

Subscription Terms

This Subscription Agreement (this "**Agreement**") sets out the terms under which Century-Tech Limited ("**Century**") provides the subscriber (the "**Subscriber**") with access to Century's proprietary intelligent learning platform (the "**Platform**") which is described in more detail at www.century.tech. This Agreement is incorporated into and governs each subscription order (each, a "**Subscription Order**") made by a Subscriber and any usage of the Platform prior to a Subscription Order being made. In addition, Century's privacy policy forms part of this Agreement. The Subscriber will be deemed to have accepted the terms and conditions of this Agreement upon the earliest to occur of: (i) its usage of the Platform; (ii) the making of any Subscription Order; and (iii) the payment of any Fees.

1. SUBSCRIPTION

- 1.1 Century may offer the Subscriber usage of the Platform prior to a Subscription Order being made. Century will inform the Subscriber in respect of any applicable conditions and/or restrictions (together "**Conditions**") in respect of its use of the Platform during such period. The Subscriber agrees to comply with any Conditions notified to it which will be deemed to form part of this Agreement.
- 1.2 Century hereby grants to the Subscriber a limited, non-exclusive, non-transferable, non-sub-licensable right to permit users (whether staff, students or otherwise) (each a "**User**") to access and use the Platform during any period of usage prior to a Subscription Order (if applicable) and the subscription period specified in the Subscription Order ("**Subscription Period**"), including any renewals of the Subscription Period.
- 1.3 Following the expiry of the Subscription Period, unless terminated in accordance with clause 7.3, this Agreement will automatically renew for successive 12 month periods (each a "**Renewal Period**") on the same terms set out in this Agreement except that Century will be entitled to increase the Fees (as defined below) at the time of each renewal to reflect its then current pricing.
- 1.4 Century will use commercially reasonable endeavours to make the Platform available to the Subscriber in accordance with the Service Level Terms appended to this Agreement. The Subscriber agrees that Century may update the Service Level Terms from time to time by providing the Subscriber with written notice of the change.
- 1.5 Century will provide support services to the Subscriber in accordance with the Service Level Terms appended to this Agreement.
- 1.6 Century may from time to time update, enhance, modify and improve the Platform (together "**Improvements**"). Such Improvements will form part of the Platform when made available and are subject to the terms of this Agreement.

2. SUBSCRIBER OBLIGATIONS

- 2.1 The Subscriber agrees that:
 - 2.1.1 it will ensure that the maximum number of Users specified in the Subscription Order (the "Maximum User Number") is not exceeded;
 - 2.1.2 it will not allow more than one individual to access an account given to a User (a "User Account");
 - 2.1.3 each User will keep his/her User Account details (including password) secure;
 - 2.1.4 it will promptly provide Century with all on-boarding data in a format to be agreed between the parties. For the avoidance of doubt, to the extent that the Subscriber fails to provide Century with such data, the Subscriber agrees that (i) it shall not be entitled to a refund in respect of any Fees paid; and (ii) it shall not be entitled to any extension to the Subscription Period;

- 2.1.5 it will not use the Platform in any unlawful, harmful, defamatory or similar way and that it will not upload any viruses or similar harmful programs to the Platform;
- 2.1.6 it has all rights, permissions and consents necessary to permit Users to access the Platform and for Century to process and store information relating to Users to perform its obligations and exercise its rights under this Agreement (including providing the Platform to Users) as set out in this Agreement and Century's Privacy Policy (located at www.century.tech);
- 2.1.7 Century can process and store information relating to the Subscriber to enable Century to perform its obligations under this Agreement;
- 2.1.8 it and the Users will be solely responsible for procuring and maintaining network connections and telecommunications links to the Platform; and
- 2.1.9 it will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform and, in the event of any such unauthorised access or use, promptly notify Century.
- 2.2 Except to the extent permitted by applicable law, the Subscriber will not attempt to adapt, copy, modify, duplicate, create derivative works from, frame, mirror, republish, distribute, download, display, transmit, reverse engineer, decompile, or disassemble the Platform (or any software relating to it).
- 2.3 The Subscriber acknowledges that it is responsible for the acts and omissions of the Users.
- 2.4 The Subscriber hereby warrants that any data and/or content uploaded to the Platform by a User ("**User Content**") will not infringe the intellectual property rights of any third party. The Subscriber hereby agrees to indemnify and keep indemnified Century in respect of any and all losses, costs (including reasonable legal costs) and damages it suffers or incurs in relation to any claims from third parties that the User Content infringes the intellectual property rights of a third party.

