Subscription Terms (applicable from 1 May 2026)

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 and assessment 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; (iii) the submission of User Data for on-boarding; and (iv) 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 at the end of the Subscription Period by Century or the Subscriber by providing not less than 90 days' written notice to the other, 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 Appendix 1.

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 it will ensure that parts of the Platform which use generative artificial intelligence technology are only accessed by age appropriate Users;

2.1.8 it is responsible for ensuring appropriate human oversight of material generated by artificial intelligence technology before it is relied upon for educational or other purposes;

2.1.9 Century can process and store information relating to the Subscriber to enable Century to perform its obligations under this Agreement;

2.1.10 it and the Users will be solely responsible for procuring and maintaining network connections and telecommunications links to the Platform;

2.1.11 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; and

2.1.12 it will identify to Century one or more named individuals within the Subscriber's organisation with whom Century can liaise on matters relating to the Subscription Order and User Data management, and will update Century if the individuals change.

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 3.2 and 3.3 (the "**Fees**").

3.2 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.

3.3 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.

3.4 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 direct debit, debit card, 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.

3.5 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.

3.6 All payments referred to in this Agreement or the Subscription Order shall be made free and clear of, and without deduction or withholding for or on account of, any taxes, levies, imposts, duties, fees, or other charges. If the Subscriber is required by applicable law to make any such deduction or withholding, the Subscriber shall pay such additional amounts ("gross-up") as may be necessary to ensure that Century receives and retains a net amount equal to the full amount it would have received had no such deduction or withholding been required.

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 aspects of 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 Save in relation to digital content uploaded by the Subscriber and its Users, 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 Century will not use any copyright material created by Users to train its artificial intelligence models or improve its platform.

4.7 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 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.

7.4 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.

7.5 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 set out in paragraph 3 of Appendix 1. 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 (INCLUDING CHANGE OF TERMS)

10.1 The Subscriber agrees that Century may update these Subscription Terms from time to time by providing the Subscriber with written notice of the update.

10.2 The Subscriber consents to Century's use and/or references to Subscriber's name, directly or indirectly, in Century's marketing and training materials.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

10.9 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).

10.10 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.

10.11 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
Uptime Commitment and 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 3.2 below.

"**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 CREDITS

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 quarter 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 quarter;
y = the total number of hours in the relevant calendar quarter; and
z = any Excused Downtime in the relevant calendar quarter.

2.3 If Century does not comply with the Uptime Commitment, the Subscriber may request a service credit equal to the pro rata amount paid by the Subscriber for the time that the Platform was unavailable in excess of the unavailable time implied by the Uptime Commitment.

2.4 Claims may be made on a calendar quarter basis only and must be submitted within 15 calendar days after the end of the applicable quarter, except where a subscription ends on a date other than the last day of a calendar quarter, in which case any claim related to that subscription must be submitted within 15 calendar days after the subscription end date.

2.5 Service credits are not refunds, cannot be exchanged for a cash amount and expire when the relevant subscription ends.

2.6 Service credits are the sole and exclusive remedy for any failure by Century to comply with the Uptime Commitment.

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.

3. SERVICE LEVELS

3.1 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.

3.2 The Subscriber shall provide Century with:

3.2.1 prompt notice of any Faults; and

3.2.2 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.

3.3 Century shall:

3.3.1 prioritise Support Requests based on its reasonable assessment of the severity level of the reported issue; and

3.3.2 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.

3.4 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 Protection 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 main body of the Agreement are used in this Appendix 2 and have the meanings given to them in the main body of the Agreement. In addition, 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 the GDPR and Data Protection Legislation more generally.

(C) We each acknowledge that for the purposes of the Data Protection Legislation the nature of the activity carried out by each of us in relation to our respective obligations under the Agreement dictates the status of each party under the Data Protection Legislation. A party may act as:

a. "Controller" in respect of the other party who is "Processor";
b. "Processor" in respect of the other party who is "Controller";
c. "Joint Controller" with the other party;
d. "Independent Controller" of the Personal Data where the other party is also "Controller",

in respect of certain Personal Data under the Agreement and we have specified in this Appendix which scenario we consider applies in each situation.

