



Pearson Online School Services:
Virtual Learning Programmes
Agreement

Terms and Conditions

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1. DEFINED TERMS AND INTERPRETATION

1.1 These Terms and Conditions together with the Term Sheet form the agreement between the parties (the "Agreement"). Each successive Term Sheet signed by the parties will be treated as a separate agreement.

1.2 In this Agreement words and phrases have the meaning given to them in the Term Sheet and this clause 1.2:

a) "Academic Year" shall mean the school year as defined by the School Calendar under which Customer operates, not including any portion of the year allocated to "summer school" or any similar period, however designated, unless stated otherwise in the Term Sheet.

b) "Acceptable Use Policy" means that certain policy governing the use of Pearson electronic resources, including software, hardware devices and network systems, the most current version of which can be found at <https://www.pearson.com/us/prek-12/products-services-teaching/online-blended-learning-solutions/connections-learning/computer-hardware-software-policy.html>, or such other URL as Pearson or its Affiliates may designate from time to time.

c) "Administrative Staff" means any and all individuals employed by or otherwise providing services for or on behalf of Pearson or Customer.

d) "Affiliate" means any company within the direct or indirect ownership or control of a party's ultimate parent company. In the case of Pearson the ultimate parent company is Pearson plc and Pearson plc and its Affiliates are the "Pearson Group";

e) "Authorised Users" shall mean the Students, Caretakers, Success Coaches, Teachers, Instructional Aides, Administrative Staff, and Mentors who are authorised to access the Pearson LMS, the Content via the Customer LMS and Courses pursuant to this Agreement.

f) "Caretaker" shall mean a parent or legal guardian of the Student or another adult specifically designated by the Student's parent or legal guardian, or the Student if over the age of 18.

g) "Certified" when used with respect to Pearson Teachers, shall mean that such teachers have qualified teacher status in England or Wales or an equivalent teaching qualification.

h) "Confidential Information" shall mean proprietary business, technical and financial information of each of the Parties, including for example and without limitation,

each Party's respective information concerning: (a) business strategy and operations such as business plans, methods, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing Party; (b) product development such as product designs and concepts; (c) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (d) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organisation charts and personnel data; (e) educational content, curricula, teaching outlines, lesson plans, testing processes and procedures; (f) Student Records and other Student-related or Caretaker-related personal information; (g) the terms of the Agreement; (h) login and password information for the Pearson LMS or Customer LMS; (i) technical information such as development methods, computer software, research, inventions, the design and operation of the Pearson LMS or Customer LMS; and (j) other similar non-public information that is furnished, disclosed or transmitted to the receiving Party or to which the receiving Party is otherwise given access by the disclosing Party, orally, in written form, in any type of storage medium, or otherwise. Confidential Information, in whatever form provided, shall remain the exclusive property of the disclosing Party at all times, and the Parties hereby acknowledge and agree that all such Confidential Information of a Party are its trade secrets. Except as specifically provided for herein, nothing contained in the Agreement or herein shall be construed as granting or conferring any rights in any Confidential Information disclosed to the receiving Party, by license or otherwise.

- i) "Content" means the components of a Course and/or SDR licensed, designed, developed, owned or provided by Pearson and its third party content partners and delivered in an online format through either the Pearson LMS or Customer LMS or in an offline format (textbooks and other materials) to teach Students in various subjects in grades K-12 and/or to deliver resources in connection with the Services. Content may include courseware, data, documentation, text, audio, video, graphics, animation, drawings, programming, icons, images, pictures, charts, and, in the case of Courses delivered via the Pearson LMS, tutorials and LiveLesson® sessions. Pearson reserves the right to add Content, withdraw Content, modify and/or offer substitute Content, in its sole discretion.
- j) "Course" means a programme of instruction provided by Pearson, which includes Content accessed through the Pearson LMS or Customer LMS via PublishAnywhere

and may include support from Pearson Teachers and/or Instructional Aides, as specified in the Term Sheet.

- k) "controller", "data subject", "personal data", "processor" and "processing" all have the meaning given under the Data Protection Laws;
- l) "Customer" means the school or organisation to which services are provided by Pearson pursuant this Agreement.
- m) "Customer branded version of Pearson LMS" means the Pearson LMS with the Customer's branding applied by Pearson for the Customer to use the services pursuant this Agreement.
- n) "Customer LMS" means their own LMS or a third party LMS for accessing services pursuant this Agreement.
- o) "Customer Personal Data" means personal data processed by Pearson as a processor or sub-processor for and on behalf of Customer;
- p) "Data Protection Laws" means: i. prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data; and ii. on and after 25 May 2018, the GDPR (as defined below), iii. including implementing and supplemental legislation; f) "GDPR" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
- q) "Derivative Works" include any translation, editorial revision, annotation, elaboration, or other modification, correction, addition, enhancement, extension, condensation, upgrade, improvement, compilation, abridgement or other form in which the Content may be recast, transformed or adapted, including but not limited to all forms in which such Derivative Works may or may not infringe any of the copyrights in the Content.
- r) "Educational Products and Services" means the educational products and/or services to be provided by Pearson to Customer pursuant to this Agreement.
- s) "Education Programme" means such Pearson-provided virtual education products, including Pearson LMS and any successor technology platform, and associated support services as are identified in the Term Sheet.

- t) "Enrolment Leads" shall mean the Caretaker names, contact information, demographic and other information developed and collected through Pearson marketing efforts (including but not limited to Public Information Campaigns defined herein) at any time before, during or after the Term, including leads, developed and collected through radio, online and television advertisements, online and in person information sessions, any Pearson website, surveys and petition gathering efforts, and other marketing activities performed on behalf of Pearson and/or the Customer;
- u) "GDPR" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
- v) "LMS" means the website or Learning Management System.
- w) "Instructional Aides" means any and all individuals who are involved in supporting, facilitating or assisting in the provision of instruction, assessment and/or other Services to Students. Instructional Aides may include Tutors if the Term Sheet identifies that Pearson is providing tutoring services.
- x) "Instructional Services" means the provision of Pearson Teachers or other professionals necessary to fully deliver the Education Programme to Students. Teachers shall have qualified teacher status in England or Wales or an equivalent teaching qualification and experience in teaching the subject-matter. Teacher responsibilities shall include integrating state-of-the-art instructional tools and the Content to engage and instruct Students; creating individualised lesson plans and instruction; providing engaging real-time instruction and one-on-one support via LiveLesson® sessions, phone and e-Mail; and tracking Student progress.

"Intellectual Property" means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognised in any country or jurisdiction worldwide, now or in the future, including but not limited to, moral rights, industrial design rights and similar rights, and shall in all cases include Enrolment Leads, data and materials and other related collateral developed by Pearson, regardless of whether such data, materials and collateral are developed specifically for the Customer.

- y) "Pearson LMS" means Pearson Connexus®" or "Connexus®" with the URL <http://www.connexus.com>, or such other URL as Pearson or its Affiliates may designate from time to time, through which Authorised Users access Pearson Content via a secure, password protected website. The features and functions of this LMS may be modified and/or updated from time to time by Pearson. Access to

this LMS is governed by the Terms of Use located at <https://support.ems.connexus.com/hc/en-us/articles/115004881953-Terms-of-Use> and defined herein. "Pearson Online Academy" or "POA" means the Pearson Online Academy UK, an online private school operated by Pearson.