3. FEES

- 3.1 In consideration for access to the Platform, the Subscriber agrees to pay the on-boarding and subscription fees set out in the Subscription Order and any fees arising under clauses 3.3 and 3.4 (the "Fees").
- 3.2 For Subscription Periods of two years or longer, Century shall be entitled to increase the Fees on each anniversary of the Subscription Order by no more than the percentage increase in RPI in the previous 12 months plus 2.5%.
- 3.3 If the Subscriber wishes to add additional Users above the Maximum User Number it will notify Century and Century will issue an invoice for such additional Users.
- 3.4 If Century establishes that the Maximum User Numbers have been exceeded then Century will be entitled to issue an invoice to the Subscriber in respect of such additional users.
- 3.5 The Subscriber will, subject to the submission of a valid invoice, pay to Century the Fees due within 14 days of the

date of the invoice. Sums due will be paid via debit or credit card or by depositing the amount due via bank transfer. Account information, and any additional charges in respect of specific payment types, will be included on each invoice.

- 3.6** All amounts referred to in this Agreement or the Subscription Order are exclusive of VAT, which will (if required) be payable by the Subscriber at the appropriate rate at the same time as payment is made of the sum to which the VAT relates.
- 3.7** Century will not be required to refund any Fees paid hereunder if the Subscriber has overestimated the number of Users.
- 3.8** If any sum payable by the Subscriber is not paid by the due date then Century, without prejudice to its other rights and remedies, reserves the right to charge interest on such sum calculated on a daily basis from the due date to the date of actual payment at the rate of four (4) per cent. per annum above the base rate from time to time of Barclays Bank PLC (or its successor).

4. OWNERSHIP

- 4.1** The Platform is owned by Century. It is offered through a subscription and is not sold to a Subscriber. All right, title, and interest in and to the Platform (including all intellectual property rights) are and will remain the property of Century, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of Subscriber.
- 4.2** The "Century" trademark is protected by international trade mark laws and treaties, as well as other intellectual property laws. The Subscriber is not granted any right to use any of Century's trade or service marks and Century retains all right, title, and interest in its trade and service marks.
- 4.3** The Subscriber agrees that Century may use, without restriction or royalty obligation, any comments, suggestions or contributions provided by the Subscriber or Users during the course of their use of the Platform in relation to the functionality, user experience, operability or similar to the Platform, save for digital content uploaded by the Subscriber and its Users, which Century will only share with other users of the Platform upon seeking confirmation from the Subscriber.
- 4.4** The Subscriber hereby assigns to Century all intellectual property rights that Subscriber may have in relation to any such comments, suggestions or contributions referred to in clause 4.3.
- 4.5** Century acknowledges that it will not acquire any right, title or interest in any User Content.
- 4.6** For the avoidance of doubt, neither party will acquire any right, title or interest in or to any intellectual property rights owned by the other party or the other party's licensors.

5. CONFIDENTIAL INFORMATION

- 5.1** The Subscriber acknowledges that all underlying ideas, algorithms, item calibrations, test scripts, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Platform, including Improvements are confidential and contain trade secrets (collectively "**Confidential Information**").
- 5.2** The Subscriber agrees to keep all Confidential Information confidential and not to use, disclose, or

distribute any Confidential Information, directly or indirectly, without the prior written consent of Century.

- 5.3** Century undertakes that it shall treat all Personal Data (as defined in Appendix 2 to this Agreement) that it accesses or captures in the course of its provision and management of the Platform as confidential and that it shall not use, disclose or, save where it is lawfully entitled to do so under this Agreement, provide access for the benefit of any third party to such Personal Data directly or indirectly without the express consent in writing of the Subscriber or the relevant User including any requirement to do so under any legislation.
- 5.4** On termination or expiration of this Agreement, subject to Clause 7.5 (which provides for a period of time under which the Subscriber may continue to access data held) Century will, at its own cost and as soon as practicable, but having regard to Century's legal duties, following such termination or expiration, remove from the Platform the Subscriber's User Content and destroy any data or content that identifies an individual User, provided, however, that having regard to Century's Legitimate Interest Century will not be required to destroy copies of computer records or files which have been created pursuant to automatic archiving or back-up procedures on secured central storage servers and which cannot be reasonably deleted provided that upon any restoration of such data Century shall take active steps to delete that data to which this clause 5.4 applies.

6. DATA PROTECTION

- 6.1** Both Century and the Subscriber agree to comply with and duly perform the obligations required of the parties in Appendix 2 to this Agreement.

