



Schools Educational Software Ltd

Terms and Conditions of Sale – Integris Accounts and Access Education Budgeting

In buying from SESL, the Customer acknowledges and agrees that it is buying goods and services as a business and not as a consumer.

The warranty provisions in clause 16 below set out SESL's responsibilities to the Customer in more detail: but as a business, purchases the Customer makes from SESL will not benefit from the same statutory protection available to consumers under the Sale of Goods Act 1979 (as amended), the Consumer Contracts Regulations 2013 or any other consumer protection legislation.

These Conditions must be read in conjunction with the terms and conditions that is specific to the product or service the Customer has purchased ('Product Specific Terms'). These additional terms and conditions can be found at www.integris-education.com/terms. If requested, SESL shall direct the Customer to the appropriate Product Specific Terms applicable to their order. In the event of any conflict between these Conditions and the Product Specific Terms, the Product Specific Terms shall take precedence.

1. INTERPRETATION

Unless the context otherwise requires, the words "include(s)" and "including" will be construed without limitation and words in the singular shall include the plural, and vice versa. The headings in the Agreement are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of the Agreement. The following terms shall have the meaning set out below:

Agreement	these terms and conditions, together with the relevant order form;
Affiliate	means, in relation to SESL, its holding company or subsidiary company of it or that holding company, respectively;
Customer	a purchaser or licensee of the Products;
Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time a) in the UK (including, but not limited to, the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426)) and/or b) to the extent that the General Data Protection Regulation EU 2016/679 ("EU GDPR") applies, the law of the European Union or any member state of the European Union to which Customer is subject, which relates to the protection of personal data;
Hardware	the computer equipment and other physical items to be purchased;

Intellectual Property	rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;
Products	any Hardware or Software sold or licensed by SESL or any Subscription Service provided by SESL;
SESL (or we or us)	Schools Educational Software Ltd of 8 th Floor, Hylo 103-105 Bunhill Row, London, EC1Y 8LZ;
Site	the Customer's premises where the Products will be delivered and / or installed;
Software	the software to be purchased and related materials, updates and enhancements developed by SESL or third parties and supplied by SESL;
Subscription Service	access to a website or service over a period of time determined by SESL;
Support Service	the provision by SESL of support for the use of the following Products: Integris Accounts and Access Education Budgeting;
UK GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;
Working Day	the hours of 9am – 5pm, Monday to Friday inclusive excluding public/bank holidays in England.

2. PRODUCTS AND SUPPORT SERVICES

- 2.1. The Products purchased by the Customer shall be as stated on the order form issued by SESL.
- 2.2. If the Customer has purchased Integris Accounts and/or Access Education Budgeting (both of which are Products):
 - 2.2.1. SESL shall provide the Support Service for the duration of the relevant Subscription Service; and
 - 2.2.2. The Customer agrees to comply with the Product Specific Terms for Integris Accounts and Access Education Budgeting which can be found here: <http://www.integris-education.com/terms>.
- 2.3. Incidents relating to Integris Accounts and/or Access Education Budgeting should be reported directly to the SESL Customer Support, details of which can be found at www.integris-education.com. The Customer should expect to carry out reasonable levels of diagnostics and assistance to SESL Customer Support in rectifying any reported failures.
- 2.4. SESL agrees to provide a 1st line Support Service, namely remote helpdesk support via internet or telephone, to the Customer via the SESL Customer Support helpdesk. In receiving this Support Service, the Customer agrees that a



SESL employee or agent may access the Customer Data in order to log on and resolve any issues.

- 2.5. If the Customer has purchased a partner support contract, SESL will support the Customer's partner and the Customer agrees to escalate all issues via the partner. SESL will provide 2nd line support to the Customer's partner.
- 2.6. A Fair Usage Policy applies to the use of Integris Accounts and/or Access Education Budgeting and in particular the number of service calls that can be opened by the Customer and the end users. The current version of the Fair Usage Policy can be found at www.integris-education.com/terms
- 2.7. If the number of service calls opened exceeds the number permitted by the Fair Usage Policy, SESL may contact the Customer to request that it modifies the manner in which it and/or the end users use the Support Service and/or the resources used to deliver the Support Service. This may include (by way of example only) asking the Customer to reduce the number of calls logged, the number of change requests made and/or the service management time requested. It may also include asking the Customer to provide training for the end users, staff or employees. The Customer may also purchase additional training from SESL for an additional fee. The Customer agrees to honour any such request and agree to ensure that the use of Support Service and/or the resources used to deliver the Support Service is modified accordingly. SESL may also, at its absolute discretion, refuse to open new service calls until the earlier of (i) the beginning of any renewed term; or (ii) the purchase of additional Products. SESL's refusal to open any new service call will not affect the status of any service call already opened.

3. PRICE

- 3.1. Unless a written quotation has been given (whereupon the price quoted will be fixed for a period of thirty (30) days or such other period as is specified therein) the prices for the Products are subject to alteration without notice and the price charged to the Customer will be that applicable at the date of SESL's acceptance of the order, subject to clause 3.4 below. Orders are not binding upon SESL until accepted by SESL. All prices are exclusive of value added tax (and any similar tax), packing, carriage, insurance and installation. Where applicable these will be added as separate items on SESL's invoice.
- 3.2. Orders will be deemed accepted and binding on both parties as follows:
 - 3.2.1. where an authorised officer of SESL issues written acceptance to the Customer, at the point of such acceptance; or
 - 3.2.2. in all other circumstances, following full payment for the Products or at the point that SESL commences delivery of the Product in question.
- 3.3. In particular, but without limitation to the generality of the foregoing, the generation of any automatic electronic responses shall not constitute acceptance of an order.