- z) "Privacy Policy" means that certain statement of Pearson's practices for handling personally identifiable and non-personally identifiable information gathered by Pearson through the Pearson LMS or any website maintained by Pearson from time to time. Pearson's Privacy Policy is accessible from the log-in page of the Pearson LMS.
- aa) "Related Services" shall mean services related to the provision of speech therapy, occupational therapy, physical therapy, counselling, social skill development, psych-educational evaluations, closed captioning, sign language interpreting, transition and job coaching, academic support for the vision and hearing impaired, adapted physical education, assistive technology, and other services of a similar nature.
- bb) "School" means a Customer-sponsored virtual academic programme.
- cc) "School Calendar" shall be the days when Services under this Agreement will be delivered to Students. Pearson will provide Services on those days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under any applicable law. The School Calendar for each Academic Year shall be as approved by Customer and Pearson taking into account all reasonable comments and suggestion by Pearson and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.
- dd) "School Handbook" shall mean the set of policies, rules and guidelines that are to be followed by Students, Instructional Aides and Mentors.
- ee) "SDR" means Service Delivery Resource and relates to any tools, instructions, assessments or other support materials used in the delivery of Services, either through the Pearson LMS or otherwise.
- ff) "Security Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Customer Personal Data. Security Incidents do not include unsuccessful attempts or activities that do not compromise the security of encrypted Customer Personal Data;

- gg) “Services” means any service provided by Pearson to Students, including therapeutic or educational services, under the terms of the Agreement between Customer and Pearson.
- hh) “Schedule” means each of the schedules to these Terms and Conditions. The Term Sheet indicates which of the schedules apply to and are incorporated in this Agreement.
- ii) “Special Education Services” shall mean all necessary special education programmes and services, including the development and implementation of individualised education plans, ESOL plans, gifted education plans, handling administrative proceedings and specialised services, submitting any required reports, applying for and administering supplemental funding, providing other Related Services and all other administrative services associated with the delivery of services to Special Educational Needs Students.
- jj) “Special Educational Needs Students” shall mean Students (as hereinafter defined) with a disability who require specially designed instruction, accommodations and/or modifications to meet such Student’s unique needs.
- kk) “Student” means any person who is enrolled in one or more Courses under the terms of the Agreement.
- ll) “Student Records” shall mean any educational records which Customer is required to retain in accordance with applicable law.
- mm) “Success Coach” shall mean a Caretaker of the Student or another adult specifically designated by the Student’s Caretaker, or the Student where over the age of 18, who will be responsible for all of the non-instructional aspects of the Student’s virtual learning programme that contribute to a Student’s success, including but not limited to monitoring Student attendance, monitoring Student progress, encouraging Students to complete assignments and turn in work, communicating with Caretakers in situations where the Success Coach and Caretaker are not one and the same person, and notifying Teachers when Students are struggling or experience academic or personal issues that might inhibit academic achievement. Additionally, Success Coaches may be responsible for receiving materials from Pearson and distributing them to their Students.
- nn) “Teacher” means any and all educators (including Pearson Teachers) involved in providing instruction, assessment and/or other educational support of Students pursuant to the terms of the Agreement.

- oo) "Term Sheet" means a term sheet executed by Pearson and Customer which incorporates these Terms and Conditions.
 - pp) "Terms of Use" means certain rules governing how Authorised Users may and may not use the Pearson LMS and any Content accessible through Pearson LMS or Customer LMS. The Terms of Use are accessible from the log-in page for the Pearson LMS.
 - qq) "Tutors" means individuals employed or contracted by Pearson to provide tutoring services with respect to one or more Courses. Tutors may or may not hold teaching credentials.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
 - 1.4 A reference to writing or written includes email.
 - 1.5 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.
 - 1.6 References to clauses and Schedules are to the clauses and Schedules of this Agreement; references to paragraphs are to paragraphs of the relevant Schedule.
 - 1.7 The headings in this Agreement will not affect its interpretation.

2. PROVISION OF SERVICES

- 2.1 Pearson shall deliver to Customer the Education Programme as outlined in this Agreement. Customer will provide all other resources, materials, products and services and take all other actions required for the establishment and operation of Customer's School, in accordance with Customer's policies.
- 2.2 The Customer acknowledges that each Student (or each household as applicable) shall be required to have access to the Internet for a sufficient amount of time to complete the Education Programme (including assignments, online communication and collaboration, research and access to supplemental online resources). Customer shall advise Students that high-speed access will provide for optimal participation.

3. GRANT OF RIGHTS AND RESTRICTIONS.

3.1 License.

Pursuant to this Agreement, Pearson hereby grants to Customer a non-exclusive, non-transferable, royalty-free, limited license during the Term for Authorised Users to access and use the Pearson LMS and/or the Content contained therein via the Customer LMS in connection with the receipt of Educational Products and Services under the Agreement, subject to compliance by the Customer with this Agreement and compliance by the Customer and Authorised Users with the Terms of Use. Pearson may update the features and functions of the Pearson LMS or Customer branded version of Pearson LMS from time to time. Any right to use Content shall be solely for the applicable Courses for which a Student is enrolled.

3.2 Permitted and Prohibited Uses.

All rights not expressly granted to Customer and Authorised Users under this Agreement are reserved to Pearson, and any uses of the Pearson LMS or use any Content by Customer and Authorised Users via the Customer LMS not expressly permitted in this Agreement are strictly prohibited.

Specifically, Customer will not, and will not permit Authorised Users, Customer's employees or agents or any third party to: (i) access the Pearson LMS or access Content via the Customer LMS except in connection with Courses for which a Student is enrolled; (ii) use Content except in strict compliance with the Agreement and the Terms of Use; (iii) copy, reproduce, modify, alter, transfer, transmit, perform, publish, display, sub-license, distribute, circulate, provide access to, rent, or create Derivative Works from the Content or any portion thereof, except as specifically permitted by the Agreement and the Terms of Use; (iv) decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organisation) of the Content present on the Customer LMS or the Pearson LMS; (v) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of the Pearson LMS or the Content present on the Customer LMS; (vi) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the control or security systems of the Pearson LMS or the Content present on the Customer LMS, nor allow or assist a third party to do so; (vii) use the Content in a manner that disparages the Pearson LMS, the Content present on the Customer LMS, Pearson or its content providers, or in any manner that Pearson may, in its sole discretion, deem inappropriate; or (viii) disclose Log-In Information (as defined in clause 3.4 below) or permit access to the Pearson LMS and/or the Content present on the Customer LMS by unauthorised persons using an Authorised User's Log-In Information.

3.3 Usage Guidelines and Rules of Conduct.

The Customer (including its employees and agents) and Authorised Users may use the Pearson LMS and/or the Content via the Customer LMS for bona fide educational and other contracted-for purposes only. Customer will comply and assure compliance by its employees, agents and the Authorised Users with this Agreement, Terms of Use, Privacy Policy, Acceptable Use Policy, School Handbook and other applicable Pearson policies, as updated from time to time by Pearson in its sole discretion. Customer acknowledges that Pearson may also institute basic rules for academic and personal conduct for Authorised Users' use of the Content via the Customer LMS and the Pearson LMS, and that Pearson will enforce those rules in its sole discretion, including recommending to Customer the termination of access for Authorised Users in the event of their failure to adhere to those rules. Included in the rules of conduct shall be prohibitions against any Authorised User's attempt to make inappropriate communication or contact with any other Authorised Users through the Pearson LMS, as well as, hacking, viral infection, or other technical attempts to gain unauthorised access to or cause damage to the Pearson LMS. Customer shall immediately provide Pearson with written notice of any unauthorised use or distribution of the Content accessed via the Customer LMS of which Customer becomes aware and shall take all necessary steps to ensure that such unauthorised use or distribution is terminated.

