



Managed Services Terms and Conditions

Last modified: September 2, 2024

Our Managed Services Terms and Conditions form part of the Contract when you engage us in the Supply of Managed Services, Incorporating Email Services, Postal Services, Creative Services, and Data Lease Services.

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in these terms and conditions.

1.1 Definitions:

Authorised Payment Method: your method of payment for our Charges (via debit or credit card) for which we have received approval from your card-issuing bank.

Authorised Users: you (if you are sole proprietor), your Representatives, and, if you are a Broker, your customers whom you determine shall be authorised (subject to our prior written approval) to use the Platform.

Broker: a customer who is presenting the Platform and/or Education Data to a third-party only for the marketing purposes of that one third party and not also for its purposes.

Business Day: a day other than a Saturday, Sunday, or public holiday in either the United States or England, during which banks are open for general business in both Chicago, Illinois and London.

Charges: the charges payable by you for the supply of the Services in accordance with clause 11.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 13.

Contract: the contract that you and we enter into for the supply of Services in accordance with these Terms, your Order, the Product Catalogue, and the Data Processing Agreement.

Creative Services: our services for creating marketing, and other content, including email design, copywriting, landing page design, white paper creation, HTML conversions/builds, the detail of which shall be set out in the Order.

Customer Data: the data provided by you or on your behalf by your Authorised Users.

Customer, you, or your: refers to you, the customer, as specified in the Order.

Customer Default: has the meaning set out in clause 10.4.

Customer Representative: the person acting as your point of contact regarding the Services.

Data Controller: an entity that determines the purposes and means of the processing of Personal Data. For the UK and EU member states, this term has the meaning as set out in Article 4(7) of the UK GDPR. In the US, it includes the terms “Controller” and “Business” as defined under Data Protection Legislation.

Data Lease: the licence to use Education Data as set out in clause 8.

Data Processing Agreement: the data processing agreement that we may enter into with you in respect of our processing of Customer Data pursuant to the Services, as set out at <https://www.sprint-education.com/legal/data-processing-agreement>, and as such document may be updated from time to time.

Data Processor: an entity that processes Personal Data on behalf of a Data Controller. For the UK and the EU this term has the meaning as set out in Article 4(8) of the UK GDPR. In the US it includes the terms “Processor” and “Service Provider” as defined under Data Protection Legislation.

Data Protection Legislation: all applicable laws and regulations relating to the processing, protection, or privacy of Personal Data, including, but not limited to, the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, the California Consumer Privacy Act as amended by the California Privacy Rights Act and accompanying regulations (collectively the “CCPA”), and any other relevant federal, state, or foreign laws. This also includes guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction.

Deliverable: any digital or physical asset created by us for use in the Services.

Documentation: such documentation (including our Product Catalogue) that we make available to you on the Platform or via such other web address that we inform you of from time to time which specifies how the Platform should be used and the products available to you for purchase via the Platform.

Education Data: establishment and/or education establishment staff data made available to you via a Data Lease.

Effective Date: the date on which the Contract made pursuant to these Terms shall begin, as set out in clause 2.2.

Email Campaign Reports: email campaign performance reporting that shows the number of opens and clicks a campaign has generated.

Email Services: our service comprising of marketing or communication campaigns delivered to recipients including education establishments and/or education establishment staff via email, the detail of which shall be set out in the Order.

Engaged Recipients: recipients of the Email Services who have downloaded an image and/or clicked on a link in an email they have received.

Force Majeure Event: is an act of God, fire, flood, natural disaster; war; acts or threats of terrorism (or related security or safety concerns), civil disorder, commotion or violence; strike, lockout or other labor disputes (except as set forth below); cyberterrorism, sabotage or network intrusion, or failure of transmission of power sources; nuclear or chemical contamination; the existence and/or threats of a pandemic, epidemic, COVID-19, SARS, H1N1, or similar communicable, infectious diseases as recognized by the World Health Organization, the Centers for Disease Control and/or any other government authority or health agency; any rule, regulation, requirement, restriction, order, advisory action, or guideline (or change in same) of any court or government or applicable authority (including, but not limited to, any federal, state or local government or health authority), including any rule, regulation, requirement, restriction, order, advisory action, or guideline that restricts public gatherings, mandates a shutdown of our or your facility(y)(ies), requires quarantining; a declared state of emergency; national emergency; damage or destruction to our or your facility(y)(ies) or the equipment/systems therein or any other similar or dissimilar cause beyond the reasonable control of a party. Notwithstanding the foregoing, Force Majeure Event shall not include (a) strikes and other labour disputes (including collective bargaining disputes and lockouts) with regard to work by a party, except as part of a national or regional strike not directed solely at such party, (b) late delivery or breakage or malfunction of equipment or materials, (c) lack of funds or change in economic circumstance, (d) shortage or unavailability of labour or materials, (e) a failure of performance of any subcontractor or supplier to us or a third party, (f) the bankruptcy or insolvency of any subcontractor or supplier to us or a third party or (f) failure to timely apply for or obtain applicable permits; except, in each case, to the extent due to Force Majeure Event otherwise excusable hereunder.

Hard Bounce: an email bounce back as a result of incorrect data in the email address.

Initial Subscription Term: the period of 12 months or such other period as set out in the Order.

Input Material: either materials provided by you or your Authorised Users to us and compliant with the terms set forth in clause 10.3.7 (including Pre-existing Materials as defined in clause 7.2) or materials sourced by us on your behalf (and not subsequently altered by you without our prior written consent), in each case for inclusion in the Email Services and/or for inclusion in packages to be sent to recipients pursuant to the Postal Services or to be posted, uploaded, input or submitted for public display through the Platform.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Legitimate Interest Assessment: the assessment required by data protection legislation for lawful processing of personal data of residents of the UK and the EU.

Normal Business Hours: 09:00 to 17:00, each Business Day.

Order: your order for Services either on the prescribed form provided by us; or agreed between us in writing; or agreed between us verbally and confirmed by our subsequent commencement of the provision of the ordered Services to you.

Personal Data: means (a) any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked (directly or indirectly) with an individual; or (b) information that the relevant Data Protection Legislation otherwise defines as protected personal information.

Platform: the online software platform known as Campus (or such other name as we may determine at any time) that we own and operate and make available to you as a service via the internet pursuant to these Terms.

Postal Services: our service comprising of marketing or communication campaigns including delivering letters, leaflets and/or brochures to recipients including education establishments and/or education establishment staff by post, the detail of which shall be set out in the Order.

Product Catalogue: the catalogue of all Campus products and services as set out at <https://www.sprint-education.com/legal/product-catalogue> and which may be updated from time to time.

Provider, we, us, our: Sprint Media Limited, a company incorporated in England and Wales (registration number 6177833) having its registered office at B1 The Courtyard, Tewkesbury Business Park, Tewkesbury, GL20 8GD. United Kingdom.

Provider Materials: all materials, equipment, documents and other property owned by us.

Renewal Term: has the meaning as set out in clause 8.2.

Representatives: means, in relation to a party, its employees, officers, directors, shareholders, partners, members, agents, contractors, subcontractors, affiliates, representatives and advisers.

Send Time: the date and time, as specified in the Order, around which the Deliverables shall be sent.

Services: the managed services, including any Email Services, Postal Services, Creative Services, Data Lease and/or any other agreed services, to be supplied by us to you pursuant to any Contract, as set out in the Order.

Subscription Term: the Initial Subscription Term of a Data Lease together with any subsequent Renewal Term(s).

Suppressions: exclusions from the agreed email or postal mailing list, including exclusions based on your decision to exclude from the Education Data certain intended recipients categories of intended recipients (“**Intended Suppressions**”), or as the result of a Hard Bounce or Undeliverable Mailing Address, or the exercise by intended recipients of the right to opt-out from receiving email communications or the right to be placed on a do not mail list with respect to postal marketing.