7. SUSPENSION AND TERMINATION

- 7.1** If (i) the Subscriber has failed to pay any Fees by the relevant due date; or (ii) Century, acting reasonably, believes that the Subscriber is in breach of this Agreement, Century may, at its discretion and without prejudice to its other rights and remedies, suspend the Subscriber's right to access the Platform.
- 7.2** Century will be entitled to terminate any period of usage of the Platform prior to a Subscription Order being made at any time by providing the Subscriber with notification of such termination.
- 7.3** Century or the Subscriber will be entitled to terminate this Agreement by providing not less than 30 days' written notice to the other prior to the expiry of the Subscription Period or any Renewal Period.
- 7.4** Century may terminate this Agreement in the event the Subscriber commits a breach of this Agreement and, to the extent it can be cured, fails to cure the breach within 30 days of a written notice requiring the breach to be remedied.
- 7.5** Following termination or expiration of this Agreement, Century will, for a period of 30 days following termination or expiration, maintain User Data and User Content and permit the Subscriber to access such data on the Subscriber's data dashboards on the Platform.
- 7.6** The expiry or termination of this Agreement (howsoever caused) will be without prejudice to: (i) any other rights which either party may have under this Agreement; (ii) any liabilities accrued prior to the date on which the expiry or termination takes effect; and (iii) any rights or obligations of a person which are expressly stated to

survive, or by their nature survive, expiry or termination of this Agreement.

8. LIMITED WARRANTY AND DISCLAIMER

- 8.1** Century warrants to the Subscriber that: (i) Century will comply with all applicable laws in connection with the provision of the Platform; and (ii) Century will use commercially reasonable efforts to comply with the Service Level Terms. If the Platform fails to conform to these warranties, Century will use its commercially reasonable efforts to correct the Platform so it complies with the warranties. If Century is unable to correct the error after using commercially reasonable efforts, Century will refund any unused Fees paid by the Subscriber, as depreciated over the Subscription Period or the Renewal Period (as applicable) on a straight line basis. The Subscriber's right to a refund in this clause 8.1 is the Subscriber's sole remedy for a breach of the warranties set out in this clause 8.1.
- 8.2** The limited warranties provided in this clause 8 are void and Century will not be liable to the extent that the failure of the Platform results from either (i) use of the Platform in connection with software or hardware not compatible with the Platform or not meeting the technical specifications provided by Century; (ii) improper or inadequate maintenance of the Subscriber's equipment or software; or (iii) inadequate internet connectivity or bandwidth. The Subscriber is responsible for the results obtained and decisions made from its use of the Platform.
- 8.3** The Platform may include open source software components and use of such components may be subject to additional terms and conditions.
- 8.4** Except for the limited warranties provided in clause 8, to the maximum extent permitted by applicable law, the Platform is provided "as-is" without warranty of any kind, either express or implied, including but not limited to any implied warranty of fitness for a particular purpose or use, quality, productiveness or capacity, or that the operation of the Platform will be error free.

9. LIMITATION

- 9.1** Except to the extent the following liability limitation is prohibited by applicable law, in no event will either party be liable to the other party, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise for (i) any indirect, punitive, consequential or special loss; or (ii) loss of opportunity, savings, profits, goodwill, business, anticipated benefits, data and computer failure or malfunction, that arises under or in connection with this Agreement.
- 9.2** Each party's total liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence), restitution, or for breach of statutory duty or misrepresentation, or otherwise, will not exceed the Fees paid by the Subscriber to Century in the 12 month period prior to the date on which the relevant claim arose.
- 9.3** Nothing in this Agreement excludes the liability of either party for (i) death or personal injury resulting from negligence; (ii) for fraud or fraudulent misrepresentation; or (iii) for any other liability which cannot be limited or excluded by applicable law. Nothing in this Agreement excludes or limits the liability of the Subscriber to pay the Fees.

10. MISCELLANEOUS

- 10.1** The Subscriber consents to Century's use and/or references to Subscriber's name, directly or indirectly, in Century's marketing and training materials.
- 10.2** Neither party will be liable to the other party for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.
- 10.3** Waiver of any default or breach under this Agreement by a party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of this Agreement will be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect.
- 10.4** The parties do not confer any right or remedy 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.
- 10.5** This Agreement and the documents referred to herein contain the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement shall apply to the exclusion of all other terms and conditions contained or referred to in any Subscription Order, notice or other communication of or from the Subscriber or which may otherwise be implied by law, custom and practice or course of dealing.
- 10.6** The Subscriber may not assign this Agreement to any third party without the prior written consent of Century. Any such purported assignment will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, and permitted assigns, if any.
- 10.7** The Subscriber agrees that Century may sub-contract some or all of its obligations under this Agreement. To the extent that Century sub-contracts its obligations, it will, subject to the terms of this Agreement (including, without limitation, clause 9), be liable for the acts and omissions of its sub-contractors.
- 10.8** Any notice required under this Agreement will be in writing and in English and will be served (i) personally by hand to the registered address of the relevant party, when it will be deemed served on the next business day; (ii) by pre-paid postal service to the registered address of the relevant party, when it will be deemed served two business days after the date it was posted; or (iii) by email to an email address designated by the recipient, when it will be deemed served on the next business day (provided that no out of office or similar automatic response is received by the sender).