Indexation

- 3.4. In addition to any other increases (including for increases in third party costs), SESL have the right, each contract year, to increase the price of an Order to reflect indexation, on 30 days' notice to the Customer, to the higher of: (i) the price indexed to the Retail Prices Index; (ii) the price indexed to the Consumer Prices Index; or (iii) 3%.

4. PAYMENT

- 4.1. SESL may share customer credit history information with relevant credit agencies. SESL reserves the right to run a credit check with a relevant credit agency before giving a Customer credit, and to validate any credit card account holder or delivery address details.
- 4.2. SESL remains the owner of the Products until these have been paid for in full.
- 4.3. Unless otherwise notified to the Customer in writing by SESL, the Customer shall pay for Products and Support Services (if any) at the time of order. Where the Customer is invoiced by SESL on the date of delivery for the Products, the Customer shall pay all invoices within fourteen (14) days of the date thereof (time being of the essence). Terms of payment are within SESL's sole discretion.
- 4.4. Until payment of the order in full:
 - 4.4.1. SESL shall have absolute authority to retake, sell or otherwise deal with or dispose of any or part of the Products;
 - 4.4.2. the Products will appear in the Customer's books in the name of SESL;
 - 4.4.3. in the event of threatened liquidation or threatened seizure of the Products, the Customer will immediately notify SESL and SESL may take action to repossess the Products. The Customer will also notify interested third parties of SESL's ownership of the Products;
 - 4.4.4. for the purpose specified in 3.4.3 above, SESL or any of its agents or authorised representatives shall with reasonable cause be irrevocably entitled at any time and without notice to enter upon any premises in which the Hardware or any part thereof is installed, stored or kept, or is reasonably believed so to be; and
 - 4.4.5. SESL shall be entitled to seek a Court injunction to prevent the Customer from selling, transferring or otherwise disposing of the Hardware

5. AUTOMATIC RENEWAL PRODUCTS

SESL offers some Products which have automatic renewals. SESL will inform the Customer by email, using the email address provided, before automatically renewing any Subscription Service, together with details regarding how to cancel such renewal. Once SESL has informed the Customer that the subscription will be automatically renewed, SESL will automatically renew the services and charge the Customer the then current price for the renewal term. SESL will charge the Customer's chosen payment method for the subscription Product renewal. The Customer must cancel the Subscription Service before the renewal date set out in the relevant contract for the Subscription Service or, in the absence of such contract, thirty (30) days before the renewal date to avoid being charged and invoiced for the renewal. SESL reserves the right to charge an additional administration fee to set up or renew any Subscription Service where the Customer has opted out of the aforementioned automatic renewal provision.

6. LATE PAYMENT

- 6.1. SESL reserves the right to charge interest and compensation under the Late Payment of Commercial Debts (interest) Act 1998 from time to time on any payment or any part payment overdue calculated from the date due and to recover its expenses including legal fees and costs of collection and to suspend delivery, performance of any warranty or (at SESL's option) forthwith to determine the same. SESL has no obligation to provide service or Support Services until SESL has received full payment for the Product or services or Support Services that the Customer has purchased.
- 6.2. If any sum owed by the Customer to SESL under the Agreement or any other contract the Customer has with SESL is not paid by the due date, SESL may deduct this sum from any payment or credit due to the Customer under the Agreement or any other contract with SESL.
- 6.3. SESL reserves the right to suspend or cancel the Customer's credit account if any invoice is overdue.

7. SITE PREPARATION AND ACCESS

- 7.1. If SESL installs the Product the Customer:
 - 7.1.1. agrees to prepare the Site according to any instructions SESL may give and to provide SESL with reasonable access to the Site for the purposes of the Agreement; and
 - 7.1.2. will obtain any permission needed, including permission for any changes to the Site. For the avoidance of doubt this includes, without limitation, any licences, planning permissions or other consents.
- 7.2. The Customer and SESL will meet each other's reasonable safety and security requirements when on the Site. If the Customer or SESL damages the other's equipment it must pay for any repair or replacement needed.
- 7.3. The Customer is responsible for making the Site good, after any work undertaken by SESL at the Site, including putting items back and for re-decorating.

8. DELIVERY AND INSTALLATION

- 8.1. Upon delivery, the Customer is responsible for protecting and insuring the Products against loss, damage or destruction.
- 8.2. All deliveries shall be made during Working Days. If the Customer requires delivery to be made outside such times, subject to SESL's sole discretion, an additional charge shall be payable. SESL reserves the right to make partial deliveries.
- 8.3. If the Customer delays or prevents the delivery or installation of the Products, SESL may apply reasonable additional charges.
- 8.4. Dates for delivery of the Products are estimates only and are subject to SESL's availability schedule. SESL shall use its reasonable endeavours to meet any delivery date acknowledged but shall not be liable for failure to meet such date. SESL does not accept liability for delays and time shall not be of the essence. SESL will try to inform the Customer if SESL believes that performance is likely to be delayed for any reason.

- 8.5. Where SESL installs Hardware, SESL shall perform the standard inspection diagnostic checks. If SESL has not agreed to install the Hardware, the Customer shall be responsible for the installation of Hardware in accordance with instructions provided by SESL or third party supplier. If installation is not performed by SESL, SESL shall be under no obligation to perform any acceptance test procedures and the date of acceptance shall be the date of delivery to the Customer.