Terms: these terms and conditions as amended from time to time in accordance with clause 20.2.

Third-Party Product: a software application, tool or product, the proprietary rights in which are owned by a third party.

Undeliverable Mailing Address: any addresses within the Education Data that are proved to be undeliverable due to them being an incorrect mailing address such that they are returned to the sender, or which the intended recipient refused receipt of postal marketing material by marking it return to sender or in some other way expressed the same intent, or has otherwise requested to be placed on a do not mail list.

User Login: the user login provided by us to you which entitles an Authorised User to access and use the Platform in accordance with these Terms.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 Clause headings shall not affect the interpretation of these Terms.
- 1.3 A reference to a company shall include any company, corporation, other body corporate, (including brand and trading names), wherever and however incorporated or established.
- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of these Terms. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of these Terms under that statute or statutory provision.
- 1.5 A reference to writing or written excludes fax but not email.
- 1.6 References to clauses are to the clauses of these Terms.

- 1.7 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by you to purchase Services in accordance with these Terms.
- 2.2 The Order shall only be deemed to be accepted when we issue written acceptance of the Order or we begin work on the Services at which point and on which date the Contract shall come into existence (the “**Effective Date**”).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our website or other promotional materials, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. Our acceptance of any offer by you is expressly conditioned upon your acceptance of these Terms exclusively and to the exclusion of any terms or conditions proffered by you, and we reject all additional or different terms and conditions submitted by you, whether confirmatory or otherwise.
- 2.5 Any quotation given by the us shall not constitute an offer, and is only valid for a period of 7 Business Days from its date of issue.

3. SUPPLY OF SERVICES

- 3.1 So long as you are compliant with your obligations under these Terms, including your payment obligations, we shall supply the Services to you in accordance with the Order in all material respects.
- 3.2 We shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 We reserve the right to amend the Order if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and we shall notify you in any such event.
- 3.4 You acknowledge and agree that we shall supply the Services on a non-exclusive basis.

4. EMAIL SERVICES

- 4.1 Without prejudice to the generality of any other clause in these Terms, this clause 4 shall apply where you engage us for Email Services.

- 4.2 In addition to the Order process set out at clause 2 you may give us your verbal or written approval by email to proceed with Email Services quoted by us. Such approval:
- 4.2.1 shall be deemed to be your offer to buy the Email Services proposed by us in the quotation referencing these Terms; and
 - 4.2.2 may be accompanied only by a Send Time but no other additional or different terms.
- 4.3 In response, our actions to deliver such Email Service, including commencing any work on the campaign or campaigns shall constitute our acceptance of your offer for Email Services.
- 4.4 You acknowledge and agree that we may be restricted in our ability to send a large volume of emails simultaneously and, as such deliveries may be made over a reasonable period of time after the Send Time. You therefore acknowledge and agree that the Send Time in the case of Email Services shall be the date on which we launch an email campaign. If a campaign is carried out reasonably closely to the agreed times but not exactly within them, you may not dispute the invoice on this ground.
- 4.5 We shall use reasonable endeavours to deliver the number of emails set out in the Order or as agreed verbally or by email between you and us, however you acknowledge that these numbers may fluctuate due to database changes.
- 4.6 You shall:
- 4.6.1 inform us of your desired email subject lines no less than 3 Business Days prior to the Send Time, after which time we may determine a subject line in our sole discretion without consultation or notice to you;
 - 4.6.2 notify us of all intended Suppressions from the Education Data no less than 3 Business Days prior to the Send Time and you accept that if such intended Suppressions are not detailed in the Order, such intended Suppressions will incur additional charges.
- 4.7 Unless set out in the Order, you acknowledge that tracking is subject to additional charges. Where you do not purchase tracking, you shall accept our confirmation that the emails have been sent.
- 4.8 You acknowledge that we do not have any control over emails once they have been sent from our servers. You acknowledge that non-delivery to a recipient may arise as a result of filtering systems affecting a recipient's receipt of email.
- 4.9 You further acknowledge that, subject to the limitation of liability set forth in clause 15.2, we shall use our reasonable endeavours to deliver the emails, to the particular establishments and to the recipients or categories of recipients within the Education Data stipulated by you and not otherwise identified by you on a timely basis as a Suppression.

- 4.10 You shall be entitled to cancel an order for Email Services by notifying us in writing not less than 3 Business Days prior to the Send Time, provided that all creative and HTML conversion work has been done by you. If you have not done such work, we shall be entitled to charge for any of our work undertaken in a creative or HTML conversion capacity or if we have set the campaign up in our broadcasting software, such charges to be at a reasonable rate subject to our mutual agreement, and failing such agreement, we are not obligated to undertake such work.
- 4.11 If a full 3 Business Days' notice is not given to us, you are liable to pay us the full cost of the work carried out to date including the full cost of the Send Time slot in respect of such Email Services.

5. EMAIL CAMPAIGN REPORTING AND ENGAGED RECIPIENTS

- 5.1 Without prejudice to the generality of any other clause in these Terms, this clause 5 shall apply where you engage us for Email Services.
- 5.2 You shall be able to access your Email Campaign Reports and, if purchased, your Engaged Recipients via the Platform.
- 5.3 You acknowledge that:
- 5.3.1 complex software is never wholly free from defects, errors, and bugs; and
 - 5.3.2 we may, at times, need to take the Platform off-line to perform scheduled and unscheduled maintenance.
- 5.4 We will not and do not propose or purport to provide any legal, taxation or accountancy advice under or in connection with the Contract or in relation to the Platform and your use of it.
- 5.5 In relation to the Authorised Users, you undertake that:
- 5.5.1 you will not allow or suffer any User Login to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Platform;
 - 5.5.2 each Authorised User shall keep a secure password for their use of the Platform, and that each Authorised User shall keep their password confidential;
 - 5.5.3 you shall permit us or our designated auditor to audit the Platform in order to establish the name and password of each Authorised User and your data processing facilities to audit compliance with these Terms. Each such audit may be conducted no more than once per quarter, at our expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with your normal conduct of business;
 - 5.5.4 if any of the audits referred to in clause 5.5.3 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice

to our other rights, you shall promptly disable such passwords and we shall not issue any new passwords to any such individual; and

- 5.6 Without prejudice to our other rights, if there has been a breach by you of any of clause(s) 5.5, 5.7, 5.8, 5.9 and/or 5.10, we may suspend any or all of the Services and/or your access to the Platform and we shall be entitled to treat such breach as a material breach of the Contract for the purposes of clause 16.
- 5.7 You shall not access, store, distribute or transmit any Viruses, or any similar material during the course of your use of the Platform.
- 5.8 You shall not:
 - 5.8.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Terms:
 - 5.8.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means; or
 - 5.8.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or
 - 5.8.2 provide us with Input Material in violation of your obligations as set forth in clause 10.3.7; or
 - 5.8.3 access all or any part of the Platform in order to build a product or service which competes with the Services and/or the Platform; or
 - 5.8.4 carry out any email subscription and/or marketing and PR services (or other services that could be considered a conflict of interest or which compete with our services) for third parties without our prior written consent; or
 - 5.8.5 subject to clause 26.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Platform available to any third party except the Authorised Users; or
 - 5.8.6 attempt to obtain, or assist third parties in obtaining, access to the Platform, other than as provided under this clause 5; or
 - 5.8.7 introduce or permit the introduction of, any Virus into the Platform or our network and information systems, or otherwise use the Platform in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform, or any of the areas of, or services on, the Platform.
- 5.9 You shall 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 us.
- 5.10 For the avoidance of doubt, you have no right to access the object code or source code of the Platform, either during or after the Term.