- 10.9** This Agreement will be governed by and construed in accordance with the laws of England and Wales, without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and will not apply to this Agreement. The parties submit to the exclusive jurisdiction of the English courts.
- 10.10** The parties are acting and will act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer or partner

of the other party for any purpose. Neither party will be entitled to (a) enter into any contracts in the name of or on behalf of the other party; (b) pledge the credit of the other party in any way or hold itself out as having authority to do so; or (c) make commitments or incur any charges or expenses for or in the name of the other party. Neither party's employees or agents are, nor will they be deemed to be at any time during the term of this Agreement, employees of the other party.

**Appendix 1 to Subscription Agreement
Service Level Terms**

1. DEFINITIONS AND INTERPRETATION

1.1 The terms in this clause have the meanings set out next to them when used in these Service Level Terms:

"**Excused Downtime**" means collectively all of the following:

- a) scheduled network, hardware, software or service maintenance periods;
- b) downtime caused by the acts or omissions of the Subscriber or any User or anyone gaining unauthorised access to the Platform by means of any User's account or equipment;
- c) downtime caused by failure of the internet, phone network, mobile phone network and/or other transmission method by which the Platform is delivered;
- d) any downtime caused by circumstances beyond Century's reasonable control; or
- e) downtime of any portion of the Platform provided by third party suppliers.

"**Fault**" means any failure of the Platform to operate in all material respects, including any failure or error referred to in the Service Level Table.

"**Service Level**" means a service level referred to in the Service Level Table.

"**Service Level Table**" means the table set out in paragraph 2.6.2 of the Service Level Terms.

"**Solution**" means either of the following outcomes:

- a) correction of a Fault; or
- b) a workaround in relation to a Fault that is acceptable to the Subscriber (acting reasonably).

"**Support Request**" means a request made by the Subscriber for support in relation to the Platform, including correction of a Fault.

Where capitalised terms used in these Service level Terms are not defined in these Service Level Terms, they will have the meaning set out in the Subscription Agreement to which these Service Level Terms are appended.

2. UPTIME COMMITMENT AND SERVICE LEVELS

2.1 Century will use commercially reasonable efforts to make the Platform available via the internet at least ninety-nine per cent (99%) of the time over each calendar month during any applicable Subscription Period (the "**Uptime Commitment**").

2.2 The following calculation shall be used for the purpose of determining Century's compliance with the Uptime Commitment:

$$(x/(y-z))*100$$

For the purposes of the calculation above:

- x = the number of hours the Platform is available during any calendar month;
- y = the total number of hours in the relevant calendar month; and
- z = any Excused Downtime in the relevant calendar month.

2.3 Century will, to the extent within its control, use reasonable efforts to schedule Excused Downtime after business hours. Century will use reasonable efforts to notify the Subscriber at least 24 hours in advance if any Excused Downtime is likely to exceed three hours for any single instance.

2.4 The Subscriber may request technical support by submitting a Support Request to Century. Each Support Request shall include a description of the Fault and the start time of the fault.

2.5 The Subscriber shall provide Century with:

- 2.5.1** prompt notice of any Faults; and
- 2.5.2** such output and other data, documents, information, assistance and (subject to compliance with the Subscriber's security and encryption requirements) remote access to the Subscriber's systems, as are reasonably necessary to enable Century to reproduce operating conditions similar to those present when the Subscriber detected the relevant Fault and to respond to the relevant Support Request.

2.6 Century shall:

- 2.6.1** prioritise Support Requests based on its reasonable assessment of the severity level of the reported issue; and
- 2.6.2** use reasonable efforts to respond to Support Requests in accordance with the following Service Levels:

Severity rating	Fault description	Service Level response / response times
1	A critical error in, or failure of, the Platform that: (a) materially impacts the Subscriber's operations; or (b) disables major functions of the Platform.	Century shall work on the Fault continuously and implement a Solution within one (1) business day of receipt of the Support Request.
2	A critical error in the Platform for which a workaround exists, or a non-critical error in the Platform that affects the Subscriber's operations.	Century shall implement a Solution as soon as reasonably practicable, but no later than five (5) business days after receipt of the Support Request.
3	An isolated or minor error in the Platform that: (a) does not significantly affect functionality; (b) may disable only certain non-essential functions; or (c) does not materially impact the Subscriber's operations.	Century shall acknowledge receipt of a Support Request within one (1) business day and implement a Solution as soon as reasonably practicable.