(D) In some circumstances under this Agreement, relating to the Personal Data of your staff members, we will each act as an independent Controller in respect of the Personal Data, We will use this Personal Data as a Controller to manage the relationship we have with you, to provide service updates, and we may use it for the purpose of ongoing direct marketing and product improvement.

(E) 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. 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 acting as the Data Controller and us acting as your Processor.

(F) 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.

(G) In the event of any conflict or uncertainty between the terms of this Appendix and any other terms of the Agreement, the terms of this Appendix shall take priority.

1. DEFINITIONS

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

"Adequacy Framework" means any system of certification adopted by the European Commission, or in respect of Personal Data transfers caught by the UK GDPR or the Swiss FADP, adopted by the relevant UK and/or Swiss governmental or regulatory body, pursuant to which transfers of Personal Data to participating / certified organisations are considered adequate under Article 45(1) of the EU GDPR, including the EU-US Data Privacy Framework adopted pursuant to European Commission Implementing Decision of 10 July 2023 and any equivalent frameworks adopted for the purposes of the UK GDPR and/or the Swiss FADP.

"**Article**" means an article of the GDPR.

"**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, or a Data Extractor, to access your information systems and extract User Data in respect of a Data Subject.

"**Data Extractor**" means a third party that you authorise to perform Data Extraction on your behalf.

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

"**Data Protection Legislation**" means the EU GDPR, the UK Data Protection Act 2018 and the UK GDPR, and the Swiss Federal Act on Data Protection 2020 ("Swiss FADP") 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 in the circumstances where we are acting as your Processor.

"**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.

"**EU 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.

"**GDPR**" means the EU GDPR and/or the UK GDPR, as applicable.

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

"**Personal Data Breach**" 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.

"Relevant Transfer Mechanism" means the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("EU SCCs"); and/or in respect of the UK, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the ICO under or pursuant to section 119A(1) of the Data Protection Act 2018 (as may be amended by the ICO from time to time pursuant to its terms) ("UK Addendum"); and/or in respect of Switzerland, the Swiss equivalent.

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

"**Restricted Country**" means any third country outside of the UK or EEA that is not subject to an adequacy decision by the UK or EU respectively.
"Restricted Transfer" shall mean a transfer of Personal Data to an entity located in a Restricted Country.
"**UK GDPR**" has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
"**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 and the Data Use and Access Act 2025.

3. NATURE OF DATA COLLECTED

3.1 To facilitate us assisting you in providing access to the Platform you may from time to time provide to us the information / Personal Data 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; or

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).

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 5 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, including as set out in Part 4 of the Schedule. You will take steps that are in themselves secure to share with us password or other access details.

3.3 In relation to User Data provided via a Data Extractor, you warrant that you have appropriate binding contractual arrangements in place with any Data Extractor that you nominate and that these arrangements are compliant with Data Protection Legislation and the transfer of that User Data will be in compliance with Data Protection Legislation. 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 directly or indirectly. 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 comply with the applicable requirements under Parts 3 and 4 of the Schedule, and 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 Extractor 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. ACCESS TO USER DATA VIA DATA EXTRACTORS

5.1 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:

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

5.1.2 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 and exercise our rights under this Agreement.

6. RESPONDING TO DATA BREACHES

6.1 Whether acting as a Controller or a Processor, you and we each commit to each other that you and we shall inform each other without undue delay in the event of becoming aware that any Personal Data Breach affecting User Data should arise. Notifications will be provided in writing (via email) and verbally if you or we have assessed a very significant risk has arisen that needs urgent communication.

6.2 You will 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 Personal Data Breach related notifications so that we can appropriately notify you.