6. POSTAL SERVICES

- 6.1 Without prejudice to the generality of any other clause in these Terms, this clause 6 shall apply where you engage us for Postal Services.
- 6.2 If we are responsible for print, packaging or mailing any items and you wish to verify that we carried out such work as required then you may, by prior arrangement, attend our premises on the appropriate day when the work is being carried out and verify the contents of randomly selected packages that have been compiled pursuant to the Postal Services. It shall be your sole responsibility to arrange such visit.
- 6.3 Where you choose not to arrange such a visit under clause 6.2, you acknowledge and agree that you have no other option but to accept our confirmation that a particular mailing has been carried out in accordance with the Contract.
- 6.4 If you require copies of Post Office (or such other applicable carrier) documentation in order to verify dispatch information, this requirement must be set out in the Order.
- 6.5 You shall identify the intended recipient(s) from the Education Data of postal communications to us in the Order or otherwise in writing not less than 21 days prior to the Send Time. If you fail to provide such information or provide generic titles only, we reserve the right to select an appropriate individual, at our discretion and without notice; or delay sending the relevant mail until a recipient has been provided by you.
- 6.6 Where we are providing the names of the intended recipient(s) of postal communications, we will, when addressing the mail, use the recipient's name where possible. If we do not hold the name of the recipient we will address the mail to their generic job title.
- 6.7 You shall notify us of all intended Suppressions no later than 21 days prior to the Send Time and you accept that if intended Suppressions are not detailed in the Order, such intended Suppressions will incur additional charges.
- 6.8 You are responsible for valuing any goods to be delivered and assessing the amount of any loss that may arise from damage, delay or loss whilst in transit.
- 6.9 You acknowledge and agree that it is reasonable for us to limit our liability for losses incurred in transit to an amount relative to the liability accepted by the applicable carrier in respect thereof.
- 6.10 You represent and warrant that you have had the opportunity to consider the liability levels offered by the applicable courier and the exclusions of liability of such carrier.
- 6.11 If you require insurance to protect against the risk of loss or damage to goods in transit, you shall notify us prior to our issue of a quotation for the applicable Services, in order that we may seek quotes for relevant carriage services which include insurance.
- 6.12 You accept that we are in no position to, and do not, offer greater levels of liability to you than the courier provides to us.

- 6.13 Our maximum liability to you in respect of any and all loss or damage to goods in transit shall not exceed the amount of any monies recovered from the applicable courier and shall not be paid to you until such time as the monies have been paid to us.
- 6.14 In the event of a claim, we shall use reasonable commercial endeavours to pursue the claim. You shall provide us, in a timely manner, with all applicable information as we may require to pursue the claim or to enable a third party to pursue a claim on behalf of us.
- 6.15 Upon your request, we shall provide details of the carriers used by us to carry goods for the purposes of the Services and a copy of their standard terms of contract, if any.
- 6.16 In the event that you have a preferred courier service, you are encouraged to make your own direct arrangements with the courier.
- 6.17 We accept no liability whatsoever for any delay in a delivery service notwithstanding the service level/delivery window ordered with the carrier.
- 6.18 You shall be responsible for providing the weight and dimensions of any Input Materials that are to be posted by us on your behalf. We are under no obligation to verify the weights and dimensions provided prior to postage, and where variations in weight or dimensions incur additional costs and charges, we shall be entitled to recover from you any such additional costs (which may include postage, materials (such as larger envelopes) and labour costs) as a debt.
- 6.19 We shall return to you (at your expense) any remaining Input Material following the performance of the Services in accordance with your instructions. If you fail to provide delivery instructions to us within 14 days of our request, we shall be entitled at our sole discretion to determine the means of return of the Input Material and to either return the Input Material in such manner or to destroy it at your expense.
- 6.20 We shall be entitled, upon one week's notice in writing, to invoice you a storage charge in respect of our storage (at your request) of any Input Material either pending or following the applicable Send Times ("**Storage Charge**"). Our Storage Charge shall be calculated at a rate of £25 per pallet (or part pallet) per week (or part week) for UK-based pallets and \$30 per pallet (or part pallet) per week (or part week) for US-based pallets.

7. CREATIVE SERVICES

- 7.1 Without prejudice to the generality of any other clause in these Terms, this clause 7 shall apply where you engage us for Creative Services.
- 7.2 All work product created by us and our employees, agents, and subcontractors, including, without limitation, the Creative Services and all Intellectual Property Rights in and to the Creative Services (collectively, the "**Creative Materials**") will for all purposes be our exclusive property, and all right, title, and interest in and to the Creative Materials, free and clear of all liens and encumbrances, including claims to moral rights ("droits moral") in the Creative Materials, including without limitation rights of attribution and integrity, shall vest in us. The Creative Materials have great value and goodwill associated with them

that is our valid and exclusive property. You will not (and will cause your Authorised Users, employees, agents and subcontractors to not) attack or legal or beneficial title to the Creative Materials nor acquire or seek to acquire or claim any right, title or interest in or to the Creative Materials except for those rights granted to you pursuant to the express terms of the Contract.

The Creative Materials shall be licensed to you pursuant to the terms of clause 12.3.

To the extent that any Creative Materials or other contributions made or delivered by us in performing the Services utilize, incorporate, derive from, rely on or embody any pre-existing works or authorship, ideas, know-how, concepts, discoveries, methodologies or other developments conceived, created or developed by you prior to the date of the Contract and for purposes unrelated to the provision of Creative Services contemplated hereunder ("**Pre-existing Materials**"), you shall retain all right, title and ownership rights in and to said Pre-existing Materials.

The Pre-existing Material shall be licensed to us pursuant to the terms of clause 12.4.

- 7.3 We shall accept no liability for any loss or damage to, or any consequential loss or damage arising from:
- 7.3.1 the storage of Input Material at our premises; and
 - 7.3.2 imperfect work arising as a result of defects in or unsuitability of materials or information provided by you.
- 7.4 Where Creative Services are carried out by us in accordance with these Terms, you shall, unless otherwise set out in the Order:
- 7.4.1 have 14 days from the last set of amendments to provide further amendments or sign off the work. Where you fail to provide amendments or sign-off within such 14-day period, the full Charges shall become due with immediate effect;
 - 7.4.2 be entitled to up to three rounds of amendments or revisions included as standard, after which any amendments or revisions will be chargeable, such charges to be at a reasonable rate subject to our mutual agreement, and failing such agreement, we are not obligated to undertake such amendments or revisions.

8. DATA LEASE SERVICES

- 8.1 We grant to you a non-exclusive, non-transferable, revocable, licence, for the duration of the Subscription Term, to:
- 8.1.1 access, view and utilise the Education Data solely in accordance with the Contract's limited and specific purposes of marketing to, and communicating with, education institutions and education staff; and
 - 8.1.2 store the Education Data on your system,
- (the "**Data Lease**").