2.7 The parties may, on a case-by-case basis acting reasonably and having regard to the Fault, agree in writing to a reasonable extension of the response times set out above.

Appendix 2 to Subscription Agreement Data Control and Processing

Background to this Appendix 2

- (A) To reflect the requirements of Data Protection Legislation (as defined below) this Appendix 2 forms part of our Agreement. Terms defined in the Agreement are used in this Appendix 2. The terms in paragraph 1 below have the meanings set out next to them when used in this Appendix 2.
- (B) This Appendix is intended to ensure that both you as Subscriber and Century are able to demonstrate compliance with the very specific and detailed requirements for third party processing of Personal Data as set out in GDPR and Data Protection Legislation more generally.
- (C) To enable the provision of access to the Platform for your students and staff members (together the "Users"), you wish us to input the User Data into the Platform on your behalf.
- (D) The use of the Platform by you and all Users will lead to the processing of data that is regarded as Personal Data under Data Protection Legislation with you being, at all times, the Data Controller.
- (E) Under our arrangements with you we are required to support you in the operation of the Platform, particularly in relation to data extraction and management of data meaning that Century will have access in agreed circumstances and under your instructions to Personal Data of which you are the Data Controller.

1. DEFINITIONS

1.1 The following definitions apply in this Appendix 2 and where referenced to here in any other part of this Agreement:

"**Article**" means an article of the General Data Protection Regulation.

"**Data Breach Incident**" means any incident affecting one or more Data Subjects in respect of which there is a duty upon the relevant Data Controller to notify the relevant Data Subject and Information Commissioner.

"**Data Controller**" or "**Controller**" has the meaning given to it in Data Protection Legislation.

"**Data Extraction**" means any permission given by you which constitutes an authority for us to access your information systems and extract User Data in respect of a Data Subject.

"**Data Processor**" or "**Processor**" has the meaning given to it in Data Protection Legislation.

"**Data Protection Legislation**" means the General Data Protection Regulation, the UK Data Protection Act 2018 as the same may be implemented from time to time and all other applicable laws and regulations relating to the Control and Processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, and any legislation or regulations superseding or varying that legislation or those regulations from time to time.

"**Data Protection Obligations**" means the legal duties imposed by Data Protection Legislation respectively upon Century as data processor and you as Data Controller.

"**Data Subject**" has the meaning given to it in Data Protection Legislation.

"**Directly Provided Data**" means User Data that you provide to us in the alternative to you facilitating access to the User Data through a Data Extractor.

"**European Law**" means European Union or European Member State law (as referred to in the Data Protection Obligations) or such other law as may be designated in its place when England (whether with Scotland, Wales and/or North Ireland or not), leaves the European Union.

"**GDPR**" means EU regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (EU) 2016/679, and repealing Directive 95/46/EC (General Data Protection Regulation).

"**Personal Data**" has the meaning given to it in Data Protection Legislation.

"**Process**" has the meaning given to it in Data Protection Legislation and "Processing" and "Processed" shall be construed accordingly.

"**Representatives**" means a party's employees, agents, contractors, officers, representatives or advisers.

"**Restricted Country**" means any third country or international organisation as described in the Data Protection Obligations (but excluding any of England, Scotland, Wales and Northern Ireland, if they leave the European Union).

"**User Data**" has the meaning given to it in paragraph 3.1 below.

2. REFERENCES TO LEGISLATION

2.1 Any reference to legislation shall be a reference to legislation applicable to and regulating the possession, access to, use, transfer and processing of Personal Data at the relevant time. These terms and conditions accordingly acknowledge and have regard to the enactment of the Data Protection Act 2018.

3. NATURE OF DATA COLLECTED

3.1 To facilitate us assisting you in providing access to the Learning Platform you may from time to time provide to us the information as set out in Part 1 of the Schedule to this Appendix 2 in respect of each User (the "User Data"). You may do so either:

3.1.1 through the provision of User Data as Directly Provided Data having regard in doing so the provisions of Paragraph 3.2 below;

3.1.2 through Century's individual User sign-up option ("Class Code Sign Up") (again subject to paragraph 3.2 below such data being regarded as Directly Provided Data); or

3.1.3 through the medium of arrangements that you authorise with a Data Extractor acting on your behalf having regard to the provisions of Paragraph 7 below.

3.2 In relation to Directly Provided Data you undertake to transfer that User Data in compliance with Data Protection Legislation taking appropriate steps to maintain the security of the User Data during the course of its transfer to us in compliance with Data Protection Legislation. You will take steps that are in themselves secure to share with us password or other access details.

3.3 You warrant that you have appropriate binding contractual arrangements in place with any Data Extractor that you nominate and that these arrangements are GDPR compliant. You will provide us upon request with evidence as to the terms and conditions which apply to the transfer of and access to Personal Data by us.