- 8.6. For SESL installed Products, satisfactory completion of SESL's standard test procedure and an Acceptance Form (if applicable) signed by the Customer, which the Customer shall not unreasonably refuse to sign, and SESL will be sufficient to establish acceptance. If the Acceptance Form is not signed by the Customer within seven (7) days after installation of the Products and in the absence of written notification of valid reasons justifying non acceptance, the Customer shall be deemed to have accepted the Products on the eighth (8th) day.

9. SOFTWARE AND LICENCES

- 9.1. Any Software made available to download or purchase from SESL is the copyrighted work of SESL and/or its suppliers. When the Customer purchases Software, the Customer is actually purchasing a license to use the Software rather than purchasing the Software itself. Software licenses purchased from SESL are subject to the licence agreement that accompanies the Software (the "Licence Agreement"). The Customer will be required to agree to the terms and conditions of the Licence Agreement when the Software is installed. It is the responsibility of the Customer to ensure the Licence Agreement is for a sufficient number of end users.
- 9.2. Any licence to use a Subscription Service made available to download or purchase from SESL is the copyrighted work of SESL and/or its suppliers. When the Customer purchases a licence, the Customer is actually purchasing a license to use the Subscription Service rather than purchasing the Subscription Service itself. It is the responsibility of the Customer to ensure sufficient licences are purchased for the number of end users or Hardware that will access the Subscription Service.
- 9.3. If the Customer is furnished with a developer's software licence, the same must be signed and returned to SESL or, if applicable, the developer within seven (7) days or as otherwise specified in the said licence. In the event that the Customer fails to sign and return the said licence in accordance with this sub-clause:
 - 9.3.1. SESL reserves the right to withhold release and/or support of the Software; or
 - 9.3.2. if Software has been released to the Customer, SESL reserves the right to terminate the Software Licence and to receive full payment for the Software.
- 9.4. Subject to clause 9.3, upon delivery of the Software, the Customer will be granted and will accept a non-exclusive, nontransferable licence to use the Software on a single designated system or temporary back up system containing not more than one central processing or master unit ("CPU"), on the terms of the Agreement including the following:

- 9.4.1. the Customer undertakes not to copy Software in whole or in part other than up to a maximum of three (3) machine readable copies for Customer's internal use on a single designated CPU;
 - 9.4.2. the Customer undertakes not to reproduce, translate, adapt, vary or modify the Software;
 - 9.4.3. the Customer undertakes to reproduce and include SESL's or any third party's copyright notice and/or any other legend on each copy of the Software including partial copies and modifications of the Software; and
 - 9.4.4. the Customer agrees not to reverse assemble or reverse compile the Software in whole or in part except to the extent permitted by law.
- 9.5. The Customer shall grant access to the Software only to those employees and contractors requiring such access and shall take all such reasonable steps to ensure that all such persons are bound by the same obligations as the Customer and in particular shall ensure that such obligations are expressed so as to ensure beyond any termination of such persons' contracts with the Customer.
- 9.6. SESL shall be entitled from time to time during a Working Day, on giving reasonable notice, to enter on to the Customer's premises where the Software is installed to verify whether the Customer is complying with the Agreement.
- 9.7. For the avoidance of doubt, the price of any fixed term licence is subject to increase in accordance with clause 3.4 above.

10. ORDER AMENDMENTS

- 10.1. The Agreement cannot be varied without the written agreement of the parties, except that SESL may make minor changes to the specification of the Products at any time and without notice which do not materially affect the performance of the Products.
- 10.2. The Customer may request an amendment to an order prior to despatch of the Product. Amendments requested by the Customer may incur an additional charge to be calculated by SESL at its sole discretion and may result in delayed delivery of the Product. A Customer may only request an amendment to an order in writing (including via email). The request must state clearly the Customer name, order number, the requested amendment and the reason for the amendment. No change to the order will be effective until SESL has confirmed in writing (which for these purposes shall include e-mail) its acceptance to a Customer requested amendment.
- 10.3 SESL may request an amendment to an order prior to delivery of the Product. Amendments requested by SESL may incur an additional charge and may result in delayed delivery of the Product. SESL will only request an amendment to an order in writing (which for these purposes shall include e-mail) setting out the reason for the amendment. The Customer has five (5) Working Days to reject the order amendment, otherwise the revised order will be valid for the purposes of the Agreement.

11. CANCELLATION AND RETURNS

- 11.1. The Customer must ensure that all Products are inspected IMMEDIATELY upon delivery and in all cases the Customer must inform SESL of any defects

or damages in writing or via telephone within two (2) Working Days of delivery so that the repair or replacement process can begin with the manufacturer.

Damage in transit

- 11.2. SESL will accept responsibility for damages or loss in transit only if:
- 11.2.1. the Customer reports the damage or loss in accordance with clause 11.1;
 - 11.2.2. such loss or damage is noted on the consignment note or delivery document upon receipt;
 - 11.2.3. the added packaging is retained for inspection; and
 - 11.2.4. the Products are handled by the Customer in accordance with SESL's or the carriers conditions of carriage or handling stipulations.
- 11.3. Where SESL accepts responsibility under clause 11.2, SESL shall at its option replace or repair any Products proved to SESL's satisfaction to have been lost or damaged in transit.

Non-cancellable / Non-returnable Products

- 11.4. Returns of the Products, unless they are dead on arrival, will not be accepted in the following circumstances:
- 11.4.1. the Products were made to the Customer's own specification or configured to order;
 - 11.4.2. audio or video recordings or Software that the Customer has unsealed;
 - 11.4.3. open packaged Software or pre-loaded / downloaded Software Licences; or
 - 11.4.4. a Product stipulated on the order form or quotation as non-cancellable or non-returnable.