- 8.2 The Data Lease shall commence on the date specified in the Order or the date the Education Data was made available to you, whichever is later, and unless otherwise terminated as provided in clause 16, shall continue for the Initial Subscription Term. Thereafter, the Data Lease shall automatically renew for successive periods equal to the length of the Initial Subscription Term or as specified in the Order (each a “**Renewal Term**”), unless:
- 8.2.1 either party notifies the other party of termination, in writing, at least 14 days before the end of the Initial Subscription Term or any Renewal Term, in which case the Data Lease shall terminate upon the expiry of the applicable Initial Subscription Term or applicable Renewal Term; or
 - 8.2.2 otherwise terminated in accordance with the provisions of these Terms.
- 8.3 You represent, warrant and undertake that you:
- 8.3.1 shall not use the Education Data for any purpose contrary to any law or regulation or any regulatory code, guidance or request and shall comply with applicable Data Protection Legislation;
 - 8.3.2 shall not extract, reutilise, use, exploit, distribute, disseminate, copy or store the Education Data for any purpose not expressly permitted under the Contract;
 - 8.3.3 shall provide the same level of privacy protection to any Personal Data within the Education Data as required by Data Protection Legislation;
 - 8.3.4 shall not do anything with the Education Data which may damage our goodwill or reputation or that of the Service or that will damage the value in the Education Data;
 - 8.3.5 acknowledge and agree that if you are a broker who has received our prior written consent to present the Education Data to a third-party company then the Education Data is only authorised to be used for the marketing purposes of that one third party company and not also for your purposes;
 - 8.3.6 shall be liable for the loss or misuse of Education Data whilst in your care, or the care of persons to whom you have granted access to the Education Data;
 - 8.3.7 shall electronically mark the Education Data as belonging to us so that it may be easily removed from any system (CRM/broadcasting system etc.) once the Subscription Term ends;
 - 8.3.8 shall, if using the Education Data in a third-party platform, check with the platform provider that it is permitted to upload data as per their terms and conditions;
 - 8.3.9 shall not use the Education Data for any activity other than the purpose for which it was originally provided, and shall inform us if you are no longer able to use the Education Data in accordance with Data Protection Legislation obligations;
 - 8.3.10 shall, if utilising EU or UK residents Personal Data in the Education Data, hold a legitimate interest to process the Education Data and a Legitimate Interest Assessment is in place that details the balancing test you have undertaken to prove your legitimate interest;

- 8.3.11 shall keep the Education Data secure and completely safeguarded against unauthorised access, destruction, use, modification, or disclosure and take such steps as you normally take to protect your own confidential and proprietary information, but in any event no less than reasonable steps to do so; and
 - 8.3.12 shall cease using and fully delete the Education Data from your systems once the Subscription Terms ends unless a data subject in the Education Data has become your customer or has contacted you of their own volition during the Subscription Term, such interaction must be recorded and made available to us at our request. For the avoidance of doubt once the Subscription Term ends you may no longer use any Education Data previously exported from the Platform, with the exception of any data subjects who have become your customer or have contacted you of their own volition during the Subscription Term, for any marketing, or any other purpose.
- 8.4 Without prejudice to any other rights and remedies available to us at law or otherwise, if there has been a breach by you of any of clause(s) 8.3.1, 8.3.2, 8.3.3, 8.3.4, 8.3.55, 8.3.9, 8.3.10 and/or 8.3.11, we may suspend any or all of the Services and/or your access to the Platform and we shall be entitled to treat such breach as a material breach of the Contract for the purposes of clause 16.
- 8.5 In the event that we consider your use of the Education Data is in breach of clause 8.3.12, i.e. where we, acting reasonably, determine that you have used the Education Data outside of the Subscription Term specified in clause 8.3.12, a charge of 100% of the Charges for the Initial Subscription Term or the Renewal Term from which the Education Data that was used was derived will be imposed and a new Renewal Term will begin on the date of the breach and you shall be required to pay within 7 days of notice to do so.
- 8.6 You agree that we have the right to take reasonable and appropriate steps to help ensure that the Education Data is used in a manner consistent with Data Protection Legislation. You further agree that upon reasonable notice, we have the right to stop and remediate any unauthorized use of the Education Data by you. This may include, but is not limited to, requiring documentation verifying your compliance with any Suppressions or other opt-outs we have notified you about or about which you otherwise know or reasonably should know within the Education Data.
- 8.7 You hereby acknowledge and agree that:
- 8.7.1 we use all reasonable endeavours to ensure that the Education Data is accurate and up-to-date. However, as lists are compiled from a variety of sources, we do not guarantee that any of the records are 100% complete, nor do we guarantee the accuracy or completeness of individual addresses, contact names, contacts' roles/ job titles, emails or telephone numbers, or any other information provided nor do we guarantee that any set of the Education Data is a complete compilation of the categories of persons or establishments described therein;
 - 8.7.2 we have obtained all Education Data fairly and lawfully in accordance with applicable Data Protection Legislation. However, we do not guarantee the accuracy or completeness of individual addresses, contact names or telephone numbers nor do we guarantee that any set of the Education Data is a complete compilation of the categories of persons or establishments described therein;

- 8.7.3 all Intellectual Property Rights in the Education Data belong to us or our licensors, as the case may be. You shall have no rights in or to the Education Data other than the right to use the Education Data in accordance with the express terms of the Contract;
- 8.7.4 in the event that you obtain updates to any of the Education Data ("**Education Data Updates**"), you hereby agree that the Education Data Updates shall be regarded as works made for hire for us as defined in Section 101 of the Copyright Act of 1976, and we are and shall be considered the sole and exclusive author of the Education Data Updates for all purposes. To the extent the Education Data Updates or any part thereof do not qualify as work made for hire, you hereby irrevocably and unconditionally: (a) assign, transfer, and otherwise convey to us throughout the universe, in perpetuity, in any and all media whether now or hereafter known or devised, and by any and all technologies and means of delivery whether now or hereafter known or devised, all right, title, and interest in and to such Education Data Updates, including without limitation all Intellectual Property Rights therein, which include without limitation all registration, renewal, and reversion rights, and the right to register and sue to enforce Intellectual Property Rights against infringers, alleged infringers, and potential infringers; and (b) waives any and all claims you may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to such Education Data Updates. You shall further procure that any necessary third party shall promptly execute any documents and perform any acts reasonably required for the purpose of giving full effect to the assignment of such Education Data Updates to us;
- 8.7.5 neither you nor any of your Authorised Users have any right to copy the Education Data or otherwise make a record of it, nor may you or your Authorised Users otherwise process the Education Data other than in accordance with the Contract or as agreed in writing with us. You further undertake that you shall not resell or otherwise monetise any of the Education Data that we have made available to you other than in accordance with the Contract;
- 8.7.6 we (and our licensors) have made and will continue to make substantial investment in the obtaining, verification, selection, co-ordination, development, presentation and supply of the Education Data;
- 8.7.7 the Charges take into account that some emails in the Education Data may bounce or postal services may be undeliverable and therefore no pro rata refund is payable by us to you for bounced emails or undeliverable postal services; and
- 8.7.8 the Education Data contains seed names and dummy addresses to protect our Intellectual Property Rights. We do not pass out seed addresses to you or your Authorised Users even in the event of a dispute as it leaves our Education Data unprotected.
- 8.8 Your Obligations. You:
- 8.8.1 will, if any emails contained within the Education Data are used in an email campaign and are proven to be undeliverable due to them being an incorrect email such that they Hard Bounce or result in an Undeliverable Mailing Address, send them to us, including a reason for non-delivery, in an Excel or comma separated format document within 7 days of the send date of the campaign that generated

the Hard Bounces or Undeliverable Mailing Address to enable our data team to investigate and where possible correct the error;

- 8.8.2 agree to comply with any requests for the suppression of deceased names and to notify us of any request you receive for the suppression of a deceased name or disputed data that can be identified as being included in the Education Data within 7 days of receipt of the request;
- 8.8.3 agree to notify us within 7 days of receipt, of any request for access to, or the correction or the deletion of inaccurate data that you receive from an individual whose name can be identified as being included in the Education Data supplied by us to you;
- 8.8.4 agree to notify us if any Education Data is found to be out of date or incorrect;
- 8.8.5 agree to comply with any request for information from an individual whose name can be identified in the Education Data supplied to you by us regarding the source from which the name was obtained and that this request will be dealt with promptly and in any event within a maximum of 7 days;
- 8.8.6 will, where email Education Data is used to send emails to, ensure that the recipient is given a simple and visibly clear means to opt-out of receiving further communications and you must forward to us the details of any recipients who do exercise their right to opt-out including any comments that may be made by such recipients in an Excel or comma separated format document within 3 days of the unsubscribe request;
- 8.8.7 will, where Education Data is used to send postal marketing, ensure that you forward to us the details of any Undeliverable Mailing Address or recipients who do exercise their right to opt-out of further postal marketing including any comments that may be made by such recipients in an Excel or comma separated format document within 5 days of the recipients' request;
- 8.8.8 shall ensure that the Education Data is kept secure and in an encrypted form, and shall implement commercially reasonable security practices and systems to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Education Data;
- 8.8.9 shall co-operate with all reasonable security investigations that we may undertake involving the Education Data and your use of it;
- 8.8.10 shall inform us in writing if you close, cease to trade, go into administration or liquidation. Any assignment, sale, transfer or other disposal of the Education Data is expressly prohibited; and
- 8.8.11 shall, if you become aware of any misuse of any Education Data, or any event that could compromise the security or integrity of the Education Data or otherwise adversely affect us or if you learn or suspect that the Education Data has been compromised, revealed or obtained by any unauthorised person:
 - 8.8.11.1 at your expense, promptly notify us and fully co-operate with us to remedy the issue as soon as reasonably practicable; and

- 8.8.11.2 accept the suspension of your use of the Education Data until the misuse or security breach or unauthorised disclosure or compromise is remedied.