3.4 Security and Use of Passwords.

Each Authorised User will have a username and password for the purpose of accessing the Pearson LMS (the "Log-In Information"). Where the Authorised User is accessing Content via the Customer LMS, Pearson does not maintain or manage user enrolment once the content provision is complete, the Customer has responsibility for creating and maintaining Log-In Information within the Customer LMS. Customer and its Authorised Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned Authorised User. Customer and its Authorised Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Pearson LMS and/or access to the Content via the Customer LMS by unauthorised persons using an Authorised User's Log-In Information. Unauthorised access to or use of the Pearson LMS and/or the Content present on the Customer LMS by someone using an Authorised User's Log-In information may be attributed to such Authorised User.

3.5 Availability and Support.

Pearson does not guarantee availability of the Pearson LMS 24 hours per day, 7 days per week. Unless other support terms are specified by Pearson from time to time, Pearson agrees

to provide front-end Pearson LMS support Monday through Friday between (1:00 a.m. to 5:00 p.m UK), excluding holidays. Pearson will respond to general support issues within one (1) business day, after which they will be escalated as may be specified by Pearson from time to time. The contact for escalation of support issues will be as designated by Pearson.

3.6 Communications from Pearson.

Customer acknowledges and agrees that Pearson may periodically contact Authorised Users in relation to Pearson carrying out its obligations set forth in this Agreement. Unless prohibited by law, the Customer specifically consents to such communications being delivered to Caretakers and Students via the Pearson LMS WebMail portal and message boards, personal email or cell phone via text messaging to the extent such information is available, and direct mail. Except as identified herein Pearson will not deliver communications to Students that constitute targeted advertising based on personally identifiable information from Student Records. Telephonic communications shall be limited to School related communications of an immediate nature that impact a Student's access to the Education Programme or are related to the Students' academic participation and/or academic achievement. By accessing the Licensed Collateral, the Customer and Authorised Users will be deemed to have consented to receive such communications.

4. PEARSON RESPONSIBILITIES

4.1 Education Programme.

Pearson shall provide access to the following Education Programme licences, products and services ("Educational Products and Services"), including a robust curriculum that combines proven and rigorous educational content and materials with the best in technology-enhanced learning such that a significant portion of the curriculum is delivered through the internet and other electronic means (the "Curriculum"). The Curriculum is updated regularly, based on a rigorous analysis of student performance, and Pearson will continue to modify or change the curriculum as required. The Curriculum includes:

- a) Pearson Courses, provided through Pearson Online Academy, and augmented by Pearson-provided Instructional Services ("Courses"). Courses may be modified from time to time and may be subject to the relevant approval processes before they can be made available for Student enrolment.
- b) in accordance with the licence terms set forth herein, a licence to use all required curricular and instructional materials that are part of Pearson's standard digital offering, including: textbooks; ancillary materials such as workbooks, kits, and texts;

and other instructional resources (collectively “Instructional Materials”). Instructional Materials are delivered in a digital format.

4.2 LMS Access.

Where Pearson LMS is used to deliver the Education Programme, Pearson shall provide:

- a) in accordance with the licence terms set out in this Agreement, a licence for the duration of the Term to access the Pearson LMS, for purposes of utilising the Education Programme as set out in this Agreement, including providing web-based access from non-school sites to the Education Programme by Students, Caretakers of Students, Customer Administrator, and other Customer designees.
- b) Pearson Access to other technologies, including those offered through the Pearson LMS, lesson scheduling tools, accountability tools, e-mail system, video and audio streaming, and the ability to track Student progress.

4.3 PublishAnywhere

Where the Customer will be using Customer LMS instead of Pearson LMS, the Education Programme will be delivered via LTI and Thin Commons Cartridge the PublishAnywhere feature of Pearson LMS. In this instance Pearson shall provide:

- a) in accordance with the licence terms set out in this Agreement, provide a licence for the duration of the Term to access the Education Programme in the Customer LMS, with Content mirrored from Pearson LMS via the PublishAnywhere feature. This is for purposes of utilising the Education Programme as set out in this Agreement, including providing web-based access from non-school sites to the Education Programme by Students, Caretakers of Students, Customer Administrator, and other Customer designees.

For avoidance of doubt, Pearson solely provides the Education Programme through the PublishAnywhere feature, and does not assume responsibility for further enhancements, enabling features, additional capability and/or platform development. Content provided via PublishAnywhere Thin Common Cartridge follows the IMS Common Cartridge IMSCC standards.

4.4 Pearson Teachers.

Where Instructional Services are purchased with an Educational Programme, Pearson Teachers will:

- a) Have qualified teacher status in England or Wales, or an equivalent teaching qualification. Will have successfully completed safeguarding training and specialist training in online delivery from Pearson's own catalogue. The following background checks will be passed by all Pearson teachers:
 - a. Candidate identity.
 - b. Right to work in the country in which they reside.
 - c. Qualifications check.
 - d. Confirmation of QTS (for teachers based in England and Wales) or an equivalent teaching qualification
 - e. Two references, including present or last employer.
 - f. Enhanced DBS with barred list check, or similar if they are, or have been, based overseas.
 - g. Prohibition, sanctions, and restrictions from teaching check
- b) Conduct live lessons at 2 or more times between the hours of 7am and 4pm GMT/BST for each subject, such times to be scheduled at Pearson's discretion, in the following quantities:
 - a. one 40 minute lesson per week for International GCSE subjects.
 - b. two 50 minute lessons per week for all International A level subjects.

Term dates and lengths will match those of Pearson Online Academy, unless specifically stated otherwise in the Term Sheet. Term dates for Pearson Online Academy can be found at: <https://ukglobal.pearsononlineacademy.com/news-and-events/term-dates>

Data retention and data sharing is a matter to determine in their capacity as Data Controllers. However, as a default all live lessons will be recorded for safeguarding purposes for 2 years. Unless the Customer's safeguarding lead determines otherwise, recordings will be deleted 2 years from the date of recording. That default can be amended by the Customer through written request to Pearson. If Customers wish to make any other use of the recordings, for example to share them with pupils who

missed lessons, they can elect to do so in accordance with their own privacy policies and applicable law.

- c. Mark all homework and internal assessments completed by the Students in a timely manner, as part of the Education Programme. For the sake of clarity, this does not include any externally marked examinations.
- d. Regularly review Student progress and adapt live lessons to fit the needs of the class.
- e. Provide additional live support time (“Office Hours”) where extra support is provided 1-2-1 or in small groups, on specific areas. The Office Hours available to each Student may be capped by Pearson at 4x15 minute slots per subject per term.
- f. Host virtual parents’ evenings. A slot of at least 5 minutes will be provided on a termly basis for Caretakers to book with each of the Student’s subject Teachers.
- g. Provide termly reports to Caretakers summarising each Student’s progress.
 - h. Appoint a Designated Safeguarding Lead within its online school staff to receive safeguarding concerns raised by Students, Pearson Teachers or other staff. Concerns will be handled in accordance with Pearson’s Safeguarding Policy for Online School Services.

