Customer and Authorized Users shall use the Services in accordance with the terms of this Agreement and any additional

Terms of Service on the Supplier's website. In the event of any conflict between the terms of this Agreement and any Terms of Service on Supplier's website, this Agreement shall take precedence. Customer shall immediately notify Supplier of any unauthorized use of Customer's passwords or account, or any other breach of security that is known or suspected by Customer.

Non-Supplier Applications

- 4.10 The Customer acknowledges that Supplier may enable or assist it to access and/or purchase content or technical applications offered by third parties ("**Non-Supplier Application**") either directly from the Supplier app store or via third party websites. Any use by Customer and any exchange of data between Customer and the provider of Non-Supplier Applications is solely between Customer and the applicable provider. Supplier does not warrant or support Non-Supplier Applications or other non-Supplier products or services. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the access, content or use of, or correspondence with, any such third party, or any transactions completed, and any contract entered into by the Customer, with any such third party.
- 4.11 If Customer installs or enables a Non-Supplier Application for use with the Services, Customer hereby grants Supplier permission to allow the provider of that Non-Supplier Application to access Customer's data and content as required for the interoperation of that Non-Supplier Application with the Services. Supplier is not responsible for any disclosure, modification, or deletion of any of Customer's data or content resulting from access by a Non-Supplier Application. The Services may contain features designed to interoperate with Non-Supplier Applications. To use such features, Customer may be required to obtain access to Non-Supplier Applications from their providers, and may be required to grant Supplier access to Customer's account(s) on the Non-Supplier Applications. If the provider of a Non-Supplier Application ceases to make the Non-Supplier Application available for interoperation with the corresponding Service features, Supplier may cease providing those Service features without entitling Customer to any refund, credit, or other compensation.

5. Customer Content

- 5.1 Supplier will process and store Customer Content as generally necessary in order to perform the Services. Any Customer Content is proprietary to the Customer and cannot be used for the supplier commercial advantage. Supplier will implement appropriate technical and organizational measures to protect any Customer Content against unauthorized or unlawful processing and accidental loss or damage.

(A) Customer Content warranty

- 5.2 Customer represents and warrants that it has all necessary permissions, consents and authority to provide the Customer Content and that any Customer Content hosted, processed, stored or used by Supplier as part of the Services will not (a) infringe or violate the Intellectual Property Rights or other legal rights of any third party; (b) be deceptive, defamatory, obscene, or unlawful; or (c) contain any viruses, worms, Malware, spyware, or other malicious computer programming codes intended to damage the platform or data.
- 5.3 Customer acknowledges that any use of the Services by Customer or Authorised Users contrary to or in violation of the representations and warranties of Customer in this paragraph constitutes unauthorised and improper use of the Services. Any such authorised or improper use shall entitle the Supplier to discontinue the Customer's access to the Services, without prejudice to its other rights or remedies. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. The Parties acknowledge that Supplier does not and cannot review all Customer Content and will not be responsible for such content, but that Supplier shall have the right to delete, move, or edit any Customer Content that Supplier determines violates or might violate this Agreement, or any applicable law or regulation, or is otherwise unacceptable.

(B) Anonymous data

- 5.4 The Supplier shall be entitled to use aggregated anonymised User Data created from data produced under this Agreement for the purposes of reporting on the performance, developing and providing new and different products/services. This paragraph shall survive the expiry or termination of the Agreement.

(C) Data Corruption/Loss

- 5.5 In the event of the loss of, or corruption of, Customer Content stored on the Software being notified by the Customer to the Supplier, the Supplier shall, if so directed by the Customer, use all reasonable endeavours promptly to restore the Customer Content from the most recent available backup copy, if available. In the event of any loss or damage to the Customer Content, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the Customer Content that is lost or damaged from the latest back-up, if any, maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of the Customer Content caused by any third-party, other than the Supplier's sub-contractor.

6. Data protection

- 6.1 Each party shall ensure that it complies with the requirements of all applicable legislation and regulatory requirements in force from time to time relating to the use of Personal Data, including the Data Protection Legislation.

6.2 The Supplier and the Customer acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor in respect of any Personal Data that the Customer shares with the Supplier in the provision of the Services for the duration of this Agreement. The remainder of this Clause 4 shall apply if the Supplier processes any Personal Data on the Customer's behalf when performing its obligations under this Agreement.