9. DATA PROTECTION

- 9.1 You may upload Customer Data to be hosted on the Platform. You are the Data Controller of the Customer Data and we are a Data Processor in respect of the Customer Data.
- 9.2 The terms on which we process such Personal Data are set out in the Data Processing Agreement <https://www.sprint-education.com/legal/data-processing-agreement>.
- 9.3 You are the Data Controller in respect of the use of any Engaged Recipients data that we license and/or provide to you via the Platform for the purposes of marketing and prospecting to it.
- 9.4 We are the Data Controller in respect of the maintenance and management of the Education Data that we license to you via the Platform.

10. YOUR OBLIGATIONS

- 10.1 You warrant and represent that the person who places the Order and/or the signatory to any Contract made pursuant to these Terms has the legal right and authority to enter into and commit your organisation to the obligations set out in these Terms and in the applicable Contract.
- 10.2 You shall own all right, title and interest in and to all of the Customer Data that is (a) not Personal Data, and (b) Contact Information that is not Education Data (e.g. Contact Information that is related to you or your Authorised User), and you shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Data.
- 10.3 You shall:
 - 10.3.1 ensure that you inform us of any applicable Suppressions in writing in advance of any campaign and keep us informed of any and all changes to such Suppression lists;
 - 10.3.2 ensure that the terms of the Order and any information you provide are complete and accurate;
 - 10.3.3 co-operate with us in all matters relating to the Services;
 - 10.3.4 at your own expense, provide us with such information, materials and Input Materials as we may reasonably require in order to supply the Services, and ensure that such information, materials and Input Materials are complete and accurate in all material respects;

- 10.3.5 retain duplicate copies of all Input Materials and insure against accidental loss or damage;
- 10.3.6 respond promptly to any request by us for information, materials, Input Materials or approval;
- 10.3.7 ensure that all Input Materials, and their broadcast, publication or otherwise making available to the public, shall:
 - 10.3.7.1 comply with all applicable laws and any other applicable regulations, regulatory policies, guidelines or codes in each case from time to time in force, including all such guidelines and codes issued by statutory, regulatory and industry bodies;
 - 10.3.7.2 not infringe the Intellectual Property Rights or proprietary rights of us or any third party;
 - 10.3.7.3 not be harmful, fraudulent, deceptive, threatening, harassing, defamatory, libelous, obscene, racially or ethnically offensive, or otherwise objectionable;
 - 10.3.7.4 not jeopardize the security of your account or anyone else's (such as allowing anyone other than Authorised Users to log in to the Platform or use the Services);
 - 10.3.7.5 not violate the security of any computer network, or crack any passwords or security encryption codes;
 - 10.3.7.6 not run "spam" on the Platform, or any processes that run or are activated while you are not logged into the Platform or using the Services, or that otherwise interferes with the proper working of the Platform or the Services (including by placing an unreasonable load on the Platform's infrastructure);
- 10.3.8 obtain and maintain all necessary licences, permissions and consents which may be required by you for the Services before the date on which the Services are to start;
- 10.3.9 keep all Provider Materials at your premises in safe custody at your own risk, maintain them in good condition until returned to us, and not dispose of or use them other than in accordance with our written instructions or authorisation;
- 10.3.10 inform us in writing of any change in the identity or contact details of the Customer Representative without undue delay upon such change taking effect;
- 10.3.11 comply with any special terms as set out in the Order; and
- 10.3.12 comply with your obligations under applicable Data Protection Legislation, in respect of your use of the Services.

- 10.4 If our performance of any of our obligations under the Contract are prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (“**Customer Default**”):
- 10.4.1 without limiting or affecting any other right or remedy available to us, we shall have the right to terminate the Contract in accordance with clause 16 or suspend performance of the Services until you remedy the Customer Default;
 - 10.4.2 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 10.4; and
 - 10.4.3 subject to clause 15.2.2, you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

11. PRICE AND PAYMENT

- 11.1 The Charges for the Services shall be as set out in the Order and/or the applicable invoice.
- 11.2 Unless otherwise set out in the Order and/or the applicable invoice:
- 11.2.1 you shall pay each invoice submitted by us:
 - 11.2.1.1 before the Send Time of the first Deliverable; and
 - 11.2.1.2 in full and in cleared funds to a bank account nominated in writing by us; and
 - 11.2.2 time is of the essence with respect to your payment obligations under this Contract.
- 11.3 Notwithstanding anything in the Contract to the contrary, your account is subject to our credit policies and practices in effect from time to time.
- 11.4 You shall on the Effective Date provide us with a signed direct debit mandate, or valid up-to-date and complete credit/debit card details, or approved purchase order information acceptable to us and any other relevant valid, up-to-date and complete contact and billing details and, if you:
- 11.4.1 sign a direct debit mandate, or provide your credit/debit card details to us, you hereby authorise us to take direct debit payments, or bill such credit card on the Effective Date and any subsequent dates as agreed in the Order or the applicable invoice for the Charges payable in respect of the Services;
 - 11.4.2 provide approved purchase order information to us, we shall invoice you on the Effective Date for the Charges payable in respect of the Services and you shall pay each invoice, issued by us, by the payment date of such invoice.
- 11.5 If we have not received payment in full within 7 days after the due date, without prejudice to any other rights and remedies:

- 11.5.1 we may, with no notice to you and without liability to us, terminate the Contract in accordance with clause 16 or suspend our work on the Services and we shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 11.5.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of our bankers from time to time or, if lower, the maximum rate permissible by applicable law, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 11.6 All amounts and fees stated or referred to in these Terms:
- 11.6.1 are non-cancellable and non-refundable;
 - 11.6.2 are exclusive of applicable taxes, which, other than taxes based on our net income, shall be added to our invoice(s) at the appropriate rate.
- 11.7 Where you have entered into a Contract for Services and either:
- 11.7.1 your direct debit fails; or
 - 11.7.2 you cancel the direct debit mandate prior to the expiry or termination of the Contract; or
 - 11.7.3 your credit/debit card fails; or
 - 11.7.4 the provisions of clause 11.8 apply,
- we reserve the right to charge you £25 or \$30 for each and every such failed payment including if we make attempts (up to a maximum total of 3 additional attempts per payment due from you to charge your Authorised Payment Method) and we shall charge you the balance of the invoice in the event of cancellation by you under clause 11.7.2.
- You authorise us to charge your Authorised Payment Method for the failed payment charges up to a total of 4 charges per month for each invoice due.
- 11.8 In the event that we have been unable to charge your Authorised Payment Method, for example due to its expiry or if it is invalid, you agree that we shall be entitled to retry billing your Authorised Payment Method. If you update your Authorised Payment Method to address the relevant issue or if we receive updates on your Authorised Payment Method from our payment service providers, we shall automatically resume billing. Some payment service providers will also automate a retry to take payment from your Authorised Payment Method. If we remain unable after 3 additional attempts after the first attempt to charge your Authorised Payment Method, you shall lose the right to pay in instalments and we shall be entitled to demand the full balance of the invoice which will be payable immediately.
- 11.9 You agree to keep your business information up to date, including your company name, address, primary contact, and billing contact. You will also keep your Authorised Payment Method and billing and tax information up to date for the payment of incurred and recurring fees.