4.5 Complaints.

Pearson shall promptly investigate any concerns or complaints raised by the Customer, involving the performance of any Pearson personnel providing support services, including Instructional Support to the School.

4.6 Student Records Support

Pearson shall maintain the confidentiality of all Students’ records in compliance with applicable laws, and pursuant to the confidentiality provisions of this Agreement. All Student Record information shall remain the responsibility and the property of the Customer, and Customer is responsible for retrieving such information via the Pearson LMS during the Term. To the extent permitted by law, Pearson may retain a copy of such records subject to the confidentiality provisions of this Agreement.

4.7 Programme Management.

Pearson shall provide a programme liaison (“Customer Success Manager”) who shall be the point of contact for the individual designated by the Customer as the Customer-designated Administrator(s) (described below). The Customer Success Manager shall respond to Customer inquiries and support student achievement in the Education Products through ensuring smooth programme start; championing fidelity of implementation; providing consultative support related to effective online programme implementation, support schools in implementing best practices for monitoring data and identifying performance trends, and by acting as Pearson’s liaison for the Customer.

4.8 Training and Professional Development.

Prior to the programme start, Pearson shall provide online training on use of the Pearson LMS to the Customer Administrator (as defined in clause 5.2 below).

4.9 Additional Services.

Pearson shall provide:

- a) Technical support through on-line help and live phone support via Pearson’s Support Services to Authorised Users as follows: School Support services Monday-Friday 1:00am to 5:00pm (GMT), excluding Pearson’s designated holidays. Students must have access to a computer that meets the minimum system requirements set forth at <https://www.connexus.com/public/systemRequirements.html>. Pearson shall provide these Students with initial technical support to assist in determining if Students have the minimum requirements necessary to participate in the Education Programme, and limited ongoing technical support on an as-needed basis for the Students’ use of the Pearson LMS;
- b) online tutorials (recorded) to Students and Caretakers on the Education Programme, use of the Pearson LMS, various Pearson policies and procedures, and other technology to support Student learning as appropriate;
- c) virtual set-up of School. Subject to the minimum requirements set out in the relevant Schedule, Pearson will create a Customer branded version of Pearson LMS. In order to complete this site set-up, Customer must provide the information required by Pearson to set up Customer’s school site;
- d) Tutors where tutoring services are specified in the Term Sheet; and
- e) any other training and/or services as may specified in the Term Sheet.

5. CUSTOMER RESPONSIBILITIES

5.1 Compliance with Laws.

In using the Pearson LMS, Customer agrees to comply with all applicable privacy laws, including, but not limited to any laws and regulations regulating the use of Student information. Customer further agrees to limit access by its employees and agents to educational records containing personally identifiable information to solely those of its employees and agents who have a legitimate educational interest for such information. By designating an individual as authorised to have Pearson LMS access to educational records and other student related information, Customer represents such access is in compliance with all such applicable privacy laws.

5.2 Management of the School.

The Customer, or Customer's designee, shall be responsible for the day-to-day management of the School and shall perform any responsibility not explicitly delegated to Pearson under the terms of this Agreement, including, but not limited to:

- a) Examinations. Customer is responsible for all examination and standardised test administration, including but not limited to Pearson Edexcel examinations. The Customer will find suitable Pearson Edexcel approved locations for sitting any Pearson Edexcel examinations they have studied for through the platform.
- b) Counselling and Special Education Services. Deliver all counselling and Special Education Services, including but not limited to identifying Students who are Special Educational Needs Students and providing said students with any necessary specially designed instruction, accommodations and/or modifications, including assistive technology, or non-standard materials.
- c) Course Placement. Complete course placement changes for enrolled students.
- d) Reporting. File all information directly with the applicable local authorities, associated with the operation of the School, as required by any applicable local law. Pearson will support the Customer in the preparation of such reports, utilising information provided by Customer. With regard to the Customer's reporting responsibilities, the Customer shall timely inform Pearson of the information that is required to comply with any reporting obligation, including any required format or means of delivery (for example, Student Record fields and the required electronic

format suitable for transferring such information in the Customer's or other regulatory authorities' records) at least thirty (30) days prior to any due date.

- e) Student Data Transfer/Access Requests. To the extent the Customer requests Pearson to provide any Customer employee or third-party contractor with access to Student personally identifiable information, or to transfer such Student personally identifiable information outside of the Pearson LMS to a third party, the Customer is responsible for determining that such request for access or transfer is compliant with applicable local or Customer policies and procedures, as well as the applicable law, and for informing Pearson of any restrictions Pearson must follow in providing such requested access or transfer. The Customer shall hold Pearson harmless and indemnify Pearson for such access or transfer.
- f) Customer Administrator. The Customer shall designate and employ one or more Customer Administrator(s) and shall provide the names of such Customer Administrator(s) to Pearson in writing. The Customer Administrator(s) shall be responsible for: (a) identifying all individuals authorised to have access to Customer and/or Student information; and (b) granting such access. All grants of access are determined by the Customer, and may be customised, including, but not limited to, the following categories of access: Customer Administrator, Customer staff; Customer Teacher; Student; or Caretaker. In addition, the Customer Administrator(s) will provide information to Customer's prospective families and address concerns about Students, including those raised by Teachers or other parties.
- g) Modifications to Content. It is the responsibility of the Pearson Teacher, as the trained content expert, to deliver the educational content in the way that teacher deems appropriate. To the extent a Customer modifies Content (including but not limited to course content, assessments, and grade weighting), the Customer holds Pearson harmless and assumes all responsibility for such modifications. Further, the Pearson Teacher may choose to discuss or protest such modification, and Pearson reserves the right to withdraw its Teacher as teacher of record in response to the Customer's modifications, if Pearson deems that appropriate. The ultimate responsibility for any unauthorised modification lies with the Customer.
- h) Safeguarding. The Customer shall appoint a Designated Safeguarding Lead who will handle any safeguarding concerns related to the welfare of Students enrolled by the Customer, in accordance with Pearson's Safeguarding Policy for online school services.

6. FEES AND PAYMENT

- 6.1 In consideration for the Educational Products and Services provided by Pearson to the Customer during the Term, the Customer shall pay to Pearson the sums set out in the Term Sheet.
- 6.2 Pearson shall invoice the Customer for any fees incurred during the Term and the Customer shall pay the fees together with any VAT, GST or other applicable sales or similar tax due at the appropriate rate. Invoices are payable within 30 days of the date of the invoice.
- 6.3 Any right of set-off, deduction or withholding is expressly excluded and all sums due from Customer shall be paid by the Customer to Pearson free from any deductions, withholdings or set off of any kind.
- 6.4 Pearson may suspend access to all or part of the Pearson LMS and/or the Content available on the Customer LMS and/or terminate the Education Programme if the Customer is late with its payments.
- 6.5 Pearson may charge the Customer interest on overdue sums at the rate of four per cent (4%) per annum above the prevailing rate of HSBC Bank plc from the relevant due date until the date payment is made.
- 6.6 Any right of set off, deduction or withholding is hereby expressly excluded and all sums due from the Customer shall be paid by the Customer to Pearson free from any deductions, withholdings or set off of any kind.