7. COSTS OF COMPLIANCE

7.1 You acknowledge and agree that the remuneration in respect of the Services takes account of compliance with this Schedule and Data Protection Legislation, but does not take into account any additional costs that may be incurred by us in complying with any additional instructions or requests from you outside of those required under this Schedule and not required by law. Accordingly, we will be entitled to charge you in respect of any material costs that are (or are to be) reasonably incurred by us in respect of the performance of such additional instructions or requests, except where such performance is required as a result of a breach by us of our obligations under this Appendix or to comply with Data Protection Legislation. Where practicable to do so, we will seek written approval prior to incurring such costs.

8. TERM AND TERMINATION

8.1 This Appendix 2 shall continue for the term of the Agreement (including any renewal period) and shall remain in full force and effect until:

8.1.1 termination of the Agreement, howsoever arising; or, if later

8.1.2 notwithstanding any earlier termination of the rest of the Agreement, until we cease to Process any User Data on your behalf, when this Appendix 2 shall automatically terminate. Where this Appendix 2 remains in force beyond the termination of the Agreement, any relevant provisions of the rest of the Agreement that are necessary for the operation of this Appendix 2 shall be deemed to remain in force solely to the extent required to enable the proper operation of this Appendix 2.

8.2 Upon termination of the Agreement, and unless otherwise required by law to retain a copy of any User Data for a longer period of time, we shall retain User Data for up to six (6) months from the date of termination, whereupon we shall destroy it unless otherwise instructed by you (acting reasonably).

Processing of Personal Data where you are the Controller and we are acting as your Processor in respect of that Personal Data.

9. DATA PROTECTION CONDITIONS

9.1 Where Personal Data is processed in connection with the exercise of each of our rights and obligations under this Agreement, we and you each acknowledge that you are the Controller and that we are the Processor, save in relation to the processing activities set out in paragraph 10, for which we act as an independent Controller. This paragraph 9 only applies where you are the Controller in respect of relevant Personal Data and we are your Processor.

9.2 Each of the parties acknowledges and agrees that the subject-matter and duration of the Processing carried out by us on behalf of you, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects are accurately documented in Part 1 and Part 2 of the Schedule (which may from time to time be updated by us with written notice).

9.3 We shall, in relation to any User Data processed in connection with the performance of our obligations under this Agreement:

9.3.1 process the User Data only in accordance with documented instructions from you (those instructions include to perform our obligations under this Agreement), unless we are required by applicable laws to otherwise process that Personal Data. If we rely on any applicable laws as the basis for processing Personal Data, we will notify you of this before performing the processing required by the relevant laws, unless the relevant laws prohibit us from so notifying you;

9.3.2 not transfer Personal Data to a Restricted Country without your prior consent, unless permitted in relation to Sub-Processors pursuant to paragraph 9.4.3 below, or as required to do so by any legal obligation we become subject to. In such latter case, we shall inform you of that legal requirement before Processing, unless we are for any reason prohibited by law from doing so;

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

9.3.4 implement appropriate technical and organisational measures to ensure that Personal Data is subject to a level of security appropriate to the risks arising from its Processing, taking into account all measures required pursuant to Article 32. Details of the technical and organisational measures which we implement are set out in Part 6 of the Schedule to this Appendix 2;

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

9.3.5.1 we shall not engage a Sub-Processor without your authorisation. Without prejudice to the generality of this condition:

(a) Part 5 of the Schedule to this Appendix 2 contains details of our Sub-Processors as at the date of first applicability of these Subscription Terms and you hereby consent to our engagement of these organisations under this Agreement; and

(b) by way of general authorisation, you consent to us changing or adding additional organisations as our Sub-Processors under this Agreement, so long as we shall inform you in advance of any intended changes concerning the addition or replacement of Sub-Processors.