- 11.10 You authorise us to continue to charge your Authorised Payment Method for applicable fees during our provision of the Services and until any and all outstanding fees have been paid in full. All payment obligations are non-cancellable and all amounts paid are non-refundable, except as specifically provided for in the Contract. Save as otherwise provided in the Contract, all fees are due and payable in advance.
- 11.11 We reserve the right to correct prices and invoices where typographical, clerical or other errors have been made in the Order, the quote or proposal document, any invoice, or in any other written or verbal correspondence.
- 11.12 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 11.13 Non-payment of Charges due to us under this Contract shall be deemed a material breach. You shall be liable for any and all costs and expenses, including but not limited to legal fees, court costs, bank charges, third-party supplier charges and other administrative costs incurred by us in conjunction with the collection of the Charges.
- 11.14 If we offer a discounted price for Services, whether as part of a signed for or non-signed for contract, and you cancel part way through our execution of the work, we shall be entitled to disregard the discount and shall be entitled to invoice you for the difference between the discounted price agreed and the full list price for all work done to the effective date of termination of the Services following your cancellation. You shall pay such invoice in full within 7 days of the date of the invoice.
- 11.15 You acknowledge that in your capacity as a business, you have no statutory rights to cancel any contract.
- 11.16 You have no rights of cancellation after agreement of the applicable Order. Any purported cancellation shall incur the relevant charges for the full duration of the Contract, which we may invoice in full following cancellation. You shall pay such final invoice in full within 7 days of the date of the applicable invoice.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 You acknowledge and agree that except for Pre-existing Materials we and/or our licensors own all Intellectual Property Rights in the Services. Except as expressly stated herein, nothing in the Contract grants you any rights to, under or in, any Intellectual Property Rights or other rights or licences in respect of the Services.
- 12.2 If and to the extent that any Intellectual Property Rights arise out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by you, including Pre-existing Materials) you acknowledge that such Intellectual Property Rights shall be owned by us.
- 12.3 We grant to you, or shall procure the direct grant to you of, a non-exclusive, revocable limited right and licence to use any materials provided to you by us that arise out of or in

connection with the Services embodying our Intellectual Property Rights, including the Creative Materials for the sole and limited purposes described in the Contract. Such license shall automatically terminate upon the termination or expiration of the Contract or upon the suspension of the Services in accordance with the terms hereof. We may revoke the licence if full payment of the Charges is not made on the due date.

12.4 You irrevocably grant to us a worldwide, royalty-free, perpetual, non-exclusive right and license to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

12.5 You shall not sub-license, assign or otherwise transfer the rights granted in clause 12.3.

13. CONFIDENTIALITY

13.1 **Customer Confidential Information** means all information (marked or described verbally as confidential) disclosed by you or any of your Representatives or Authorised Users, customers or licensors to us and/or any of our Representatives during the Term, relating to:

13.1.1 the financial terms of the Contract and any supplemental orders placed by you from time to time;

13.1.2 the Input Materials;

13.1.3 the Suppressions;

13.1.4 any information that would be regarded as confidential by a reasonable business person relating to:

13.1.4.1 your business, assets, customers, suppliers, or plans; and

13.1.4.2 your product information, know-how or designs.

13.2 **Provider Confidential Information** means all information (whether or not marked or described verbally as confidential) disclosed by us or any of our Representatives to you and/or any of your Representatives, either orally or in writing (including digital form) prior to or during the Term, relating to:

13.2.1 the financial terms of the Contract and any supplemental orders placed by you from time to time;

13.2.2 our proprietary materials;

13.2.3 any information that would be regarded as confidential by a reasonable business person relating to:

13.2.3.1 our business, assets, customers, suppliers, or plans; and

13.2.3.2 our product information, know-how or designs.

- 13.3 The provisions of this clause shall not apply to any Customer Confidential Information or Provider Confidential Information that:
- 13.3.1 is or becomes generally available to the public (other than as a result of its disclosure in breach of this clause);
 - 13.3.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - 13.3.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the disclosing party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information;
 - 13.3.4 to the extent such Customer or Provider Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that the receiving party provides prompt notice thereof to the disclosing party (unless legally prohibited) so that the disclosing party, at its expense, may seek a protective order or other appropriate remedy. The receiving party shall thereafter be entitled to comply with such legal or regulatory requirements, subpoena, court order or other request for information. The Confidential Information that is disclosed pursuant to this clause shall remain confidential for all other purposes of the Contract; or
 - 13.3.5 the parties agree in writing is not confidential or may be disclosed.
- 13.4 Each party shall keep the other party's Confidential Information confidential and shall not:
- 13.4.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with the Contract; or
 - 13.4.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 13.
- 13.5 Each party may disclose the other party's Confidential Information to its Representatives provided that:
- 13.5.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure;
 - 13.5.2 the applicable Representatives are bound by obligations of confidentiality in respect of such Confidential Information; and
 - 13.5.3 the receiving party shall remain primarily liable for any breach of these provisions by such Representatives.
- 13.6 With respect to Confidential Information not identified by the disclosing party at the time of disclosure as a trade secret under applicable law, the provisions of this clause 13 shall

survive for a period of 24 months from termination or expiry of the Contract; with respect to Confidential Information identified by the disclosing party at the time of disclosure as a trade secret under applicable law, the provisions of this clause 13 shall survive for such longer period as such Confidential Information shall remain a trade secret under applicable law.

14. INDEMNITY

14.1 You shall defend, indemnify and hold harmless us and our Representatives, at your expense, against any and all claims, liabilities, actions, proceedings, losses, damages, expenses, and costs (each, an "**Action**") (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs calculated on a full indemnity basis) brought against us or any of our Representatives, by third-parties, or any action, adjudication, or decision taken against us by any regulatory body, (including without limitation court costs and reasonable and documented professional costs and out-of-pocket expenses) to the extent that such Action is based upon, is in connection with, or arises directly or indirectly out of:

14.1.1 your or your Representatives' use of the Services and/or Documentation;

14.1.2 your or our or either of your or our Representatives' (including your Authorised Users' and your customers') use of the Input Materials.

14.1.3 unauthorised or illegal use of the Service by you or your Representatives or by any other person using your User Login;

14.1.4 your or your Representatives' (including your Authorised Users' and your customers') non-compliance with or breach of the terms of our Contract; or

14.1.5 your or your Representatives' use of Third-Party Products,

provided that:

14.1.6 we give you notice of any such Action within 30 days of our becoming aware of the Action;

14.1.7 we provide reasonable co-operation to you in the defence and settlement of such Action, at your expense; and

14.1.8 you are given sole authority to defend or settle the Action.

14.2 You will not accept any settlement in relation to the Action that:

14.2.1 imposes an obligation on us;

14.2.2 requires us to make an admission; or

14.2.3 imposes liability not covered by these indemnifications or places restrictions on us, without our prior written consent.