(A) Processing

6.3 The Supplier shall process the Personal Data only for the purposes of providing the Services, performing its other obligations under this Agreement and otherwise in accordance with the reasonable and lawful documented instructions of the Customer and applicable laws.

6.4 Other than as expressly set out in this Agreement, the Supplier shall not process the Personal Data in any country outside the European Economic Area ("EEA") (or following the United Kingdom's departure from the European Union, outside the United Kingdom and the EEA) without the prior written request from, or consent of, the Customer and the Supplier shall comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred by entering into the European Commission's standard contractual clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection, as updated, amended, replaced or superseded from time to time.

6.5 If the Supplier is required by applicable laws to transfer the Personal Data outside of the EEA (or following the United Kingdom's departure from the European Union, outside the United Kingdom and the EEA), the Supplier shall inform the Customer of such requirement before making the transfer (unless the Supplier is barred from making such notification under the relevant applicable law).

6.6 The Supplier shall ensure that all persons authorised by it to process the Personal Data are subject to appropriate duties of confidentiality and shall have at all times during the term of this Agreement appropriate technical and organisational measures in place to protect any Personal Data against unauthorised or unlawful processing and against accidental loss, alteration, destruction or damage (taking into account 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). The Supplier shall comply with its own information security policies. The Supplier shall at the Customer's election, delete or return all Personal Data to the Customer, and delete all existing copies unless applicable law requires their retention.

6.7 The Supplier shall (at the Customer's cost) make available to the Customer all information reasonably necessary to demonstrate compliance with the obligations set out in this

paragraph 4A and 4B, and at the Customer's request (and at the Customer's cost) allow for and contribute to audits, including inspections, conducted by the Customer or its representative. The Supplier will provide estimates of its costs to the Customer prior to incurring any costs which arise in accordance with this clause.

- 6.8 The Supplier shall without undue delay from becoming aware, notify the Customer of any unauthorised or unlawful processing of any of the Personal Data to which this Clause 4 applies and of any loss or destruction or other damage and shall take reasonable steps to mitigate the detrimental effects of any such incident on the Data Subjects and co-operate with the Customer in dealing with such incident and its consequences.
- 6.9 The Supplier shall provide reasonable assistance to the Customer in ensuring its compliance with its obligations under the Data Protection Legislation in respect of security of Personal Data, notifications of breaches of Data Protection Legislation to supervisory authorities, communications of breaches of Data Protection Legislation to Data Subjects, the carrying out of data protection impact assessments and any consultations with supervisory authorities.

The Supplier shall assist the Customer, where reasonably requested by the Customer (and at the Customer's cost) and to the extent possible, with fulfilling the Customer's obligations to respond to requests from a Data Subject for access to, rectification, erasure or portability of, or for restriction of, or objections to, the Processing of, that Data Subject's Personal Data.

(B) Sub-Processors

The Customer acknowledges and agrees that the Supplier may engage third party sub Processors in connection with the Processing of such Personal Data and in order to meet its obligations under the Agreement from time to time. In such circumstances the Customer hereby authorises the Supplier to engage with such third party sub Processors and in respect of the Supplier's use of sub Processors the Supplier shall inform the Customer of any intended changes concerning the addition or replacement of other sub Processors, thereby giving the Customer the opportunity to object to such changes. The Supplier confirms that it has entered or (as the case may be) will enter with the sub Processor into a written agreement incorporating terms which are substantially similar to those set out in this Clause 4. As between the Supplier and the Customer, the Supplier shall remain fully liable for all acts or omissions of any sub Processor appointed by it pursuant to this Clause 4.

If the Supplier appoints sub Processors who process Personal Data outside the EEA, the Supplier shall notify the Customer of such sub Processors and the jurisdiction in which Personal Data shall be processed and the paragraph above shall apply in respect of any objection by the Customer.

(C) Consent

Where the Customer provides Personal Data to the Supplier, the Customer shall ensure that any disclosure of Personal Data made by it to the Supplier is made with the Data Subject's consent or is otherwise lawful and any instructions given to the Supplier by the Customer are lawful.