9.3.5.2 where we engage a Sub-Processor for carrying out specific Processing activities on your behalf, equivalent obligations to our 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;

9.3.6 taking into account the nature of the Processing, assist you, at your cost, 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 the GDPR;

9.3.7 assist you, at your cost, 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 (including but not limited to our Personal Data Breach notification commitments pursuant to paragraph 6.1 above);

9.3.8 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;

9.3.9 to ensure the integrity of the data held on the Platform, and to minimise the Personal Data we process, we will deactivate inactive and/or expired Users in accordance with the following instructions:

9.3.9.1 a User will be considered inactive or expired if they meet one or more of the following criteria:

(a) they have not been assigned to classes in the current academic year;
(b) they have not used the Platform for an extended period of time; and/or
(c) we are able to discern via the User's year group data that they no longer/will no longer attend your academic institution(s);

9.3.9.2 after 6 months from the date of a User's deactivation, their data within the Platform will be anonymised and any Personal Data relating to those Users will be irreversibly removed from our Platform;

9.3.9.3 we will notify you when any deactivations or anonymisations are due to take place; and

9.3.9.4 prior to the end of the 6-month period described above, on instruction from you to do so, deactivated Users can be re-activated with no loss of their data.

9.3.10 maintain complete and accurate records and make available to you all information necessary to demonstrate compliance with the obligations laid down in Article 28 and, at your cost, 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 or Data Protection Legislation; and

9.3.11 procure that any person acting under our authority who has access to Personal Data, shall not Process the User Data except in accordance with instructions from you, unless required to do so by the Data Protection Obligations or Data Protection Legislation.

9.4 The parties acknowledge and agree that:

9.4.1 the transfer of Personal Data from one party to the other party is not a Restricted Transfer;

9.4.2 if and to the extent that the transfer of Personal Data between the parties becomes subject to a Restricted Transfer (or one or more Adequacy Framework), the parties shall enter into a separate addendum to implement a Relevant Transfer Mechanism or to give contractual effect to the relevant Adequacy Framework;

9.4.3 Personal Data may be transferred by us to Sub-Processors located in a Restricted Country, which may be considered a Restricted Transfer. In the event of the transfer to a Sub-Processor being considered a Restricted Transfer, we shall either enter into a Relevant Transfer Mechanism, comply with a relevant Adequacy Framework requirement, or otherwise fulfil another international transfer requirement to ensure the transfer is compliant with Data Protection Legislation, and we shall provide details of the relevant transfer mechanism on request.

9.5 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 9 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.

Processing of Personal Data where we are each independent Controllers.

10. ADDITIONAL PURPOSES FOR COLLECTION AND USE OF STAFF DATA

10.1 Where Personal Data is processed in connection with the exercise of each of our rights and obligations under this Agreement, we and you each acknowledge that, in relation to the processing activities set out in paragraph 10.2, we and you each act as an independent Controller. This paragraph 10 only applies where we and you are each acting as an independent Controller in respect of relevant Personal Data.

10.2 We shall process Personal Data as an independent Controller in the following situations and for the following purposes:

10.2.1 As well as receiving Personal Data relating to your staff members from you as set out in paragraphs 3 and 4 above, we may also directly collect individual contact data for your staff members, which, in either case, will be used to manage the relationship we have with you and to provide service updates (where necessary);

10.2.2 In addition, where the relevant person has not opted out, we may use this staff Personal Data to send you updates via them about the products and services you procure from us or to send you information about complementary products that may be of interest to you;

10.2.3 Further, where the relevant person has not opted out, we may also use this staff Personal Data to directly send to them on their own behalf marketing updates about the products and services we provide or to send them marketing information about complementary products that may be of interest to them;

10.2.4 This data will only be used by us to inform you or them of developments in our products and to inform you or them of new products that we have developed likely to be of interest to you or them. 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; and

10.2.5 We may also process your User Data (both of staff and other Users) for the purpose of anonymising that User Data so that we can use the anonymised data (which is no longer Personal Data or User Data) for our own analytical and product development purposes.

10.3 For each of the processing activities described in paragraph 10.2, each party shall be responsible for observing its respective obligations as a Controller under Data Protection Legislation. Notwithstanding the generality of the previous sentence and paragraph 4.2 in relation to your obligations, we agree that we shall Process such Personal Data in accordance with the Century Tech Privacy Notice, which shall be made available or notified to Users at the appropriate points in time.