- 14.3 We shall defend you against any claim brought by a third party that your use of the Services or Documentation in accordance with these Terms infringes any United Kingdom or United States copyright, trade mark, database right or patent effective during the Term, and shall indemnify you for any amounts finally awarded against you in judgment or agreed to in any settlement of such claims, provided that:
- 14.3.1 you give us notice of any such claim within 30 days of becoming aware of any claim;
 - 14.3.2 you do not make any admission, or otherwise attempt to compromise or settle the claim and provide reasonable co-operation to us in the defence and settlement of such claim, at our expense;
 - 14.3.3 we are given sole authority to defend or settle the claim; and
 - 14.3.4 we will not accept any settlement that:
 - 14.3.4.1 imposes an obligation on you;
 - 14.3.4.2 requires you to make an admission; or
 - 14.3.4.3 imposes liability not covered by these indemnifications or places restrictions on you,without your prior written consent.
- 14.4 In the defence or settlement of any claim, we may:
- 14.4.1 procure the right for you to continue using the Services and/or Documentation as applicable;
 - 14.4.2 replace or modify the Services and/or Documentation as applicable so that they become non-infringing; or, if such remedies are not reasonably available;
 - 14.4.3 terminate the Contract made pursuant to these Terms on 2 Business Days' notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.
- 14.5 In no event shall we or our Representatives be liable to you to the extent that the alleged infringement is based on:
- 14.5.1 a modification of the Services or Documentation by anyone other than us; or
 - 14.5.2 your use of the Services or Documentation in a manner contrary to the instructions given to you by us; or
 - 14.5.3 your use of the Services or Documentation after notice of the alleged or actual infringement from us or any appropriate authority; or
 - 14.5.4 your breach of any of the terms of the Contract; or
 - 14.5.5 your use of the Services or Documentation in combination with any other product or services where the infringement would not occur but for such combination; or

14.5.6 your use of Customer Data or Input Material provided by you.

14.6 Clauses 14.3, 14.4 and 14.5 state your sole and exclusive rights and remedies, and our entire obligations and liability, for infringement of any United Kingdom or United States Intellectual Property Right.

14.7 Nothing in this clause shall restrict or limit your general obligation to mitigate any loss you may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

15. WARRANTIES; LIMITATION OF LIABILITY

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CLAUSE 15. YOU UNDERSTAND AND AGREE THAT WITHOUT YOUR AGREEMENT TO THE WARRANTIES AND LIMITATIONS OF LIABILITY AS SET OUT IN THIS CLAUSE 15, WE WOULD NOT PROVIDE THE SERVICES TO YOU.

15.1 WARRANTIES:

15.1.1 WE WARRANT TO YOU THAT THE SERVICES WILL BE PROVIDED USING REASONABLE SKILL AND CARE IN ACCORDANCE WITH INDUSTRY STANDARDS.

15.1.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN CLAUSE 15.1.1, THE SERVICES AND THE DOCUMENTATION ARE PROVIDED TO YOU ON AN "AS IS" BASIS, AND NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE GIVEN, AND WE EXPRESSLY DISCLAIM ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND, SPECIFICALLY, THE FOLLOWING:

15.1.2.1 AS TO THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, ACCURACY OR COMPLETENESS OF THE SERVICE, DATA SYNCHED TO OR MADE AVAILABLE FROM THE SERVICE, PLATFORM CONTENT, OR THE SERVICES FOR ANY PURPOSE;

15.1.2.2 THAT A CAMPAIGN WILL REACH A DEFINED NUMBER OF RECIPIENTS, THAT IT WILL REACH ALL SPECIFIED RECIPIENTS AT A DEFINED TIME OR THAT IT WILL GENERATE INTEREST OR SALES IN YOUR PRODUCTS OR SERVICES;

15.1.2.3 THAT THE PLATFORM WILL BE FREE FROM ANY VIRUS, DEFECTS, ERRORS AND/OR BUGS OR THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE;

15.1.2.4 THAT THE PLATFORM WILL BE COMPATIBLE WITH ANY APPLICATION, PROGRAM OR SOFTWARE NOT SPECIFICALLY IDENTIFIED AS COMPATIBLE IN THE ORDER; OR

15.1.2.5 THAT THE ENGAGED RECIPIENT DATA PROVIDED TO YOU VIA THE PLATFORM IS COMPLETE, ACCURATE AND UP TO DATE.

15.1.3 SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

15.2 LIMITATION OF LIABILITIES:

EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THE CONTRACT, THIS CLAUSE 15.2 STATES OUR ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM BY YOU AGAINST US.

EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THE CONTRACT, YOU ASSUME SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE SERVICES AND THE DOCUMENTATION. WE SHALL HAVE NO LIABILITY FOR ANY DAMAGE CAUSED BY OR ARISING OUT OF OR IN CONNECTION WITH ANY ERRORS OR OMISSIONS IN ANY EDUCATION DATA PROVIDED BY US TO YOU OR IN ANY CUSTOMER DATA, OR FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH INFORMATION, INSTRUCTIONS OR SCRIPTS PROVIDED TO US BY YOU IN CONNECTION WITH THE SERVICES, OR ANY ACTIONS TAKEN BY US AT YOUR DIRECTION;

15.2.1 SUBJECT TO CLAUSES 15.2.2 AND 15.2.3, NOTHING IN THE CONTRACT EXCLUDES EITHER PARTY'S LIABILITY:

15.2.1.1 FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE;

15.2.1.2 FOR A PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION; OR

15.2.1.3 FOR ANY OTHER LIABILITY OF A PARTY THAT CANNOT BE EXCLUDED OR LIMITED AT LAW.

15.2.2 NOTWITHSTANDING ANYTHING ELSE IN THIS CONTRACT TO THE CONTRARY, AND EXCEPT FOR YOUR LIABILITY TO US FOR THE LOSS OF USE OR CORRUPTION OF THE EDUCATION DATA CAUSED BY YOUR ACTS OR OMISSIONS FOR WHICH YOU WILL REMAIN LIABLE, NEITHER PARTY SHALL BE LIABLE FOR THE OTHER PARTY'S INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING FOR:

15.2.2.1 LOSS OF PROFITS;

15.2.2.2 LOSS OF REVENUE OR BUSINESS;

15.2.2.3 LOSS OF ANTICIPATED SAVINGS;

15.2.2.4 LOSS OF OR DAMAGE TO GOODWILL AND/OR REPUTATION; OR

15.2.2.5 PURE ECONOMIC LOSS.

15.2.3 SUBJECT TO THE ADDITIONAL LIMITATIONS SET FORTH IN CLAUSES 6.9, 6.12, 6.13, AND 7.3, AND EXCEPT AS SET FORTH IN CLAUSE 15.2.2:

15.2.3.1 OUR TOTAL LIABILITY TO YOU ANY LOSS ARISING FROM OUR FAILURE TO COMPLY WITH OUR DATA PROTECTION OBLIGATIONS SHALL NOT EXCEED AN AMOUNT EQUAL TO THREE TIMES THE LIABILITY CAP AS DEFINED IN CLAUSE 0; AND

15.2.3.2 ALL OTHER LOSS OR DAMAGE WHICH DOES NOT FALL WITHIN CLAUSE 0 SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR

PAYABLE FOR THE SERVICE IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM (THE “**LIABILITY CAP**”).

- 15.2.4 REFERENCES TO LIABILITY IN THIS CLAUSE 15.2 INCLUDE EVERY KIND OF LIABILITY ARISING UNDER OR IN CONNECTION WITH THE CONTRACT INCLUDING LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, RESTITUTION OR OTHERWISE.
- 15.3 EXCEPT AS SET FORTH IN CLAUSE 15.2.2, NOTHING IN THE CONTRACT EXCLUDES OR LIMITS YOUR LIABILITY, INCLUDING, WITHOUT LIMITATION, FOR ANY BREACH, INFRINGEMENT OR MISAPPROPRIATION OF OUR INTELLECTUAL PROPERTY RIGHTS.
- 15.4 UNLESS A PARTY NOTIFIES THE OTHER PARTY THAT IT INTENDS TO MAKE A CLAIM IN RESPECT OF AN EVENT WITHIN THE NOTICE PERIOD, THE OTHER PARTY SHALL HAVE NO LIABILITY FOR THAT EVENT. THE NOTICE PERIOD FOR AN EVENT SHALL START ON THE DAY ON WHICH THE PARTY WISHING TO MAKE A CLAIM BECAME, OR OUGHT REASONABLY TO HAVE BECOME, AWARE OF ITS HAVING GROUNDS TO MAKE A CLAIM IN RESPECT OF THE EVENT AND SHALL EXPIRE 12 MONTHS FROM THAT DATE. THE NOTICE MUST BE IN WRITING AND MUST IDENTIFY THE EVENT AND THE GROUNDS FOR THE CLAIM IN REASONABLE DETAIL.