The Customer acknowledges that the Supplier is reliant on the Customer for direction as to the extent to which the Supplier is entitled to use and process the Personal Data.

Consequently, subject to the terms above, the Supplier will not be liable for any claim brought by a Data Subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from the Customer's improper or unlawful instructions.

7. Third party providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

8. Supplier's obligations

- 8.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation with best care, skill and diligence in accordance with best practice in the supplier's industry, profession or trade
- 8.2 The undertaking at clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance.

8.3 The Supplier:

- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8.4 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

8.5 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

8.6 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

9. Customer's and Supplier obligations

9.1 The Customer and Supplier shall:

- (a) Provide respectively with:
 - (i) all reasonable co-operation in relation to this agreement; and
 - (ii) all reasonable access to such information as may be required in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (c) carry out all other responsibilities set out in this agreement in a timely and efficient manner;
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;

- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- (g) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

10. Charges and payment

10.1 The Customer shall pay all amounts payable by the Customer to the Supplier under or in relation to this Agreement, including the Subscription Fees for the User Subscriptions and support fees ("**Charges**").

10.2 Except for as otherwise set out in this Agreement, all payments to Supplier are non-refundable and non-cancellable. Specifically, Customer's loss of business, loss of Services due to non-payment, or Customer's failure to use the Services will not be cause for any refund to Customer from Supplier.

VAT and Taxes

10.3 The Charges confirmed in the Order Form are exclusive of VAT, or other applicable governmental taxes, duties, fees, excises, or tariffs ("**Taxes**") now or hereafter imposed on the Services. Customer shall be responsible for, and shall reimburse, Supplier for all such Taxes on any amounts payable by Customer hereunder, except for Taxes imposed on Supplier's net income. If Supplier has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, Supplier will add such Taxes to the amount invoiced to Customer.

Compliance and Auditing

10.4 Pricing is determined by a number of factors, including User Count, Order Volume, SKU Count, Customisations, Support Services, and other similar factors. Supplier may, from time to time, audit Customer's account without any notice to Customer to ensure compliance with agreed-upon terms and pricing. Supplier will give Customer at least ten (10) business days'

notice for all audits (unless not permitted under a relevant law or regulation) and audits should not disrupt Customer's normal operations. Such audit will be at Supplier's expense; however, if any such audit should disclose any underpayment by Customer, Customer shall immediately pay Supplier such underpaid amount, together with interest thereon at the rate for the usage discovered by Supplier, and Customer shall also pay Supplier for Supplier's expenses associated with such audit.

Pricing

- 10.5 Charges under this Agreement are based on information shared by Customer to Supplier. The Supplier may be required to adjust the Charges as necessary in the event of any change in product, project scope, increase in User Count, Order Volume, SKU Count, or misrepresentation of facts by Customer. At its discretion, the Supplier reserves the right to adjust the basis and the rate of Charges, including by removing any discounts provided, provided that (a) the adjustment is as a result of Customer change in scope or use outside of the scope agreed; and/or (b) the adjustment affects all customers of the same Service..
- 10.6 In the event of a change to the Charges based on misrepresentation of facts by Customer, Supplier reserves the right to suspend Customer access to the Services until a remedy can be found between parties. The Supplier and Customer shall each have the right to terminate this Agreement, unless otherwise agreed, within fourteen (14) Business Days after notification to Customer of a change to the Charges. In the event the termination of this Agreement as a result of a change in Charges, Supplier may be required to bill for or retain reasonable and proportional compensation for any work performed or expenses incurred prior to the termination of this Agreement. The Customer shall be entitled to a refund of any Charges already paid by the Customer for the Subscription Term remaining after the date of termination.

Late Payment

- 10.7 Without limiting any other remedies available to the Supplier, the Supplier may suspend or terminate access to the Software and the provision of the Services if any amounts due to be paid by the Customer to the Supplier under this Agreement are overdue by more than fourteen (14) days and the Supplier has provided at least fourteen (14) days' notice of such suspension.
- 10.8 Overdue payments will be subject to interest from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue at the interest rate of 3% per annum above Barclays Bank plc's base rate. Interest will be compounded monthly.

Future Functionality

10.9 The Customer acknowledges that the continued payment for Services and Software does not mean that the Supplier undertakes or promises to provide any future functionality or new features.