7. AUDIT

Pearson will have the right, with ten (10) days prior notice, to audit Customer's use of the Pearson LMS and/or the use of Content available on the Customer LMS at Customer's location(s). If any audit determines that the Customer has not complied with the terms of the applicable agreement, Customer will promptly pay Pearson any amount that is due. Customer will also reimburse Pearson for its cost in conducting the audit, in the event the audit determines a shortfall over five percent (5%), in the amount paid to Pearson.

8. ACADEMIC INTEGRITY

All questions, issues, conflicts, or concerns relating to academic integrity and performance will be discussed collaboratively between Pearson and Customer. Pearson reserves the right

to make determinations as to whether to (a) advance a Student up a year group or from Course level to Course level, or (b) terminate the enrolment of a Student due to inadequate participation or academic performance.

9. TERM AND TERMINATION

9.1 ***Term.***

This Agreement will commence upon execution of the Term Sheet by both Parties and shall expire on the last course end date specified in the Term Sheet.

9.2 ***Termination for convenience.***

Either Party may terminate this Agreement in accordance with the provisions included in the relevant Schedule.

9.3 ***Termination for cause.***

Either Party may terminate this Agreement immediately by written notice to the other Party, if:

- (a) the other Party is in material breach of the Agreement and the default is incapable of being remedied; or
- (b) the other Party is in material breach of the Agreement and has failed to remedy the default within sixty (60) Business Days of receiving a notice of default from the other Party; or
- (c) the other Party takes steps towards or commences proceedings for its winding up, dissolution or liquidation, becomes bankrupt or insolvent, or has a receiver or liquidator or other like person appointed for part or all of the Party's assets or business.
- (d) the Customer is no longer certified to be operational pursuant to any applicable law.
- (e) Pearson ceases to offer the Educational Services, the Content and Products or, due to regulatory or legal concerns, is no longer able to offer the Educational Services, the Content and Products to Students in the Customer's territory;

- (f) any act or omission by or on behalf of the Customer or any of its officers, employees, agents or subcontractors damages or, in the reasonable opinion of Pearson, is likely to damage the reputation of Pearson;
- (g) at any time it is unlawful for either Party to perform any of its obligations under this Agreement;
- (h) the payments to which Pearson is entitled under this Agreement are materially reduced as a result of a change in funding provided to the Customer or applicable laws or regulations impose requirements that are materially different from those previously provided under this Agreement and Pearson is unwilling or unable to make the required changes. Termination under this provision may only take effect at the end of the Academic Year in which such notice is given.

10. CONSEQUENCES OF TERMINATION

- 10.1 In the event the Agreement is terminated by either Pearson or Customer for any reason: (i) each Party shall promptly (not later than ten (10) days after the effective date of termination) return to the other Party all Confidential Information, Intellectual Property and material of any type belonging to the other Party, including but not limited to, electronic versions, hard copies and reproductions and shall not retain copies of any such Intellectual Property or material except as may be expressly permitted in the Agreement or required by applicable law, and all electronic copies shall be permanently removed from all electronic data storage devices; (ii) all access by Customer and its Authorised Users to the Pearson LMS, Content, Courses and any other Educational Products and Services contracted for under this Agreement shall be discontinued; (iii) each Party shall cease the use of the other Party's trade name, trademarks, copyrights and any other form of Intellectual Property rights; and (iv) Customer shall pay Pearson all amounts due under the Agreement earlier of their due dates or thirty (30) days after the effective date of termination. Termination of the Agreement shall not relieve the Parties of any applicable obligation or liability under the Agreement, nor shall it affect or impair the rights of a Party arising prior to such termination.
- 10.2 All accrued payment obligations under the Agreement, any remedies for breach of the Agreement, and the following clauses will survive any expiration or termination of the Agreement: clause 6 (Fees and Payment), clause 7 (Audit), clause 10 (Consequences of Termination), clause 12 (Confidentiality), clause 13 (Intellectual Property), clause 14 (Customer Representations and Warranties), clause 15 (Pearson Warranty and

Disclaimer), clause 16 (Indemnification), clause 17 (Limitation of Liability), and clause 20 (General Provisions).

11. DATA PROTECTION

11.1 Processing Instructions.

- a) Subject to clause 11.1(b), the Parties acknowledge and agree that: (i) for the purposes of this Agreement and as between them, the Customer is, or shall be regarded as a controller of Customer Personal Data and Pearson is, or shall be regarded as, a processor of Customer Personal Data; and (ii) Customer will comply with its obligations as a controller under the Data Protection Laws and Pearson will comply with its obligations as a processor set out in this Agreement.
- b) If Customer is a processor, Customer warrants to Pearson that Customer's instructions and actions with respect to Customer Personal Data, including its appointment of Pearson as another processor, have been authorised by the relevant controller.
- c) Customer instructs Pearson and Pearson agrees to process the Customer Personal Data in order to supply products and services as set out in this Agreement.

11.2 Confidentiality of processing

Pearson shall ensure that all persons it authorises to process Customer Personal Data are subject to a duty of confidentiality (whether a contractual duty or a statutory duty); and process Customer Personal Data only as set out in this Agreement.

11.3 Data Subject rights

- a) Pearson shall provide reasonable assistance to Customer (at Customer's expense) to enable Customer to respond to:
 - (a) any request relating to Customer Personal Data from a data subject to exercise any of its rights under Data Protection Laws;

- (b) any other correspondence, enquiry or complaint received from a data subject or regulator in connection with the processing of Customer Personal Data by Pearson.

In providing assistance under this clause, Pearson will not assess the contents of Customer Personal Data in order to identify information subject to any specific legal requirements.

- b) If any such request, correspondence, enquiry or complaint is made directly to Pearson, Pearson will advise the person making the request to submit their request to Customer and Customer will be responsible for responding to any such request.
- c) Pearson shall not disclose any Customer Personal Data in response to a request for access or disclosure from any third party without Customer's prior written consent, save where compelled to do so in accordance with applicable law or as otherwise allowed under this Agreement.

11.4 Data protection impact assessments.

If requested by Customer, Pearson shall provide Customer, at Customer's expense, with reasonable assistance in order for Customer to (i) conduct a data protection impact assessment and, (ii) if necessary, consult with its relevant data protection authority.

11.5 Notification of Information to the Data Protection Authorities.

Customer will provide Pearson with the name and contact details of the Customer's local representative and/or data protection officer and will ensure that such information is kept accurate and up to date. Where requested by the regulatory authorities, Pearson is entitled to provide this information to them.

11.6 Security.

- a) Pearson shall put in place and maintain an information security program reasonably appropriate for the Customer Personal Data, which shall include implementing and maintaining all appropriate technical, security and organisational measures to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access.

- b) Pearson shall notify Customer of any Security Incident that it becomes aware of without undue delay. All such notifications should be made in accordance with the notice provisions set out in this Agreement or at Pearson's discretion by a phone call or email to the Customer representative that Pearson regularly liaises with.
- c) Pearson shall take reasonable steps to remedy or mitigate the effects of Security Incidents.
- d) Pearson shall cooperate with the Customer and provide the Customer with reasonable assistance and information:
 - (a) in the investigation of a Security Incident; and
 - (b) in relation to any notifications of a Security Incident Customer makes to a regulator.
- e) All costs associated with managing a Security Incident and fulfilling its obligations shall be borne by Customer where the Security Incident occurs as a result of Customer failing to perform its obligations under this Agreement or Customer's authorised users failing to comply with the products or services' terms of use.
- f) Customer is solely responsible for its compliance with any incident notification laws in relation to Customer Personal Data and fulfilling any third party notification obligations related to Security Incidents.
- g) Pearson's notification of or response to a Security Incident under this clause will not be construed as an acknowledgement by Pearson of any fault or liability with regard to that Security Incident.