10.4 **Data sharing obligations**. For any Personal Data where both you and us each act as independent Controllers, both you and us each agree to:

10.4.1 only process the Personal Data shared under this Agreement for the purposes agreed in this Agreement; and

10.4.2 not transfer the Personal Data shared under this Agreement outside of the UK without first having ensured that appropriate safeguards are in place to provide an adequate level of protection to that Personal Data in compliance with Data Protection Legislation.

10.5 **Mutual assistance**. In relation to the Personal Data shared under this Agreement, each party shall provide reasonable assistance to the other in complying with all applicable requirements of the Data Protection Legislation, including with regard to promptly notifying and responding to any:

10.5.1 requests by Data Subjects to exercise their rights under applicable Data Protection Legislation;

10.5.2 Personal Data Breach; and

10.5.3 communications received from competent regulatory bodies.

Schedule to Appendix 2
Part 1: User Data

Data Type	Reason	Essential for the provision of the services?	Controller / Processor
Student Data			
First Name	For display within the application	No - strongly preferred	Processor
Preferred First Name	For display within the application	No - optional	Processor
Middle Name	For display within the application	No - optional	Processor
Last Name	For display within the application	No - strongly preferred	Processor
Date of Birth	For data segmentation and reporting	No - strongly preferred	Processor
Gender	For display within the application and data segmentation and reporting	No - strongly preferred	Processor
Address	For data segmentation and reporting	No - optional	Processor
Email Address	For login and notifications	No - strongly preferred	Processor
Unique Pupil Number	To uniquely identify the user within the personal data	No - strongly preferred	Processor
Free School Meals	For data segmentation and reporting	No - optional	Processor
SEN Status Code	For display within the application and data segmentation and reporting	No - optional	Processor
Pupil Premium	For display within the application and data segmentation and reporting	No - optional	Processor
English as an additional language	For display within the application and data segmentation and reporting	No - optional	Processor
Ethnicity Code	For display within the application and data segmentation and reporting	No - optional	Processor
Grades	For display within the application and data segmentation and reporting	No - optional	Processor
Class Names	For display within the application and data segmentation and reporting	Yes	Processor
External Unique Identifier	For data segmentation and reporting	No - optional	Processor

Staff Data			
First Name	For display within the application	Yes	Controller and Processor
Last Name	For display within the application	Yes	Controller and Processor
Email Address	For login and notifications	Yes	Controller and Processor
Class Names	For display within the application and data segmentation and reporting	Yes	Processor
External Unique Identifier	For data segmentation and reporting	No	Processor
Guardian Data			
First Name	For display within the application	Yes	Processor
Last Name	For display within the application	Yes	Processor
Email Address	For login and notifications	Yes	Processor

Part 2: subject-matter and duration of the Processing, the nature and purpose of the Processing

	DATA PROCESSING DETAILS	Details for this agreement
When Century is acting in capacity as Processor		
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. Unless deleted sooner in accordance with the terms of this Agreement, Personal Data will be processed for the duration of this Agreement and for a maximum period of up to six (6) months thereafter, unless Century is required by law to keep a copy of any Personal Data for longer.
2	The nature and purpose of the Processing	To provide the services under the Agreement - 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.
When Century is acting in capacity as Controller		
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. Unless deleted sooner in accordance with the terms of this Agreement, Personal Data will be processed for the duration of this Agreement and for a maximum period of up to six years thereafter, unless Century is required by law to keep a copy of any Personal Data for longer.
2	The nature and purpose of the Processing	As specified in our Privacy Policy
3	The type of Personal Data	As specified in our Privacy Policy
4	The categories of Data Subjects	Teachers and staff who give permission to be contacted as marketing contacts; B2C customers; customers who get in touch for support; Century staff members

Part 3: Subscriber Obligations

The Subscriber as Data Controller shall:

(i) ensure that all User Data provided by or on its behalf are collected lawfully, fairly and in a transparent manner in relation to Users;

(ii) ensure that all User Data provided by or on its behalf are collected for specified, explicit and legitimate purposes and not further required to be Processed under this Agreement in a manner that is incompatible with those purposes;

(iii) ensure that all User Data provided by or on its behalf are adequate, relevant and limited to what is necessary in relation to the purposes for which they will be Processed under this Agreement;

(iv) ensure that student inputs to the Platform's generative artificial intelligence features do not include User Data;

(v) 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;

(vi) 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.