- 11.5. For quotes / orders containing exclusively non-standard items the entire quote / order shall be designated as non-cancellable / nonreturnable. For quotes / orders containing both standard and nonstandard items, only the non-standard items or items the Customer has been told are non-returnable shall be noncancellable / non-returnable.

Cancellation

- 11.6. With the exception of the Products which fall within clause 11.4 above, the Customer may cancel an order after acceptance of the order by SESL, but before despatch of the Product, subject to a cancellation fee of up to but not greater than the total order value. Such cancellation fee to be calculated by SESL at its sole discretion and may include:
- 11.6.1. SESL's charges for order processing and management; and / or
 - 11.6.2. a restocking fee of the manufacturer; and / or
 - 11.6.3. the full charges for the Product.

Unopened Products

- 11.7. SESL normally allows Customers to return unopened Products, however all returns are at SESL's sole and absolute discretion. SESL will only consider returns provided:
- 11.7.1. the Customer informs SESL, in writing (including via email), of its wish to return the unopened Product within seven (7) Working Days following delivery, whereupon SESL shall give further instructions regarding the returns process which the Customer must follow;
 - 11.7.2. the Product is received by SESL, or such other place as instructed to the Customer by SESL, within



fourteen (14) days of the date the Product was delivered to the Customer; and

11.7.3. the manufacturer accepts the return of the goods and certifies that they are in resaleable condition

11.8. In all events the Customer will be responsible for the cost of returning the Product to SESL or the manufacturer and will be responsible for up to the full value of the Product if it is received damaged, opened or not in a resaleable condition.

11.9. In circumstances where return of Product(s) is permitted by SESL, SESL will issue a credit note on the Customer's account so that the invoice for the relevant Product is deemed cancelled. In the event a Customer has paid for the Products in full, a refund will be granted.

Opened Product: Dead on Arrival ("DOA")

11.10. The Customer must satisfy themselves of the manufacturer's DOA or warranty policies before they purchase the Products. Individual manufacturer's DOA policies should be included in the warranty which is delivered with the Product. The SESL customer service department will not have details of the DOA policies.

11.11. If the Customer has inspected the Products in accordance with clause 11.1 and finds the Products to be DOA, the Customer must contact SESL within two (2) Working Days to obtain a repair or refund. SESL will not accept the return of faulty goods to SESL's premises.

11.12. The refund or replacement of faulty or defective DOA Products is subject strictly to individual manufacturer's DOA policies.

11.13. The Customer may be required to contact the manufacturer's technical department to troubleshoot and / or to obtain DOA authorisation which must be retained by the Customer and presented to SESL upon request.

11.14. The Customer is also required to make a note of any call / case reference numbers issued by the manufacturer to assist SESL with return of the DOA Product.

11.15. In the case where it is established that Products are faulty or defective SESL's customer service department will arrange with the Customer to have the Products collected. In some instances the manufacturer's warranties require the Customer to contact the repair agent directly. If this is the case, the Customer will be so informed by SESL's customer service department.

11.16. Generally any returns will need to be authorised by the manufacturer via SESL and then any credit will only be issued once the manufacturer has confirmed acceptance of the return and confirmed that SESL will receive the credit. If the Customer reports a fault and SESL finds there is none or that the Customer has caused the fault, SESL may apply a charge. Any credit will exclude the original cost of delivering the Product plus any restocking fee.

11.17. The Customer is responsible for ensuring that the Products are returned in their original packaging together with all disks, manuals and cables so as to ensure safe transit and ease of identification.

11.18. If a fault is found and an applicable manufacturer's DOA period is not exceeded, then the Products will be repaired and / or replaced under the terms of the manufacturer's warranty.

11.19. Without prejudice to clause 16 below, the remedies in this returns section represent the Customer's sole and exclusive remedies

in respect of any issues experienced with the DOA Products provided by SESL.

12. TERMINATION

12.1 SESL shall have the right, without prejudice to any other remedies, at any time by giving notice in writing to the Customer to terminate forthwith the Agreement, including any Software licence in any of the following events:

12.1.1. if the Customer commits any breach of any of the Agreement provided that if the breach in question is one which the Customer can effectively remedy then the said notice of termination shall not be effective to terminate the Agreement unless the Customer fails within thirty (30) days of the date of such notice effectively to remedy the breach complained of;

12.1.2. if the Customer ceases to carry on business or substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due;

12.1.3. the Customer has given any false or misleading information to SESL;

12.1.4. the Customer is in material breach of the Agreement, which includes non-payment of any valid invoice by the due date; or

12.1.5. if the Site is changed.

12.2. If SESL is prevented, hindered or delayed from performing any obligation under the Agreement because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom SESL is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other for any resulting failure, delay, defect or omission in performing the Agreement.

13. DISPUTES

Any dispute must be raised in writing with the Customer's or SESL's representative as appropriate giving all relevant details including the nature and extent of the dispute. The Customer and SESL will use reasonable endeavours to resolve any dispute. If a dispute cannot be resolved then the Customer should refer to the contact details on www.integris-education.com

14. INTELLECTUAL PROPERTY RIGHTS

14.1. SESL (and/or its licensors) shall retain all rights, title and interest in any Intellectual Property Rights in the Products, Support Service and other services supplied to the Customer under the Agreement or created in the course of providing the Products Support Service and other services.

14.2. All Intellectual Property Rights whether pre-existing or created by the Customer or SESL during or arising from the performance of the

Agreement will remain the absolute property of that party or its licensors.