11.7 Sub-processors.

Pearson shall not provide access to or disclose any of the Customer Personal Data to a subcontractor or other third party without Customer's prior authorisation. Notwithstanding the foregoing, the Customer specifically authorises the engagement of Pearson's affiliates as sub-processors. In addition, Customer generally authorises Pearson to engage third parties to process Customer Personal Data provided that Pearson imposes data protection terms to an equivalent standard as provided for under this Agreement.

11.8 Audit.

- a) If requested by Customer, and no more than once annually, Pearson will make available to Customer all reasonably appropriate information necessary to demonstrate compliance with the obligations laid down in this clause 11 and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.
- b) If requested by Customer, Pearson will make the following document available for review: "GENERAL SECURITY OVERVIEW FOR PEARSON'S ONLINE LEARNING APPLICATIONS". Customer acknowledges that provision of this document shall satisfy the audit requirements set out in Article 28(3)(h) of the GDPR or any other obligation contained in any contract between the Parties relating to data protection or information security.
- c) If Customer requests any further review, including any audit or inspection of Pearson's data processing facilities, Pearson and Customer shall agree upon the date(s), scope and security and confidentiality controls applicable to any such review or inspection.
- d) Pearson may charge a fee for any such review or inspection and will provide Customer with details of any applicable fee in advance of such review or inspection in advance. Customer will be responsible for all costs associated with any such review or inspection.

11.9 International data transfers.

Customer agrees that Pearson shall be entitled to transfer and process Customer Personal Data within the European Economic Area. Customer also consents to the transfer and/or processing of Customer Personal Data outside the European Economic Area provided that the transfer is in accordance with one of the allowed mechanisms prescribed by the Data Protection Laws.

11.10 Effects of termination.

Customer instructs Pearson to retain the Customer Personal Data for a reasonable period after termination or expiry of this Agreement in order to support any subsequent auditing or data recovery that may be required by Customer. Thereafter, Pearson shall destroy Customer Personal Data in its possession or control. This obligation (to destroy data) shall not apply to

the extent that Pearson is required by its internal policies or by any European Union (or any European Union Member State) law or other applicable law or by any post-termination contractual commitments to retain some or all of the Customer Personal Data. The provisions of these data protection clauses shall continue to apply to any Customer Personal Data retained by Pearson notwithstanding termination or expiry of this Agreement.

11.11 Use of De-Identified Data.

Customer agrees that during and after the expiry of the Agreement, Pearson may use and disclose for benchmarking, educational research, developing and improving products and services or for any other related purposes Customer Personal Data from which features directly identifying any individual have been removed. Such de-identified data is not considered Customer Personal Data.

12. CONFIDENTIALITY

12.1 Confidential Information.

The receiving Party shall use the Confidential Information only in connection with the furtherance of the business relationship between the Parties, and the receiving Party shall make no further use, in whole or in part, of any such Confidential Information. The receiving Party agrees not to disclose, deliver or provide access to all or any portion of the Confidential Information to a third party or to permit a third party to inspect, copy, or duplicate the same; provided that the receiving Party may disclose Confidential Information to its employees, agents and subcontractors who need access to such Confidential Information in connection with the performance of the Agreement or the applicable subcontract and who are under a written obligation to protect the confidentiality of such Confidential Information. The receiving Party will treat the Confidential Information with the same degree of care and confidentiality that the receiving Party provides for similar information belonging to the receiving Party that the receiving Party does not wish disclosed to the public, but not less than holding it in strict confidence.

12.2 Exceptions.

The foregoing shall not prevent the receiving Party from disclosing Confidential Information that must be disclosed by operation of law, provided (i) the receiving Party shall promptly notify the disclosing Party of any such request for disclosure in order to allow the disclosing

Party full opportunity to seek the appropriate protective orders, and (ii) the receiving Party complies with any protective order (or equivalent) imposed on such disclosure.

12.3 Return of Confidential Information.

The receiving Party agrees that it will, within ten (10) days after written request by the disclosing Party, return to the disclosing Party, or at the option of the disclosing Party, destroy and certify in writing the destruction of, all Confidential Information received from the disclosing Party, including copies, reproductions, electronic files or any other materials containing Confidential Information. This provision shall not apply to the extent that the receiving Party is required to retain any such Confidential Information by any applicable law, rule or regulation, or by any internal record retention policy, or by any competent judicial, governmental, supervisory or regulatory body or by any backup computer systems that cannot be reasonably deleted, as determined by Pearson.

13. INTELLECTUAL PROPERTY

13.1 Ownership of Intellectual Property.

Customer acknowledges and agrees that Pearson or its Affiliates and/or their third party vendors are the sole owners of the Pearson LMS, the Content and Courses, and any other content or materials contained in or delivered to Customer through the Pearson LMS or Customer LMS or otherwise in connection with the Agreement (collectively the "Pearson IP"). Except for the limited rights granted under this Agreement, the Agreement shall not constitute a license or other transfer by Pearson to Customer of any Intellectual Property rights in Pearson IP. All right, title, and interest in and to the Pearson IP, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with Pearson and its third party vendors, and Customer will use the Pearson IP only as authorised under the Agreement and will not otherwise violate any copyrights or other Intellectual Property rights of Pearson. Any attempted sublicense, assignment or transfer by Customer of any rights hereunder or in the Agreement without Pearson's prior written consent shall be void. Customer shall not remove any copyright, patent, trademark, or any other proprietary rights legends from the Pearson IP. The placement of a copyright notice on any portion of Confidential Information does not mean that such portion has been published and will not derogate any claim of trade secret or confidentiality protection for the same.

13.2 Jointly Developed Courses.

The Parties may jointly develop one or more Courses if agreed upon in the applicable Agreement. Unless otherwise agreed by Pearson and Customer, any courses jointly developed by Pearson and Customer and all Intellectual Property rights thereto will be jointly owned by Pearson and Customer ("Joint Courses"). Either Party shall be entitled to modify and create Derivative Works of the Joint Courses. Customer agrees that any Joint Courses and their Derivative Works may be used by Customer solely in connection with the receipt of services under an applicable Agreement or as part of the curriculum provided to Customer's Students. Customer agrees that Pearson shall be entitled to copy, use, install, license, display, perform, transmit, execute, resell, print, host, distribute and otherwise commercialise the Joint Courses and their Derivative Works. Neither Party shall be required to account to the other Party for a share of the profits in connection with the authorised use of the Joint Courses and Derivative Works hereunder.

13.3 Trademarks.

Pearson and Customer each grants to the other Party during the Term a non-exclusive, non-transferable license to use the logos, trademarks, service marks and/or trade names of such Party, as specified in this Agreement (the "Licensed Marks"), but solely in connection with the receipt of services under an applicable Agreement or for purposes of marketing the use of the Educational Products and Services to Customer's Students and prospective Students in accordance with the requirements of this Agreement, and subject to any pre-approval rights set forth in this Agreement. All use of the other Party's Licensed Marks shall be in accordance with any trademark usage guidelines provided by the other Party. Each Party retains all right, title and interest in and to its Licensed Marks and any related proprietary rights not expressly granted to the other Party hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of the owner of such Licensed Marks. A Party may revoke the other Party's license to the Licensed Marks upon written notice in the event the other Party breaches any of the terms of this paragraph.