11. Intellectual Property Rights

11.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the software. The Supplier acknowledges and agrees that the Customer owns all intellectual property right in the content developed by the Customer or for the Customer. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any Intellectual Property Rights, or any other rights or licences in respect of the Software or the Documentation, or any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences.

11.2 All proprietary rights in the Services, including in the Software as well as any aggregate usage statistics, traffic patterns, and other non-personally identifiable data collected by Supplier in connection with use of the Services, will be the sole and exclusive property of Supplier. Supplier retains the royalty-free right to use any suggestions, ideas, feedback, or other recommendations provided by Customer or Authorised Users relating to the Services. Supplier may use Customer's name and/or its logo on Supplier's website and in its marketing materials to indicate that Customer is a client of Supplier, subject to prior written approval by the Customer. Customer hereby grants Supplier the right to contact Customer and Authorised Users in connection with their use of the Services unless otherwise stated on the Order Form.

11.3 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

11.4 Supplier's intellectual property will remain the property of the Supplier where intellectual property is not created specifically for the Customer. For the avoidance of doubt, the default courses in the content library provided by Supplier shall remain the Supplier's property. Customer Content which is generated by Customer as a user of the Services shall remain the Customer's property.

12. Confidentiality

12.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement.

12.2 Subject to clause 12.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the

other's Confidential Information for any purpose other than the implementation of this agreement.

- 12.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 12.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 12.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 12.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
13. Upon termination of this Agreement, each Party shall promptly cease all further use of Confidential Information, return to the other Party all physical materials containing Confidential Information, whether the materials were originally provided by the disclosing Party or copied or otherwise prepared by the receiving Party, and erase or otherwise destroy any Confidential Information kept by either Party in electronic or other non-physical form. The Parties acknowledge that the receiving Party will not be required to return to the disclosing Party or destroy those copies of Confidential Information residing on the receiving Party's backup or disaster-recovery systems, or which must be maintained for regulatory or policy purposes. Such termination by either Party will not affect each Party's continuing obligations under this paragraph.
- 13.1 The above provisions of this clause shall survive termination of this agreement, however arising.

14. Indemnity

- 14.1 During the Term, Supplier shall indemnify Customer against a final award of damages resulting from a claim that the Services infringe any Intellectual Property Rights (under Clause 11), Confidentiality (under Clause 12) or Data Protection (under Clause 4) provisions. In addition, if the use of the Services infringes or is enjoined, or Supplier believes it is likely to infringe or be enjoined, Supplier may, at its sole option: (a) procure for Customer the right to continue use of the Services as furnished; (b) modify the Services to make them non-infringing, provided that they still substantially conform to the applicable Documentation; or (c) if Supplier, after using all commercially reasonable efforts, is unable to accomplish the foregoing remedies, terminate this Agreement and refund to Customer any prepaid but

unused Charges calculated on a straight-line prorated basis for the remainder of the then-current Term. The indemnity provided herein does not apply to the extent the alleged infringement arises from any use of the Services not in accordance with this Agreement or as specified in the Documentation or any unauthorised modification of the Services. This paragraph states Supplier's sole and exclusive liability and Customer's sole remedies for any threatened or actual infringement of any Intellectual Property Rights, Confidentiality or Data Protection provisions.

14.2 During the Term, Customer shall defend, indemnify, and hold harmless Supplier and its officers, directors, employees, agents, successors, and assigns from and against any claims, damages, liabilities, judgments, settlements, losses, costs, or expenses of any kind, including reasonable legal fees, costs and expert witness fees, suffered or incurred by the Supplier. Customer's misuse of the Intellectual Property Rights of any third party; and any Customer Content which violates the terms of this Agreement.

14.3 In relation to the indemnities given within this agreement, the applicable indemnified party shall:

- a) provide notice of any relevant claim to the indemnifying party in a timely manner;
- b) provide reasonable co-operation to the indemnifying party in the defence and settlement of such claim at the indemnifying party's expense;
- c) give the indemnifying party sole authority to defend or settle the claim;
- d) and use all reasonable endeavours to mitigate its losses.