(vii) ensure that there is in all circumstances a legal basis for the Processing of the User Data;

(viii) 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 (where that individual's Personal Data was originally collected and processed prior to this age);

(ix) not require us to Process special categories of User Data unless a relevant condition applies to permit such Processing (such as explicit consent);

(x) ensure that it has provided Users with a privacy policy which covers your use of User Data within the Platform;

(xi) 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;

(xii) communicate any rectification or erasure of User Data and any restrictions on Processing;

(xiii) ensure any automated individual evaluation that falls to be regarded under Data Protection Legislation as profiling complies with applicable requirements;

(xiv) if required, notify Personal Data Breaches to the relevant supervisory authority and/or Data Subjects without undue delay;

(xv) if required, carry out a data protection impact assessment of the Processing activities to be carried out with us co-operating in any such assessment;

(xvi) if required, designate a data protection officer and keep us advised of the identity of that person; and

(xvii) if different to the data protection officer, designate a person who manages User Data (commonly known as an 'MIS Officer') and keep us advised of the identity of that person.

Part 4: Controller and Processor Responsibilities (Security of Personal Data)

	Responsibilities under Article 32	Details for this agreement
1	Subscriber's responsibilities for Processing as Controller	● 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. ● Ensuring the security of the Subscriber's IT systems, including: o taking appropriate steps to ensure the Subscriber does not introduce viruses to the Platform environment; o ensuring that all Users have access to and familiarize themselves with the Acceptable Use Policy as published from time to time by Century; o Not permitting an attack to be made on the Platform through your systems or Users' devices; o Not permitting other unauthorised or malicious access to the Platform through your systems or Users' devices; o Selecting and maintaining secure passwords for access to Century's Platform; o Keeping Users' (and ensuring Users keep their) login credentials confidential and secure; and o otherwise complying with all Controller obligations required as Data Protection Obligations. ● The following security measures are to be applied by the Subscriber: o restrict access via a Virtual Private Network (VPN); o database access further restricted to authorized users using VPN and SSH restrictions; o web traffic is transferred over HTTPS; o passwords are stored using one-way encryption; and o 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 paragraph 9.3 of Appendix 2.

Part 5: Century Sub-Processors

Sub Processor	Subject Matter	Nature and purpose	Type of data held	Location(s) of processing	Additional Information
AWS	Personal data stored in S3, Databases and also in transit	Infrastructure Provider providing hosting services and storage	PII, including special category data	Ireland	Compliance Programs, Supplementary Addendum, ISO/IEC 27001:2013
Google	Personal information stored in drive and email for onboarding, reporting and company sharing	Communicating and sharing with clients and internal	PII, including special category data	Europe	Compliance Programs, ISO/IEC 27001
LogRocket	System and event logging	Debugging platform issues	Behavioural data	US	GDPR/CCPA, Security
Snowflake	Personal data for in platform usage	Machine learning and impact analysis	PII, including special category data	Ireland	Security & Compliance
Freshdesk	Personal data contained for account management and support	Account management within the customer success team	PII	US	Data Processing Agreement, GDPR, Security
Hubspot	Personal data contained for account management	Account management within the customer success team	PII	Germany, US	Security
Mailchimp	Personal data used in email communications	Used for email correspondence with customers	PII	US	Security
Lightdash	Personal data contained for account management and support	Data visualisation programme	PII	EEA	Security
Posthog	Personal data for in-platform usage	Debugging platform issues and analytics	PII	EEA	Privacy
Hetzner	Personal data stored in databases	Infrastructure Provider providing hosting services and storage	PII	EEA	Privacy
Claude (Anthropic)	Personal data used in communications	Administrative and analytical purposes	PII	US	Safety Measures
Grafana	System and event logging	Debugging platform issues	System logs	EEA	Security