13.4 Customer Funds.

No Customer funds shall be used in the development or procurement of any tangible or intangible materials, or any aspect of the Courses, curriculum or educational materials used in connection with the Education Products and Services Pearson provides in furtherance of its obligations set forth in the Agreement. Customer funds paid to Pearson for products

delivered and/or services rendered in accordance with the terms of this Agreement shall not be deemed Customer funds once such payment is received by Pearson.

13.5 Student Data.

Student specific data, including corresponding Caretaker data, is the property of the Customer and the Student and/or Caretaker, unless and to the extent that Pearson obtains such data from a source other than Customer, including directly from Student or such Student's Caretaker as required by law. Pearson will not use any such Customer owned Student specific data for any non-Customer related purpose without obtaining the written permission of such Student or Student's Caretaker (as the case may be). Use for Customer related purposes shall include any use associated with Pearson's or its subcontractor's responsibility to provide the Educational Products and Services under this Agreement and for the purposes specified in the Privacy Policy. Pearson may freely aggregate Customer owned Student (including Caretaker) specific data for its own purposes so long as such aggregated use does not reveal identifying characteristics that would enable a third party to determine the identity of any individual Student or Caretaker. All such aggregated data shall be the property of Pearson. Pearson may freely use all such aggregated data without the consent of Customer.

14. CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer represents and warrants that:

- 14.1 it has full power and authority to enter into this Agreement, and to agree to all the terms and conditions contained herein, and has received all parental and other permissions required to permit Pearson to obtain and retain information (including personal information) from Authorised Users;
- 14.2 it is in compliance with all laws and regulatory requirements (which include any applicable accrediting body standards) to the extent they are binding upon it, and it possesses all required educational approvals and accreditations; and
- 14.3 only Authorised Users will access the Pearson LMS and/or the Content via the Customer LMS;
- 14.4 Customer and its Authorised Users will at all times use the Pearson LMS and/or the Content via the Customer LMS only as expressly permitted by this Agreement;

- 14.5 in the event that Customer requests that Pearson customise the interface with Customer's trade name, trademarks or logos, and/or digitise and/or encode and/or host any of Customer's content on the Pearson LMS and Pearson agrees to do so, Customer warrants that it has the full right and authority to so use and exploit any and all such trade names, trademarks, logos and content, including without limitation any and all underlying elements (the "Customer IP");
- 14.6 the Customer IP, any content, materials and/or information contributed by Authorised Users, and any revisions to the Content by Authorised Users, do not and will not contain any libellous, unlawful or infringing materials or content, will not infringe upon any party's proprietary rights, including, without limitation, statutory or common-law copyright, trademark and right of privacy, and will not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability; and
- 14.7 during the Term and for a period of twelve months thereafter, Customer shall not solicit for employment, or accept services provided by, any current or former employee or independent contractor of Pearson who performed any work in connection with or related to the Services. However, this restriction does not apply to advertisements for vacant roles where such advertisements are made generally and are not specifically targeted at Pearson's personnel, or from interviewing and offering a role to any personnel who respond to any such advertisement.

15. PEARSON WARRANTY AND DISCLAIMER

- 15.1 Pearson warrants that any supply made by it will be made with reasonable care and skill. Customer's exclusive remedy and Pearson's sole obligation for any breach by Pearson of this warranty shall be for Pearson to (a) re-supply at no additional charge, or (b) if Pearson is unable to accomplish re-supply using commercially reasonable efforts, for Pearson to provide a full refund of the fee for such non-conforming supply.
- 15.2 Pearson makes no warranty that its platforms or systems or Customer's use of them will be uninterrupted or error-free. Except as set out in this Agreement, Pearson expressly disclaims all warranties, expressed or implied, including but not limited to any warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights or any present or future use, integration or compatibility with any other products or services. Pearson does not warrant that the Educational Products and Services will meet Customer's requirements. Customer acknowledges that it has relied on no warranties other than the express warranties provided in this Agreement.

16. INDEMNIFICATION

- 16.1 Customer will defend, indemnify and hold Pearson, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable legal fees) brought against or incurred by Pearson that arise from or relate to: (i) any violation by Customer and/or its Authorised Users of this Agreement or the Terms of Use; (ii) any downloading of the Content except as authorised in this Agreement; (iii) any modification or editing made to any portion of the Content; (iv) the use of any portion of the Content with products or services not supplied by Pearson; or (v) the negligence or wilful misconduct of Customer, its employees or contractors, agents or the Authorised Users.
- 16.2 Subject to clause 17, Pearson will defend, indemnify and hold Customer, its officers, directors, employees and agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable legal fees) brought against or incurred by Customer that solely arise from or solely relate to: (i) a material breach by Pearson of its obligations or warranties (subject to the disclaimer provided for in clause 15) under this Agreement, or (ii) the negligence or wilful misconduct of Pearson or any of its employees, contractors and agents.

17. LIMITATION OF LIABILITY

- 17.1 Pearson shall not be liable for any loss of data, loss of profit or wasted management time whether they are direct or indirect damages, and Pearson shall not be liable for any special, indirect, consequential or incidental damages (including damages for loss of use) arising from the Agreement, in tort or otherwise from the Customer's (or its Students') use of or inability to use the Educational Products and Services, or from any action taken (or refrained from being taken) as a result of using the Educational Products and Services.
- 17.2 The Customer acknowledges that Pearson has no liability for any loss, claim or damage suffered by or made against the Customer or its Students as a result of any unauthorised access to the Educational Products and Services or breach by any of the Customer, its Students or any other parties of the terms of this Agreement.
- 17.3 In any event and except for the circumstances set out in clause 17.4, Pearson's liability to the Customer in respect of any claim for breach of this Agreement, negligence or

otherwise in relation to the Services shall be limited to the total fees paid or payable to Pearson by the Customer during the 12 months preceding the cause of action.

17.4 Nothing will limit either party's liability for death or personal injury caused by its negligence, or for fraud, fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under applicable law. Clauses 17.1, 17.2 and 17.3 shall not apply in these circumstances.

17.5 The Customer shall promptly inform Pearson in the event of any claim by a third party received by the Customer in relation to the Educational Products and Services and the Customer shall comply with Pearson's reasonable requests in relation to such claim.

18. INSURANCE

Each Party will maintain and keep in force no less than the amounts of insurance as are reasonable to cover insurable risks associated with operations under the Agreement in minimum amounts required by law or customary for that Party's business.

19. SPECIAL POPULATIONS PRODUCT

At all times during and after Pearson's provision of any services related to special education, the Customer shall remain responsible for the delivery of education to the Students and for the provision of Special Education Services, including but not limited to satisfying the requirements of any applicable law. Pearson does not assume any liability and specifically disclaims any and all liability with respect to the Customer's provision of Special Education Services to its students.