- 14.3. If the Customer is supplied with Software licensed by third parties who require the Customer to accept their terms of use, the Customer agrees to comply with those terms.
- 14.4. SESL will indemnify the Customer against all claims and proceedings arising from infringement of any third party's Intellectual Property Rights by SESL's provision of the Products to the Customer. This indemnity will not apply to claims or proceedings arising from:
- 14.4.1. use of the Products in conjunction or combination with other equipment or software or any other service not supplied by SESL; or
- 14.4.2. any unauthorised modification of the Products; or
- 14.4.3. content, designs, specifications or software supplied by or on behalf of the Customer.
- 14.5. In relation to any claim or allegation of infringement the Customer will promptly notify SESL in writing and must not make any admission without SESL's prior written consent.
- 14.6. The Customer will allow SESL sole conduct of all negotiations and proceedings and give SESL all reasonable assistance in doing so. SESL will pay the Customer's reasonable expenses for such assistance.
- 14.7. If the Product becomes, or SESL believes it is likely to become, the subject of a claim of infringement of any Intellectual Property Rights SESL, at its option and expense, may:
- 14.7.1. secure for the Customer a right of continued use; or
- 14.7.2. modify or replace the Product so that it is no longer infringing, provided that modification or replacement must not materially affect the performance of the Product.
- 14.8. If the indemnity in clause 14.4 applies and none of the remedies in this clause is available to SESL on reasonable terms, SESL may notify the Customer and collect the Product from the Site and refund the Customer the sums paid to SESL for the Product.
- 14.9. The options in clause 14.7 and 14.8 set out the Customer's sole and exclusive remedy for infringement of Intellectual Property Rights.
- 14.10. The Customer will hold SESL harmless against any expense, judgement or loss of infringement of any patents, copyrights or trademarks which results from SESL's compliance with Customer's designs specifications or instructions.

15. LIABILITY

- 15.1. Nothing in the Agreement excludes the liability of either party:
- 15.1.1. for death or personal injury caused by their negligence; or
- 15.1.2. for fraud or fraudulent misrepresentation.

- 15.2. Neither party shall in any circumstances be liable whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

- 15.2.1. loss of profits; or
- 15.2.2. loss of business; or
- 15.2.3. depletion of goodwill or similar losses; or
- 15.2.4. loss of anticipated savings; or
- 15.2.5. loss of goods; or
- 15.2.6. loss of use; or
- 15.2.7. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

- 15.3. Subject to clause 15.1, SESL WILL NOT, UNDER ANY CIRCUMSTANCES OR CAUSES OF ACTION BE LIABLE FOR ANY DAMAGES, INCLUDING TO TANGIBLE PROPERTY, IN EXCESS OF THE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS.

- 15.4. The Customer agrees that SESL will not be liable for any loss arising out of the provision of Products, Support Service or other services by any company, organisation or person other than SESL or for any loss caused by the Customer's failure to perform its obligations under the Agreement.

- 15.5. Where digital content supplied by SESL is proven to have caused damage to the Customer's device or other digital content, SESL may choose to either repair the device or digital content, or offer the Customer compensation. Any compensation shall: (a) be reasonable in all the circumstances; and (b) only be payable where the damage would not have occurred if SESL had exercised reasonable care and skill.

16. WARRANTIES

- 16.1. SESL warrants and represents to the Customer that on the date hereof:
- 16.1.1. it is properly constituted and incorporated under the laws of England and Wales;
- 16.1.2. it has the power to enter into and to exercise its rights and perform its obligations under the Agreement;
- 16.1.3. all action necessary on the part of SESL to authorise the execution of and the performance of its obligations under the Agreement has been taken;
- 16.1.4. the execution, delivery and performance by it of the Agreement does not contravene any provision of:
- 16.1.4.1. any existing legislation either in force, or enacted but not yet in force, binding on SESL;
- 16.1.4.2. the Memorandum and Articles of Association of SESL;
- 16.1.4.3. any order or decree of any court or arbitrator which is binding on SESL; or
- 16.1.4.4. any obligation which is binding upon SESL or upon any of its assets or revenues.
- 16.2. SESL warrants that the Subscription Services and Support Service will be performed with reasonable care and skill.
- 16.3. The Products have been manufactured or developed by SESL or third parties to SESL's specifications. The Customer accepts that SESL is acting only as a supplier and that it is the

Customer's responsibility to verify that the Hardware and Software will be suitable for its requirements. The Products are sold on an "as is" basis and, subject to clause 11, SESL disclaims all warranties, express or implied, written or oral, including all implied warranties such as satisfactory quality or fitness for purpose but does not disclaim the statutory implied warranty of title.

- 16.4. The Customer will get the benefit of the manufacturer's warranty in respect of all the Hardware. Please note that SESL does not provide any warranties in respect of the Hardware and all other warranties and representations, whether express or implied, by statute, common law or of any other kind are hereby excluded to the maximum extent permitted by law.
- 16.5. SESL does not warrant that the Software supplied under the Agreement will be free of all faults or that its use will be uninterrupted, but SESL will remedy those defects which significantly impair performance (where necessary by arrangement with the Customer) within a reasonable time.
- 16.6. In the case of Software produced by SESL ("SESL Software"), such SESL Software is warranted to conform substantially to its published functional specifications for a period of ninety (90) days from the date of installation. SESL will during the said period, at its own expense, correct any such non-conforming Software provided that the Customer has notified SESL and upon inspection SESL has found the Software to be non-conforming. The Customer's sole and exclusive remedy under this warranty will be limited to such correction. This warranty is subject to the following conditions:
- 16.6.1. any modification of the Software by any persons not authorised by SESL shall void this warranty;
- 16.6.2. damage resulting from or aggravated by negligence or misuse is excluded.