16. TERMINATION

- 16.1 Without affecting any other right or remedy available to us, we may terminate the Contract made pursuant to these Terms with immediate effect by giving written notice to you if:
 - 16.1.1 you fail to pay any amount due under the applicable Contract on the due date for payment;
 - 16.1.2 you commit a material breach of any other provision of these Terms and (if such breach is remediable) fail to remedy that breach within a period of 7 days after being notified in writing to do so;
 - 16.1.3 you file a petition in bankruptcy or assignment generally for the benefit of creditors or initiate, or has initiated against it, any similar proceeding under any law with respect to creditor’s rights, adjustment of debts, or similar law, become insolvent, become, or admit that you are, unable to pay your debts generally as they become due, or have a third-party manager or receiver appointed over any of your assets;
 - 16.1.4 you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction;
 - 16.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction;

- 16.1.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over you;
 - 16.1.7 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;
 - 16.1.8 any of your creditors or encumbrancers attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;
 - 16.1.9 any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1.3 to clause 16.1.8 (inclusive);
 - 16.1.10 you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business;
 - 16.1.11 your financial position deteriorates so far as to reasonably justify the opinion that your ability to give effect to these Terms is in jeopardy;
 - 16.1.12 you are subject to a change of control; or
 - 16.1.13 you or any of your Representatives engages in abusive, threatening, or harassing behaviour towards us or any of our employees, agents, or Representatives. Abusive behaviour includes but is not limited to verbal abuse, physical threats, and any form of harassment.
- 16.2 On termination of any Contract pursuant to these Terms for any reason, in relation to that terminated Contract only:
- 16.2.1 you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by the you immediately on receipt;
 - 16.2.2 each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party to the extent the same was provided pursuant to the terminated Contract;
 - 16.2.3 you shall return all of the Provider Materials and any Deliverables which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
 - 16.2.4 we shall be entitled to retain any document (including any electronic document) containing Customer Confidential Information after the termination of the applicable Contract if:
 - 16.2.4.1 we are obliged to retain such document by any law or regulation or other rule enforceable against us; or

- 16.2.4.2 the document in question is a letter, email, order confirmation, invoice, receipt or similar document addressed to us.
- 16.2.5 any Input Material, Deliverables or other material of yours in our possession shall be deleted or destroyed after a period of 14 days, unless you request its return. All returns shall be at your expense; and
- 16.2.6 any code or data you have provided to us shall be deleted.
- 16.3 Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination shall not be affected or prejudiced.
- 16.4 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Terms shall remain in full force and effect.

17. FORCE MAJEURE

- 17.1 Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under any Contract (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.
- 17.2 A party who becomes aware of a Force Majeure Event which gives rise to any failure or delay in performing its obligations under the Contract, will:
 - 17.2.1 forthwith notify the other; and
 - 17.2.2 inform the other of the period for which it is estimated that such failure or delay will continue.
- 17.3 The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

18. PUBLICITY

- 18.1 You grant us the right to include your name and company logo in our customer list, on our website and any other medium for the purposes of advertising our Services. Consent can be withdrawn at any time, by emailing us, and we shall have thirty (30) days to comply.
- 18.2 Nothing herein is intended to prevent our use of any creative work, designs, artwork or other Deliverables created by us in performance of the Services, including Creative Materials and Pre-existing Materials, for the purpose of providing examples and case studies on our website and/or other marketing material.
- 18.3 You grant us the right to include any testimonial you have given us and/or be included in any case-study, on our website and any other medium for the purposes of advertising our Services. Consent can be withdrawn at any time, by emailing us, and we shall have thirty (30) days to comply.

19. CONFLICT

If there is an inconsistency between any of the provisions in the Order and the main body of these Terms, the provisions in these Terms shall prevail to the extent of such inconsistency, unless expressly provided otherwise in the Order.

20. VARIATION

- 20.1 Subject to clause 20.2, no variation of any of the detail set out on any Order (excluding these Terms) shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 20.2 We may update these Terms at any time by notice in writing to you (which includes notice on the Platform and/or our website) to the extent that any such update does not affect:
- 20.2.1 the price you pay for your Services;
 - 20.2.2 the term of your Contract; or
 - 20.2.3 any other specific term set out exclusively on the Order.
- 20.3 You accept that it is your responsibility to regularly review any new releases of these Terms that we make available to you. Your continued use of our Services indicates your acceptance of any updates to our Terms. If you object to any such update to our Terms, you will have the right to terminate the Contract within 30 days of the Terms being updated by giving to us 30 days' notice in writing.

21. WAIVER

- 21.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 21.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

22. RIGHTS AND REMEDIES

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

23. SEVERANCE

- 23.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- 23.2 If any provision or part-provision of the Contract is deemed deleted under clause 23.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

24. DENIAL OF SERVICE ATTACKS

24.1 If the Platform, or your use of, the Platform:

24.1.1 is being subjected to denial-of-service attacks or other disruptive activity;

24.1.2 is being used to engage in denial-of-service attacks or other disruptive activity;

24.1.3 is creating a security vulnerability for the Services or for others;

24.1.4 is consuming excessive bandwidth or storage; or

24.1.5 is causing harm to us or others,

then we may, by email or telephone notice to you, terminate the Contract or suspend all or any access to the Platform, Services and Documentation.

24.2 Should we elect to suspend all or any access to the Platform, Services and Documentation rather than terminate the Contract, we will make commercially reasonable efforts to limit the suspension to the affected portion of the Platform or Services as applicable, and you and we shall make reasonable efforts to promptly resolve the issues giving rise to the suspension of the Platform, Services and Documentation.

25. ENTIRE AGREEMENT

25.1 These Terms together with the Order, the Product Catalogue, and the Data Processing Agreement, and, if applicable, the Campus Terms and Conditions, constitute the entire agreement between the parties which makes the Contract and supersede and extinguish all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

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

25.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

25.4 Nothing in this clause shall limit or exclude any liability for fraud.

26. ASSIGNMENT

26.1 You shall not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract.

26.2 In the event that you wish to grant to your affiliates (which include your advertising agency or designers) access to the Platform, the Services, and Documentation you must first seek our written consent. You hereby acknowledge and agree that notwithstanding our consent, you shall remain primarily liable to us for the affiliates' compliance with the terms of such Contract(s).

26.3 We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Contract.

27. NO PARTNERSHIP OR AGENCY

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

28. THIRD PARTY RIGHTS

Nothing in the Contract shall give rise to any rights to third parties to enforce any provision set out in it.

29. COUNTERPARTS

29.1 The Order may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

29.2 Transmission of the executed signature page of a counterpart of the Order by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of the Order.

29.3 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

30. NOTICES

30.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Order.

30.2 Any notice or communication shall be deemed to have been received:

30.2.1 if delivered by hand, at the time the notice is left at the proper address;

30.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 09:00 am on the second Business Day after posting; or

30.2.3 if sent by email at the time of transmission, or, if this time falls outside Normal Business Hours in the place of receipt, when Normal Business Hours resume, and so long as receipt has been confirmed electronically or otherwise.

30.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

31. GOVERNING LAW

The Contract and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with:

For customers located within the United States: The internal and substantive laws of the State of Illinois, U.S.A.

For customers located in any other part of the world: The laws of England and Wales.

32. JURISDICTION

Each party irrevocably agrees that:

For customers located within the United States: The Federal and state courts located in the Northern District of Illinois shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

For customers located in any other part of the world: The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).