14.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services or Documentation by anyone other than the Supplier;
or
- (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
- (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

15. Warranties and Liability

Disclaimer

15.1 Supplier does not warrant that the operation of the services will be uninterrupted or error-free.

- 15.2 Except as expressly and specifically provided in this agreement, the Customer assumes sole responsibility for results obtained from the use of the services, the software and the documentation by the customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the services or the software, or any actions taken by the Supplier at the customer's direction.
- 15.3 Except as specifically provided in this agreement, all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 15.4 Nothing in the agreement limits any liability which cannot legally be limited, including but not limited to liability for: (a) death or personal injury caused by negligence; or (b) fraud or fraudulent misrepresentation.

Limited Warranty

- 15.5 Each Party warrants that it has all necessary authority to enter into and perform its obligations under this Agreement. Supplier represents and warrants that: (a) it will provide the Services with reasonable skill and care, it will promptly fix any errors with the Services of which it is aware and the Services will perform in accordance with this Agreement; and (b) the Services provided hereunder will be performed in a professional manner in accordance with prevailing industry standards.
- 15.6 The Services may contain links to sites on the Internet that are owned and operated by third parties. Customer acknowledges and agrees that Supplier is not responsible for the availability of, or the content located on or through, any such external site.

Liability

- 15.7 Supplier at its expense will indemnify and hold Customer harmless with respect to every third party claim that may be brought against Customer or others that use the Services, for any alleged infringement of any patent, copyright, industrial design right, utility model or other industrial and intellectual or proprietary right based on Supplier's Services. Supplier will investigate and defend or otherwise handle every such claim, and at Customer's request, assist Customer in Customer's investigation, defense, or handling of any such claim. Supplier will pay all expenses and damages or settlement amounts that Customer and others using the Services may sustain by reason of each such indemnified claim. In the event a claim of infringement is asserted, Supplier may replace or modify the Supplies to make them non-infringing, provided that Customer approves such replacement or modification and agrees in writing that such replacement or modification achieves the substantive results of the original

version of such Supplies, or Supplier may procure at its expense a license for Customer to use the allegedly infringing Supplies. For clarity, Supplier's obligations herein will be reduced to the extent a claim arises from: (a) modification of source code of the Services without Supplier's knowledge and consent; and (b) use of the Services in violation of agreements between Supplier and Customer.

15.8 Supplier will not be liable to Customer whether in contract, tort (including negligence, warranty, strict liability or otherwise), arising under or in connection with Supplier's provision of Services in accordance with this agreement for any loss or damage suffered by Customer where such damage or loss resulted from incomplete, inaccurate or erroneous information or instructions provided or made available to Supplier by Customer. Except with respect to indemnification obligations herein or breaches of confidentiality, data protection or intellectual property, (i) neither Party will be liable to the other for any indirect or consequential loss or damage, including loss of profits, account of profits, loss of revenue sale or business, loss of turnover, loss of agreements or contracts, loss of or damage to goodwill, loss or damage to reputation, or loss of customers; and (ii) each Party's liability for claims arising under this agreement shall be limited to the fees paid or payable by Customer in accordance with contracts for Services to be provided by Supplier. This liability cap includes damages, interest and costs.

16. Term and termination

16.1 This agreement shall, unless otherwise terminated as provided in this clause 16, commence on the date stated on the Order Form and shall continue for the initial term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this agreement.

16.2 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:

- (a) 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 14 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 60 days after being notified in writing to do so;

- (c) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to the other party being deemed bankrupt or insolvent;
- (d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (e) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
- (f) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

16.3 On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession; and
- (d) 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 the agreement which existed at or before the date of termination shall not be affected or prejudiced.

17. Non disparagement

Supplier and Customer agree that they will not criticize, denigrate, or disparage each other as set forth herein. Customer agrees to not make any comments or statements to the media, Supplier's current and former employees, customers, or any individual or entity with whom the Supplier has a business relationship, or any other individual or entity if such comment or statement could be likely to adversely affect the conduct of the Supplier's business with that of such third party, or any of Supplier's plans, prospects, or business reputation of Supplier.

18. Force majeure

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident,

breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

19. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22. Severance

22.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

22.2 If any provision or part-provision of this agreement is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. Entire agreement

23.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

23.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

24. Assignment

- 24.1 Neither party may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign, transfer, charge, subcontract or deal with any other manner with all or any of its rights or obligations under this agreement to its affiliate.

25. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

26. Third party rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

27. Counterparts

- 27.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

28. Notices

- 28.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by e-mail to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes.

29. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

30. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Ongoing Support and Maintenance Services

Transition to Ongoing Support Model

- Supplier and Client will each appoint a Project Manager to oversee the transition of the project to an ongoing support phase.
- Supplier will ensure that all required and reasonably requested documentation will be completed in advance of handover of the project.

Chapter 1 Help, support & guidance

- Supplier will continue to provide access, updated as required to reflect changes to the software, to online support tutorials for users.
- Where significant changes to the Software are being introduced, Supplier will provide details of these changes and ensure an opportunity for learning is available to Customer for this.
- All support related queries can be logged using Supplier's helpdesk:
[https://\[client_name\].mylearninghub.com/helpDesk](https://[client_name].mylearninghub.com/helpDesk)
- Or by e-mailing Supplier at support@mylearninghub.com

Chapter 2 Ongoing Service Review

- Supplier and Customer will each appoint a single point of contact for ongoing service management.
- Supplier and Customer will conduct regular service reviews on a quarterly basis to ensure required quality of service continues to be met

Chapter 3 Service Coverage

- All Support Services must be based on a unique ID ticketing system
- The service hours are defined as:

Service Availability	The service will be available 24-hours a day, 365 days a year.
Service Support Hours	The application will be supported during the standard Service Desk support hours which are: 09:00 – 18:00 Central Time Mon – Fri Tickets can be logged 24/7/365.
Maintenance Windows	Any maintenance must take place during non-core business hours and notified in advance.

- As outlined in the Supplier proposal, support services will be provided in accordance with the Service Levels.

Chapter 4 Failure to meet Service Levels

As per the Supplier proposal, Service Credits are applied at the following rate: for each service failure outside the 95% tolerance

- **Level 1** Service Failure \$25.00
- **Level 2** Service Failures \$45.00
- **Level 3** Service Failures \$65.00
- **Level 4** Service Failure \$100 each day where core functionality is lost

Chapter 5 Data Backup

Full back up of all data must take place to ensure disaster recovery targets can be achieved. Access to extract the full data set must be available to allow information to be archived externally.

Chapter 6 Data Restoration

Restoration of data will be available where required up to 30 days

Chapter 7 Disaster Recovery

The Recovery Time Objective (RTO) is defined as 4 hours. RTO is the targeted duration of time and a service level within which the Learning Management System must be restored after a disaster and/or disruption in order to avoid unacceptable consequences associated with a break in business continuity.

Recovery Point Objective (RPO) is defined as 4 hours. RPO is the maximum targeted period in which data might be lost from the Contractor due to a major incident. RPO is set to give Customer's IT team a limit to work to.

Schedule 2

The Support Services set out at Schedule 1 shall be subject to the following limitations based on the Solution option selected by the Customer.

Customers using “Lite” subscription

Discovery Session	2 hours
Admin Training	2 hours
Onboarding	2 hours
Technical Support	Helpdesk

Customers using “Pro” subscription

Discovery Session	5 hours
Admin Training	5 hours
Onboarding	5 hours
Technical Support - Phone/Email/Zoom	100 hours
Project Management	50 hours

Customers using “Enterprise” subscription

Discovery Session	10 hours
Admin Training	Unlimited
Onboarding	Unlimited
Technical Support - Phone/Email/Zoom	Unlimited
Project Management	Unlimited
Product Enhancements	Up to 10 hours

Schedule 3

Additional Support Services

At Customer's reasonable request and subject to the availability of the Supplier's personnel, the Supplier shall provide Customer any additional installation services, additional training, consulting services, custom programming, assistance with data transfers or Customer system or database upgrades, system restarts and reinstallations and other specialised support services that are outside the scope of the Services at the Supplier's then prevailing professional services fees for the type of service requested. The current professional service rates are set out below. In addition, the Supplier reserves the right to charge a premium for any ongoing support services requested by Customer to be performed outside of normal business hours and/or at Customer's locations.

Learning and Development Consulting	\$300/hour
Content Development	\$5,000/month
Custom Web Development	\$65/hour
Training and Onboarding	\$100/hour
Project Management	\$100/hour
Technical Support	\$50/hour