All other warranties and representations, whether express or implied, by statute, common law or of any other kind are hereby excluded to the maximum extent permitted by law.

- 16.7. The SESL Software warranty is subject to the Customer following the following procedures:
- 16.7.1. the Customer reporting any faults in the SESL Software within five (5) Working Days of the fault becoming apparent and co-operating with SESL in carrying out such diagnostic and test routines as SESL may require in accordance with SESL's instructions;
- 16.7.2. the Customer returning to SESL, if so required by SESL, at its own expense the SESL Software suitably packed.
- 16.8. In the case of non SESL software ("Non SESL Software"), the Customer will have the benefit of any warranty given by a third party in respect of Non SESL Software delivered subject to the Customer complying with the conditions of such warranties. All other warranties and representations, whether express or implied, by statute, common law or of any other kind are hereby excluded to the maximum extent permitted by law.

- 16.9. In the event of any claim presented under warranty being found on investigation by SESL or the manufacturer either to be outside the scope or duration of the warranties under this clause 16 or the fault not being confirmed, then the cost of such investigation and repair shall be borne by the Customer.

17. WEEE REGULATIONS

- 17.1. The Customer is responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 (the "WEEE Regulations") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Agreement that has become waste electrical and electronic equipment ("WEEE"). SESL and the Customer acknowledges that for the purposes of Regulation 9 this clause 17 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 17.2. The Customer is responsible for any information recording or reporting obligations imposed by the WEEE Regulations. The Customer shall indemnify and hold harmless SESL against any claims or legal proceedings that are brought or threatened against SESL by a third party which would not have been caused or made had the Customer fulfilled its express or implied obligations under this clause or in connection with the WEEE Regulations. SESL will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

18. EXPORT CONTROL

- 18.1. Under regulations governing United Kingdom trade and by virtue of its agreements with suppliers, SESL requires to be pre-notified of shipments outside the United Kingdom. The Customer is required to obtain all necessary licences prior to export. Delivery of Products is subject to all such authorisations being available at the time of delivery. SESL will provide guidance and required data or at its option seek to obtain the relevant licences on behalf of the end user.

19. DATA PROTECTION

- 19.1. Sub-clauses 19.2 and 19.4 shall apply to the sale of any Product, Subscription Service and other goods and services other than the Support Service.
- 19.2. SESL is the Controller in respect of Customers' personal data related to the sale of any Product, Subscription Service and other goods and services.
- 19.3. Accordingly, SESL will only collect and process Customers' personal data when it has a legal basis for processing the same, in accordance with the relevant data protection legislation.
- 19.4. SESL's privacy policy on: <https://www.integris-education.com/terms> sets how SESL collect, share and use Customers' personal data. It also contains information about how individuals can exercise

- their data protection rights and contact SESL should they have any questions.
- 19.5. The following sub-clauses within this clause 19 shall apply to the Support Service.
- 19.6. In the remainder of this clause 19, the terms Controller, Processor, Data Subject, Personal Data, Special Categories of Personal Data, Processing, Data Protection Impact Assessment and Personal Data Breach shall be as defined in the Data Protection Legislation and "Data" shall mean the Personal Data and Special Categories of Personal Data provided to SESL by the Customer in connection with the Agreement.
- 19.7. Customer acknowledges that Customer is a Controller, and that SESL is a Processor.
- 19.8. Both parties will comply with all applicable requirements of the Data Protection Legislation. The provisions of sub-clauses 19.8 to 19.19 (both inclusive) are in addition to, and do not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 19.9. SESL shall:
- 19.9.1. ensure that its employees shall, Process the Data only on Customer's instructions as set out or referred to in the Agreement to provide the Subscribed Product;
- 19.9.2. provide appropriate technical and organisational measures:
- (a) to ensure the protection of the rights of the Data Subjects; and
 - (b) ensure an appropriate level of security, assessing, in particular, the risks that are presented by Processing, to protect the Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored or otherwise Processed;
- 19.9.3. take all reasonable steps to ensure the reliability of any of its staff who have access to and/or Process Data in connection with a Service, including duties of confidentiality under any employment contracts;
- 19.9.4. assist Customer, at Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with applicable obligations under the Data Protection Legislation with respect to security of Processing, Personal Data Breach notifications and communications, Data Protection Impact Assessments and consultations with supervisory authorities or regulators;
- 19.9.5. notify Customer without undue delay after becoming aware of a Personal Data Breach;
- 19.9.6. notify Customer immediately if it considers that any of Customer's instructions infringe the Data Protection Legislation;
- 19.9.7. at Customer's written direction, delete or return the Data to Customer after the end of the provision of a Service relating to Processing, except that:
- (a) SESL may keep any Data, if required by any applicable laws to store the Personal Data; and
 - (b) SESL may keep Data stored in any system backups until such Data is permanently deleted; and
- 19.9.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 19 during the Term of the Agreement and provide access to the same for the purpose of an audit conducted by Customer. Any such audit must take place no more than once in any twelve (12) month period, must be on not less than thirty (30) days' written notice to SESL, must be conducted within SESL's normal business hours, cause minimal disruption to SESL, and be at Customer's sole cost.
- 19.10. The parties acknowledge that SESL will also use services and/or products from sub-processors in order to provide the Service under the Agreement and that, in doing so, SESL may transfer Data to such sub-processors. Accordingly:
- 19.10.1. Customer consents to the appointment by SESL of the sub-processors listed in Schedule 1;
- 19.10.2. SESL may appoint new sub-processors or make changes to the list in Schedule 1 provided that it informs Customer in writing (which may be by email) at least 14 days before a new sub-processor is granted access to Data.
- 19.11. Customer may reasonably object in writing to any new sub-processor appointed by SESL under clause 19.10.2 provided it does so in accordance with this clause 19.11:
- 19.11.1. Customer, acting in good faith, must raise any reasonable objections within the 14-day period mentioned in clause 19.10.2. Customer acknowledges that it will be deemed to have consented to the appointment if does not object within such timeframe;
- 19.11.2. If, Customer having objected to the appointment as set out above, the parties cannot agree on a solution within 14 days of the objections being raised (the "Negotiation Period"), either party may terminate this Agreement effective immediately provided it notifies the other party within seven (7) days of the end of the Negotiation Period (the "Termination Window"); and
- 19.11.3. If the party wishing to terminate under clause 19.11.2 does not notify the other party of its intention to terminate within the Termination Window, the appointment of the new sub-processor shall be deemed to be accepted by that party and the Agreement shall otherwise continue on the same terms.
- 19.12. SESL shall:
- 19.12.1. agree written contractual obligations with each sub-processor which are at least equivalent to the obligations imposed on SESL pursuant to this clause 19; and
- 19.12.2. if applicable, ensure that appropriate safeguards are in place before making any International Transfer of Personal Data to its sub-processors.