4. PROCESS OF SHARING DATA

4.1 We will not check any of the User Data you provide to us. It is your responsibility to check all User Data and ensure that it is accurate and, where necessary, kept up-to-date.

4.2 You shall:

4.2.1 in respect of the User Data, ensure that your privacy notices are clear and provide sufficient information to Users for them to understand what of their Personal Data you are sharing with us, the circumstances in which it will be shared, the purposes for the data sharing, the features of any analytics that are used and the fact we may use this data to create statistical reports;

4.2.2 be responsible for obtaining and maintaining accurately and at all times current all necessary consents and permissions required for the sharing and use of the User Data; and

4.2.3 otherwise comply with all applicable Data Protection Legislation in relation to the User Data.

4.3 Where you authorise access to your User Data on a basis that requires us to receive the User Data through the services of a data extraction service that you have contracted with we reserve the right to require the agreement of that third party to a data sharing agreement that assures each of us in that relationship that we are fully compliant with our data protection obligations.

5. PURPOSE OF COLLECTION AND SHARING OF DATA

5.1 We also collect individual contact data for your staff which is used to manage the relationship we have with you and to provide service updates (where necessary). This includes, where the relevant person agrees but only for so long as that agreement is in place, to send you updates about the products and services you procure from us or to send you information about complementary products that may be of interest to you.

5.2 This data will only be used by us to inform you of developments in our products and to inform you of new products that we have developed likely to be of interest to you. This data will not be shared (save as required by law) with or sold to any third party. When information is shared we will ensure such sharing is necessary and proportionate for the purpose for which the information is shared.

6. USE OF SUB-PROCESSORS

6.1 We have arrangements in place to ensure that personal data is securely stored. We do so under sub-contracting arrangements in order to assure the quality of the service we provide you with. The service is currently provided through Amazon Web Services. More information concerning Amazon Web Services is available here: <https://aws.amazon.com/>. The Servers upon which your data is stored meet internationally recognised data storage and security (including cyber security) standards.

6.2 We may from time to time make alternative arrangements for the availability of data storage services. We will comply with our Data Protection Obligations as they will apply in such circumstances including compliance with the requirements we have to have regard to any right of objection that you or a User may be entitled to have. In the event that any successor provider of data storage is accredited under any accreditation scheme or code of conduct approved by the Information Commissioners Office, you agree that any objection you or a User may make is likely to be considered unreasonable.

7. ACCESS TO USER DATA VIA DATA EXTRACTORS

7.1 You may from time to time authorise us to work with your appointed Data Extractor to undertake Data Extraction. In doing so you warrant that:

7.1.1 You have an agreement with that party that is compliant with the requirements of Data Protection Legislation; and

7.1.2 You have provided that party with a documented instruction that authorises the processing activities that enable us to receive the data we require in order to meet our obligations under this Agreement.

8. DATA PROTECTION CONDITIONS

8.1 Subject to paragraph 8.5, where Personal Data is processed in connection with the exercise of each of our rights and obligations under this agreement, we each acknowledge that you are the Controller and that we are the Processor.

8.2 Details of responsibilities that each of us have as Processors and any associated rights arising (in compliance with our respective obligations under Article 28(3)) are set out in Part 2 of the Schedule to this Appendix and details of responsibilities that each of us has as Controllers and any associated rights arising (in compliance with our respective obligations under Article 32) are set out in Part 3 of the Schedule to this Appendix. We each agree that we shall duly comply with our obligations under these respective Parts of the Schedule.

8.3 We shall:

8.3.1 process the User Data only in accordance with documented instructions from you. Those instructions include to perform our obligations under this Agreement, and not to transfer Personal Data to a Restricted Country, unless required to do so by any legal obligation we become subject to. In such a case, we shall inform you of that legal requirement before Processing, unless we are for any reason prohibited from doing so on important grounds of public interest;

8.3.2 ensure that persons authorised to Process the User Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

8.3.3 take all measures required pursuant to Article 32;

8.3.4 comply with the following conditions for engaging another Processor (a "Sub-Processor"):

8.3.4.1 subject to the existing arrangements that we have in place referred to in Paragraph 6 above we shall not engage a Sub-Processor without your prior specific or general written authorisation. In the case of general written authorisation, we shall inform you of any intended changes concerning the addition or replacement of Sub-

Processors, thereby giving you the opportunity to object to such changes (but with you taking into account the circumstances (if relevant) described at Paragraph 6.2 above); and