20. GENERAL PROVISIONS

20.1 Notices.

Any notice or other information required or authorised by this Agreement should be in writing and sent by registered or certified post, return receipt requested, or recognised courier service (with proof of delivery) to the other party. Notices shall be addressed as follows, or to such other address as may be notified in writing by either party:

- If to Pearson: to the correspondence address identified on the Term Sheet with a courtesy copy to: VP Legal UK, Legal Department, Pearson, 80 Strand, London WC2R 0RL.

- If to Customer: To the address identified on the Term Sheet.

Any notice or other information given by registered or certified post shall be deemed to have been delivered on the second Business Day after posting. Any notice or other information sent by email transmission shall be deemed to have been duly sent on the date of transmission (or the next business day in the UK if sent on a non-Business Day), provided that a confirming copy is sent by certified or registered post or recognised courier service (with proof of delivery) to the other party at the address set out at the beginning of this Agreement, within 24 hours after transmission.

20.2 Independent contractors.

The relationship of the Parties established by the Agreement is that of independent contractors, and not an employment, agency, partnership, franchise, joint venture or any other such relationship. Each of the Parties shall conduct its respective business at its own initiative, responsibility and expense and shall have no authority to incur any obligations on behalf of the other party to the Agreement.

20.3 Assignment.

The Customer may not assign or transfer its rights or obligations under this Agreement without Pearson's prior express written consent. Pearson may at any time assign or transfer its rights and obligations under this Agreement to any third party.

20.4 Entire Agreement.

This Agreement and any other documents appended to it set forth the entire agreement between the Parties and supersede any prior written or oral agreement between them with respect to the subject matter of this Agreement.

20.5 Variation.

Any amendment or variation to this Agreement must be in writing and signed by both Parties.

20.6 Severance.

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of this Agreement which shall remain in full force and effect.

20.7 Third party rights.

No person other than a company within the direct or indirect ownership or control of Pearson plc who is not a party to this agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision.

20.8 Waiver.

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

20.9 Governing law.

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

20.10 Jurisdiction.

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

20.11 Force Majeure.

Pearson will not be liable for any failure or delay in performing its obligations under this Agreement to the extent that the failure or delay is the result of any cause or circumstance beyond its reasonable control including but in no way limited to fire, war, acts of God, power outages, internet failures, security breaches, malicious hacks, changes in law and/or regulation, labour disputes, failures in the supply chain, "Force Majeure". Pearson may terminate the Agreement and discontinue the Education Programme in the event of a Force Majeure.

20.12 Publicity.

Neither Party will issue any press releases or other public information about the existence of or specific details regarding the Agreement without the prior written consent of the other

Party. However, Customer agrees that Pearson may make reference to its business relationship with Customer in Pearson's marketing or sales materials.

Pearson Platform & Content Schedule

If the Term Sheet indicates that this Schedule applies, then the provisions included in this Schedule shall be deemed to be incorporated in the Agreement. Unless provided otherwise all capitalised terms shall have the meanings given to them in the Agreement.

Instructional Support

Customer shall have sole responsibility to teach the Courses and to provide any other necessary support to the Students.

Enrolment adjustments

If the Customer desires a substantial increase in Student enrolments at any one time, or if there is an event of a national or regional scale that causes a sudden surge in enrolments, including Customer's enrolments, the Parties will revise the Term Sheet accordingly. Customer acknowledges that it may take up to two weeks for Pearson to provide full access to the Pearson LMS and/or access to the Content via the Customer LMS to such Students for the purpose of utilising the Products and Services, or the Students may not experience all aspects of the Products and Services immediately, until such time as adequate staffing is in place.

The Customer may remove a maximum of 10% of Students from a Course at the beginning of each Academic Year and the fees payable will be reduced accordingly.

Customer branding

Pearson shall provide an individual Customer branded version of Pearson LMS if requested to do so by the Customer and subject to the following conditions:

1. The Customer shall place a minimum order of £1,000 per Academic Year.
2. The Customer shall return the order form to Pearson on or before 30 June to allow Pearson to set up the Customer branded version of Pearson LMS in time for a September start.

PublishAnywhere

Where the Customer is using the Customer LMS instead of the Pearson LMS, an initial test will be conducted to check whether a small part of the Education Programme can be successfully presented and accessed through the Customer LMS. A further implementation fee will then

apply to make the full Education Programme available through the Customer LMS. This fee will depend on the number of Courses and the success of the initial test.

In addition, the Customer will enter at least one Student on all Courses being presented and accessed through the CustomerLMS via PublishAnywhere. The Customer will then be able to add additional Students as needed, and must inform Pearson within 3 working days of any new Student enrolments onto any of the courses.

Pearson will audit usage of the Courses and enrolments on a monthly basis to ensure that the Customer's usage of the Courses does not exceed those reported to Pearson. Enrolments are considered as any active user account within the Course.

Payment

Fees for the Services will be payable on an annual basis, due at the beginning of each Academic Year. All fees are non-refundable.

Termination

Either Party may terminate this Agreement to the end of any Academic Year by providing written notice to the other party at least 60 days' prior to the end of that Academic Year.

Pearson Platform, Content & Teachers Schedule

If the Term Sheet indicates that this Schedule applies, then the provisions included in this Schedule shall be deemed to be incorporated in the Agreement. Unless provided otherwise all capitalised terms shall have the meanings given to them in the Agreement.

Instructional Support

Pearson will provide Pearson Teachers to teach the Courses. Access to Courses taught by Pearson Teachers shall be through POA, and Pearson will, if requested by Customer, implement Course completion requirements consistent with POA to enable the ability for the Customer to transfer credits earned. In addition, when Customer elects to use Pearson Teachers, Pearson will provide a credentialed, certified teacher (per above) to provide student- and teacher-initiated direct instruction to one student in one course for an academic year. The Pearson Teacher acts as the teacher of record, responds to student-initiated chat, email, and telephone calls; grade assignments and assigns final grade; and moderate discussion boards.

Pearson will not provide additional human resources related to Special Education.

Enrolment adjustments

If the Customer desires a substantial increase in Student enrolments at any one time, or if there is an event of a national or regional scale that causes a sudden surge in enrolments, including Customer's enrolments, the Parties will revise the Term Sheet accordingly. Customer acknowledges that it may take up to two weeks for Pearson to provide full access to the Pearson LMS and/or access to the Content via Customer LMS to such Students for the purpose of utilising the Products and Services, or the Students may not experience all aspects of the Products and Services immediately, until such time as adequate staffing is in place.

The Customer may remove a maximum of 10% of Students from a Course each term. Fees for such Students that are paid or payable for the then-current and any previous terms will not be refundable. If the Customer removes more than 10% of Students for a Course in any one term, the Customer will be liable for 50% of the subsequent term's fees, relating to such Students above the 10% maximum.

Customer branding

Pearson shall provide an individual Customer branded version of Pearson LMS if requested to do so by the Customer and subject to the following conditions:

3. The Customer shall have exclusive classes for each Course. The minimum requirements for exclusive classes are:

For International A Level: 16 Students per Course

For International GCSE: 20 Students per Course

4. The Customer shall return the order form to Pearson on or before 30 June to allow Pearson to set up the Customer branded version of Pearson LMS in time for a September start.

Payment

Fees for the Services will be payable in termly instalments, due at the beginning of each term. All fees are non-refundable.

Termination

Either Party may terminate this Agreement to the end of any Academic Year by providing written notice to the other party at least six months prior to the end of that Academic Year.