- 19.13. Customer agrees that, to provide the Service under the Agreement, SESL will transfer the Data to sub-processors (including Affiliates) as set out in this clause 19.13. which may be located outside of the United Kingdom and the European Economic Area (“EEA”). One such sub-processor is an Affiliate of SESL, TKey Education Solutions Private Ltd which is located in India (“**TKey India**”), which will entail transfer of the Customer Data outside the EEA to third countries which have not been approved by the Information Commissioner’s Office or the European Commission as having adequate protections in place for the purpose of the transfer of personal data pursuant to the Data Protection Legislation (each a “**Restricted Transfer**”). For each Restricted Transfer, SESL shall:
- 19.13.1 carry out appropriate due diligence on the sub-processor and the relevant jurisdiction to assess the adequacy of the sub-processor and its jurisdiction in light of the Court of Justice of the European Union judgment in the case of C-311/18 Facebook Ireland and Schrems and International Transfer Requirements;
- 19.13.2 ensure that an agreement is in place with the relevant sub-processor(s) which shall incorporate either of the following restricted transfer mechanisms: (i) EU Standard Contractual Clauses together with the UK International Data Transfer Addendum for the transfer of Personal Data (the “**EU SCCs and UK Addendum**”); or (ii) the UK International Data Transfer Agreement issued by the Information Commissioner for parties making Restricted Transfers (“**IDTA**”), (each a “**Restricted Transfer Agreement**”); and
- 19.13.3 complying and procuring the sub-processor complies with SESL’s or the sub-processor’s respective obligations under the Restricted Transfer Agreement.
- 19.14 Subject to complying with clause 19.13, SESL may make Restricted Transfers to any of its Affiliates including TKey India, as well as to the sub-processors located outside EEA as set out in Schedule 1 or appointed hereunder pursuant to clause 19.11.3. Details of the applicable Restricted Transfer Agreement agreed between SESL and its Affiliate, TKey India, can be found here: <https://www.integris-education.com/terms>
- 19.15. Subject to clauses 19.16 – 19.18, SESL shall remain fully liable to the Customer for the performance of any sub-processor appointed by it pursuant to clause 19.10.
- 19.16. Customer agrees to comply with its obligations under Data Protection Legislation and warrants that it has all necessary consents and notices in place in relation to its collection, processing and provision of Data, to enable the lawful transfer of the Data to SESL in connection with, and for the duration of, the Service is provided under the Agreement.
- 19.17. Customer shall indemnify and hold harmless SESL against all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of the provisions of this clause 19 by the Customer and/or Customer employees, agents and/or sub-contractors.
- 19.18. Customer acknowledges that SESL is reliant on Customer for direction as to the extent to which SESL is entitled to use and process the Data. Consequently,

SESL will not be liable for any claim brought by Customer or any Data Subject arising from any action or omission by SESL to the extent that such action or omission resulted from Customer’s instructions.

- 19.19. SESL may also use Customer’s data in accordance with its Privacy Policy which can be found at www.integris-education.com/terms
- 19.20. Schedule 1 below sets out the following information regarding Processing of Data: subject-matter; duration of the Processing; nature and purpose of the Processing; type of Data; categories of Data Subjects; and the obligations and rights of SESL.

20. CONFIDENTIALITY

- 20.15. Where the Freedom of Information Act 2000 applies to the Customer and the Customer receives a request under the Act that includes any information held by the Customer that was provided by SESL in connection with the Agreement the Customer will:
- 20.15.1. notify SESL immediately of the request; and
- 20.15.2. give SESL at least five (5) Working Days to make representations.
- 20.16. Customer agrees to maintain in confidence and not disclose, reproduce or copy any materials, documentation or specifications which are provided to the Customer hereunder. The Customer shall take all reasonable steps to ensure that its employees are bound by the same obligations and that such obligations endure beyond any termination of employment with the Customer.

21. RIGHTS OF THIRD PARTIES

- 21.15. No term of the Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person or entity who is not a party to it.

22. ANTI-BRIBERY

- 22.15. The Customer shall ensure that it and all of its staff, agents, contractors and any other party performing its obligations or exercising its rights under or in connection with the Agreement and/or any other agreement that the Customer may have with SESL, complies at all times with all applicable anti-bribery and/or corruption laws, regulations and codes of conduct in all jurisdictions. The Customer shall, whenever requested by SESL, provide evidence of the measures, steps and processes that it takes to ensure compliance with the provisions of this clause and the relevant laws, regulations and codes of conduct.