8.3.4.2 where we engage a Sub-Processor for carrying out specific Processing activities on your behalf, the same Data Protection Obligations as set out in this agreement and in Data Protection Legislation shall be imposed on that Sub-Processor by way of a contract (if not directly imposed by Data Protection Legislation), in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of Data Protection Legislation. Where that Sub-Processor fails to fulfil its data protection obligations, we shall remain fully liable to you for the performance of that Sub-Processor's obligations;

8.3.5 taking into account the nature of the Processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of GDPR;

8.3.6 assist you in ensuring compliance with the obligations pursuant to Articles 32 to 36 taking into account the nature of Processing and the information available to us;

8.3.7 at your choice or that of the User, delete or transfer all User Data to you or the User to which the User Data relates after the end of the provision of services relating to Processing or upon a User ceasing to have the benefit of Century available through you for whatever reason, and delete existing copies;

8.3.8 make available to you all information necessary to demonstrate compliance with the obligations laid down in Article 28 and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you, and shall immediately inform you if, in our opinion, an instruction infringes the Data Protection Obligations, other Data Protection Legislation or other data protection provisions in European Law; and

8.3.9 procure that any person acting under our authority who has access to Personal Data, shall not Process the User Data except on instructions from you, unless required to do so by European law.

8.4 In the event that there is a change in applicable Data Protection Legislation during the term of this agreement, and/or, if applicable, there is a change during the term of this agreement in the available mechanisms used to transfer Personal Data to a Restricted Country, we each agree to take such reasonable and appropriate steps and to negotiate in good faith such variation to this paragraph 8 and corresponding definitions and any other affected paragraph and Parts of the Schedule to this Appendix 2 during the term of the agreement if variation is required to ensure our ongoing compliance with applicable Data Protection Legislation.

8.5 We shall act as Controller in respect of your contact details which we Process for the purpose of account management and direct marketing and our Processing of Personal Data for statistical purposes in order to improve our products and services. Each of us shall, as a Controller, be responsible for observing our respective obligations under Data Protection Legislation which arise under or in connection with our respective Processing. We shall be in no way responsible for your Processing as Controller under this agreement and you shall be in no way responsible for our Processing as Controller for account management and product improvement.

9. ROLES AND RESPONSIBILITIES

9.1 We hereby appoint a single point of contact who will work together to solve problems relating to Users.

9.2 Our point of contact is Gareth Parker (gareth.parker@century.tech)

9.3 You will keep us advised at all times of the identity and contact details for your Data Protection Officer.

10. RESPONDING TO DATA BREACHES

10.1 We each commit to each other that we shall inform each other without undue delay in the event that any data breach incident should arise. Notifications will be provided either verbally (if you or we have assessed a very significant risk has arisen) but you will also provide us and keep us advised of the email address of your Data Protection Officer or at that person's option an address specifically provided for data breach related notifications.

11. TERM AND TERMINATION

11.1 This Appendix 2 shall continue for the term of the Agreement (including any renewal period) and shall terminate only when we cease to Process any User Data on your behalf.

11.2 Upon termination of the Agreement, we shall return all User Data to you or destroy it as you direct (acting reasonably).

Schedule to Appendix 2
Part 1: User Data

Data Type	Why
Student data	
1 MIS ID	To uniquely identify the user within the personal data
2 Date of birth	For data segmentation and reporting
3 Surname	For display within the application
4 Forename	For display within the application
5 Gender	For data segmentation and reporting
6 Primary email address	For login and notifications
7 Unique pupil number	To uniquely identify the user within the personal data
Staff data	
1 Title	For display within the application
2 Surname (preferred)	For display within the application
3 Forename (preferred)	For display within the application
4 Main work email	For login and notifications
5 Primary email address	For login and notifications
6 Date of Birth	For data segmentation and reporting
7 Gender	For data segmentation and reporting
8 Teaching/non-teaching staff	For display within the application
Group data	
1 Group name	For display within the application
2 Group type	For data segmentation and reporting
3 Group ID	For data segmentation and reporting
4 Registration group	For data segmentation and reporting
5 Year Group	For data segmentation and reporting
6 Class name	For display within the application
7 Subject name	For data segmentation and reporting
8 Optional/other data	
Student data extended	
1 Free School Meal	For data segmentation and reporting
2 SEN status code	For data segmentation and reporting
3 Pupil premium indicator	For data segmentation and reporting
4 Gifted	For data segmentation and reporting
5 English as an additional language	For data segmentation and reporting

6	Home Address	For data segmentation and reporting
7	Photo	For display within the application
8	Ethnicity	For data segmentation and reporting

Part 2: Processing Responsibilities (Mandatory Contract Requirements)