23. ASSIGNMENT AND SUB-CONTRACTING

- 23.15. The Customer may not assign the Customer’s rights or obligations under the Agreement without the prior written consent of the Customer. SESL may use subcontractors to perform all or some of SESL’s obligations under the Agreement but where SESL does so SESL will remain liable to the Customer in accordance with the Agreement for their acts and omissions. SESL may on prior written notice to the Customer assign SESL’s rights to a third party.

24. RELATIONSHIP



24.15. Nothing in the Agreement creates a joint venture, relationship of partnership or agency between the parties. Except as expressly authorised under the Agreement neither party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another party.

25. WAIVER

25.15. No forbearance, delay or indulgence by either party in enforcing the provisions of the Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of its rights in relation to a breach of the Agreement operate as a waiver of any subsequent breach and no right, power or remedy given to or reserved to either party under the Agreement is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

26. SEVERABILITY

26.15. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of the terms set out in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The parties shall use commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term.

27. NOTICES

27.15. Any notice required to be given under the Agreement shall be in writing and shall be sent to the address of the Customer set out in each order (for notices to be sent to the Customer) or the registered office of SESL (for notices sent to SESL). For SESL, notices should be marked for the attention of the Company Secretary, Schools Educational Software Ltd, 8th Floor, Hylö 103-105 Bunhill Row, London, EC1Y 8LZ and accountmanagement@arbor-education.com

27.16. Any notice shall not be effective unless sent by hand, registered post or equivalent and unless delivered by hand (where it shall be deemed received on delivery) it shall be deemed to have been received three (3) Working Days after the date of posting.

28. MISCELLANEOUS

28.15. SESL sometimes monitors or records telephone calls for training purposes.

28.16. SESL reserves the right to amend the Agreement from time to time without notice by updating the same on its website at www.integris-education.com/terms.

29. ENTIRE AGREEMENT

29.15. The Agreement together with any contract documents SESL provides the Customer constitute the entire agreement and understanding between the parties relating to the subject matter. Except as may be expressly stated in the Agreement, the Agreement supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties. Each of the parties acknowledges and agrees that in entering into the Agreement it has not relied on (or has

been induced to enter into the Agreement by) any statement, representation, warranty or understanding made prior to the Agreement. Nothing in this clause excludes any liability for fraudulent misrepresentation.

30. GOVERNING LAW

30.15. The Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and both the Customer and SESL hereby agree to the exclusive jurisdiction of the English Courts.

Schedule 1
Processor information – Support Service

Customer acknowledge that SESL and its sub-processors may have access to Personal Data in the provision of the Support Service throughout the term of this Agreement.

Below, SESL has set out certain information regarding SESL's Processing of the Personal Data as required by Article 28(3) of the UK GDPR.

Article	Description	Details
28 (3)	Subject matter of the processing	The subject matter is for the provision of the Support Service.
	Nature and purposes of the processing	Data is used for the provision of support to users of the following Products: Integris Accounts and Access Education Budgeting.
	Type of Personal Data	Communication data (e.g. email, telephone number), name and address. There may occasionally be other Personal Data provided by the user in relation to the support issue such as screenshots.
	Categories of Data Subject	Customer staff, Suppliers There may occasionally be other Personal Data provided by the user in relation to the support issue such as screenshots. These may contain pupil or parent Data.
	Duration of the processing	The duration of the Support Services.
28 (3) (a)	Documented instructions	All processing carried out by SESL will be done in accordance with this Agreement.
28 (3) (b)	Confidentiality	All SESL staff are required to agree to a confidentiality clause in their contracts.
28 (3) (c)	Security	SESL operates under the scope of the Information Security Framework, based on ISO 27001, the international standard for information security management. A wide range of technical controls are used, including but not limited to: <ul style="list-style-type: none"> • Data encryption • Anti-virus and anti-malware software • Network monitoring • Access management • Vulnerability scanning and penetration testing • A wide range of non-technical controls are used, including but not limited to: <ul style="list-style-type: none"> • Physical security controls at SESL offices • Security policies, including Data Classification & Handling, Data Protection, etc.
28 (3) (d)	Other processors	See Table 1 below.
28 (3) (e)	Data subject's rights	SESL's approach to supporting the controller's obligation to respond to requests for exercising the data subject's rights are set out in its Data Protection Policy and Privacy Policy.
28 (3) (f)	Compliance	Data processing carried out by SESL will be compliant with Data Protection Legislation. Where appropriate, SESL will assist data controllers in demonstrating such compliance.
28 (3) (g)	Data deletion	We delete the Personal Data relating to the Support Service 60 days after the end of the contract.
28 (3) (h)	Transparency	SESL will make available to the controller all information necessary to demonstrate compliance with its obligations.



Table 1: Sub-processors

Name	Activity	Location	Type of Data Processed
TKey Education Solutions Private Ltd (TKey India)	Support, business and development services	India	All types of Personal Data listed above.
Zendesk Inc.	Ticketing system used for the logging and resolving of support tickets	EEA, US, Singapore, Brazil, the Philippines, Canada, India, South Korea and Mexico	All types of Personal Data listed above.
MIMASM Limited trading as Appamondo	Configuring and implementing Zendesk software	UK and EEA	All types of Personal Data listed above.
The Key Support Services Ltd (Affiliate)	General business support services including financial, support and operational services	UK	All types of Personal Data listed above.