Requirement in Article 28(3) DATA PROTECTION OBLIGATIONS	Details for this agreement	
1	The subject matter and duration of the Processing	As identified in the main body of this Agreement with information held and processed as specified.
2	The nature and purpose of the Processing	To augment and improve the use of the Platform for the Users as well as feedback and data segmentation for authorised teaching staff.
3	The type of Personal Data	Data designated in Part 1 of this Appendix as User Data and, as explained in the main body of the Agreement, other contact information specified.
4	The categories of Data Subjects	Pupils covered by the Agreement to use the Platform and staff members including temporary and locum staff and individuals with whom we are communicating concerning our products and services as explained in the main body of this Agreement.
5	The Controller's obligations and rights	<p>To the extent that each of us is to be regarded as Data Controller we shall:</p> <ul style="list-style-type: none"> (i) ensure that all User Data are Processed lawfully, fairly and in a transparent manner in relation to Users; (ii) ensure that all User Data collected for specified, explicit and legitimate purposes and not further Processed in a manner that is incompatible with those purposes; (iii) ensure that all User Data are adequate, relevant and limited to what is necessary in relation to the purposes for which they are Processed; (iv) ensure all User Data are accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that User Data that are inaccurate, having regard to the purposes for which it is Processed, are erased or rectified without delay; (v) ensure that all User Data are kept in a form which permits identification of Users for no longer than is necessary for the purposes for which the User Data are Processed; we shall delete User Data within the Platform that is no longer required for your purposes. (vi) ensure that all User Data are Processed in a manner that ensures appropriate security of the User Data, including protection against unauthorised or unlawful Processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures; (vii) be able to demonstrate compliance with paragraphs (i) to (vi); (viii) ensure that there is in all circumstances a legal basis for the Processing of the User Data; (ix) obtain all necessary consents and permissions required for the sharing and use of the User Data under this agreement including as a responsibility of the Subscriber the retaking of consent from the Data Subject upon that individual attaining the age of 13; (x) not Process special categories of User Data unless a

- relevant condition applies (such as explicit consent);
- (xi) in the case of the Subscriber ensure that it has provided Users with a privacy policy which covers your use of User Data within the Platform;
 - (xii) deal with all requests (including but not limited to, subject access requests, requests for rectification, erasure, restriction, portability or objections) from Data Subjects relating to User Data of which the relevant party is Controller;
 - (xiii) communicate to the other party any rectification or erasure of User Data and any restrictions on Processing;
 - (xiv) ensure any automated individual evaluation that falls to be regarded under Data Protection Legislation as profiling complies with applicable requirements;
 - (xv) maintain records of Processing activities to the extent required by Data Processing Legislation;
 - (xvi) cooperate with the Information Commissioner and with each other particularly in relation to any Data Breach Incident;
 - (xvii) implement appropriate technical and organisational measures to ensure and to be able to demonstrate that processing is performed in accordance with applicable data protection requirements and to ensure a level of security appropriate to the risk;
 - (xviii) if required, notify data breaches to the relevant supervisory authority and/or Data Subjects without undue delay;
 - (xix) if required, carry out a data protection impact assessment of the Processing activities to be carried out by that party the other party co-operating in any such assessment;
 - (xx) if required, designate a data protection officer keeping us advised of the identity of that person.

The Subscriber shall have the rights to enforce the obligations on us as your Processor and where relevant as Data Controller where we have agreed to limit our processing of User Data, as set out in clause 8.3.

Part 3: Controller Responsibilities (Security of Personal Data)

Responsibilities under Article 32	Details for this agreement
1 Responsibilities for Processing as Controller	<ul style="list-style-type: none"> • The provision by the Subscriber of User Data that is accurate and to advise Century of updates to the User Data promptly when any of that User Data becomes inaccurate. • The transfer of User Data to and from the Platform securely with an appropriate level of encryption. • The security of IT systems. • In the case of the Subscriber not introducing viruses to the Platform environment. • In the case of the Subscriber ensuring that all Users have access to and familiarize themselves with the Acceptable Use Policy as published from time to time by Century. • Not permitting an attack to be made on the Platform through your systems or Users' devices. • Not permitting other unauthorised or malicious access to the

Platform through your systems or Users' devices.

- Selecting and maintaining secure passwords for access to Century.
- Keeping Users' login credentials confidential and secure.
- And otherwise complying with Controller obligations as Data Protection Obligations.
- The following security measures are to be applied by the Subscriber:
 - restrict access via a Virtual Private Network (VPN);
 - database access further restricted to authorized users using VPN and SSH restrictions;
 - web traffic is transferred over HTTPS;
 - passwords are stored using one-way encryption; and
 - security updates are applied as soon as reasonably practical to servers and software when available.

2 Century Responsibilities for Processing as Processor

- The inputting of User Data provided by the Subscriber promptly following receipt.
- And otherwise complying with Processor obligations set out in clause 8.3.