

End User License Agreement (International):

Please read and understand the End User License Agreement (EULA), it has been updated to keep the terms and policies up to date with the services we provide.

This License Agreement (“Agreement”) is entered into by and between International Dyslexia Learning Solutions Limited (“IDL”, “our” or “we”), and an entity engaged in educational activity (“Licensee”, “you” or “your”).

The Licensee seeks to rightfully obtain a license or licenses for itself and such concurrent users as may be agreed between IDL and the Licensee (“Authorised Users”), in accordance with this Agreement to use or evaluate the IDL Application (as defined below).

By downloading the IDL Application from this website or clicking on the “accept” button below or otherwise using the IDL Application, or by permitting its Authorised Users to use the IDL application, the Licensee unconditionally accepts to be bound by the terms and conditions of this Agreement. If the Licensee does not accept the terms and conditions of this Agreement, the Licensee and the Authorised User, will desist from using or making any further use of the IDL Application.

1. DEFINITIONS AND INTERPRETATION

The following definitions will apply to the following terms used in this Agreement:

- **Applicable Law:** means all applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of courts or Governmental Authority that is binding upon or applicable to a party or this Agreement, as amended unless expressly specified otherwise.
- **Appropriate Technical and Organisational Measures:** means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Legislation from time to time.
- **Authorised Users:** means students, and parents or guardians of students, who are enrolled in the Licensee’s educational institution or other entity engaged in educational activity, and teachers, instructors and administrators employed by the Licensee, in each case whom the Licensee has authorised to use the IDL Application pursuant to the terms and conditions of this Agreement.
- **Controller or Data Controller :** means the natural or legal person, public authority, agency or any other entity or person who alone or jointly with others determines the purposes and means of the processing of Personal Data.
- **Data Protection Complaint:** means a complaint or request (other than a Data Subject Request) relating to either party’s obligations under Data Protection Legislation relevant to this Agreement and/or the processing of any of the Shared Personal Data, including any compensation claim from a Data Subject or any notice, investigation or other action from a Data Protection Supervisory Authority and/or the ICO relating to the foregoing (and complainant means the Data Protection Supervisory Authority, ICO, Data Subject or other person initiating or conducting a complaint).
- **Data Protection Legislation:** means any applicable legislation protecting the fundamental rights and freedoms of individuals and, where required by law, legal entities, and in particular, their right to privacy with respect to the processing of Personal Data and which contains restrictions on the cross-border transfer of Personal Data, including but not limited to the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”), the UK GDPR, DPA 2018 and any other applicable data protection laws as any such legislation or regulation may be

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Registered Office: International Dyslexia Learning Solutions Limited, Ascentis House,
Lancaster Business Park, 3 Mannin Way, Caton Road, Lancaster, LA1 3SW

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amended, extended or re-enacted from time to time. Data Subject: means a natural person who can be identified, whether directly or indirectly, including by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity, and to the extent that corporate entities or deceased persons receive the same or similar protection as natural persons under the Data Protection Legislation, shall also include corporate entities or deceased persons.

- Data Subject Request: means a request made by a Data Subject under the Data Protection Legislation to exercise their rights thereunder.
- DPA 2018: means the Data Protection Act 2018 of the United Kingdom.
- GDPR: means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data and repealing the Directive.
- ICO: means the Information Commissioners Office, the competent data protection authority within the United Kingdom (UK).
- IDL Application: means the product known as the IDL cloud application and any other specific proprietary products of IDL for which the Licensee has rightfully obtained a license or licenses which are accessible on and through the IDL websites on the World Wide Web or such other websites as IDL may designate from time to time, together with all IDL client applications related thereto. The term "IDL Application" may also include certain third-party applications that are embedded within or provided by IDL together with such proprietary products of IDL.
- Intellectual Property Rights or IPR: means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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.
- Processing and process: have the meaning set out in the Data Processing Legislation.
- Personal Data or Personal Information: means any information relating to an identified or identifiable Data Subject or as otherwise defined as such in Data Protection Legislations.
- Personal Data Breach: has the meaning set out in the Data Processing Legislation.
- Processing: means any operation or set of operations which is/are performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction and "Processes" shall be construed accordingly.
- Processor or Data Processor: means a body which Processes Personal Data on behalf of a Controller.
- Subject Access Request: means a request made by a Data Subject under the Data Protection Legislation to have confirmation as to whether or not their Personal Data is being Processed, and where that is the case, to be granted access to that Personal Data and given information about the Processing.

- **Supervisory Authority:** means the competent data protection authority which is established in a jurisdiction under its privacy laws with competence in its privacy matters.
- **Shared Personal Data:** means Personal Data received by a party from the other party, or otherwise made available by a party for the purpose of using and providing the licensed IDL application and related services.
- **Standard Contractual Clauses (SCC):** means the clauses for data transfers between EU and non-EU countries that the European Commission has decided offer sufficient safeguards on data protection for the data to be transferred internationally, as updated by the ICO to UK versions of the SCC after Brexit. The parties further agree that the SCC will apply to Personal Data that is transferred from the United Kingdom to outside the United Kingdom, either directly or via onward transfer, to any country or recipient not recognised by the United Kingdom as providing an adequate level of protection for Personal Data.
- If for any reason the aforementioned data transfer mechanism is deemed inadequate by the appropriate regulatory body, the Parties will show good faith to enter into the appropriate data transfer mechanism(s) pursuant to applicable Data Protection legislation.
- The SCC always take precedence in any conflict of any terms or schedules of this Agreement.
- **UK GDPR:** means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and other data protection or privacy legislation in force from time to time in the United Kingdom.

1.2 In this Agreement:

(a) words importing the singular include the plural and vice versa, words importing a gender include every gender.

(b) a reference to 'writing' or 'written' includes email.

(c) references to any statutory provisions shall be construed as references to those provisions as respectively replaced or amended or re-enacted from time to time; and

(d) whenever the words 'include', 'includes', 'including', 'in particular' or any similar words and expressions are used, they shall be deemed to be followed by the words 'without limitation'.

(e) a reference to any EU action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, where no longer applicable after Brexit, be deemed a reference to that which most nearly approximates it under the Law of England and Wales;

(f) a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England and Wales, be deemed to include a reference to that which most nearly approximates to the English and Welsh equivalent in that jurisdiction; and (g) any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done.

2. LICENSE GRANT.

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2.1 In consideration of the payment by you of the agreed licence fee and the retainer fee and you agreeing to and procuring that each Authorised User abides by the terms of this Licence, IDL hereby grants to you a non-exclusive, non-transferable licence to use the IDL Application and any related documentation on the terms of this Agreement.

3. LICENSE OBLIGATIONS AND RESTRICTIONS

3.1 You will only use, and will procure that the Authorised Users only uses, the IDL Application to the extent that you have rightfully obtained the requisite number of licenses or subscriptions for such use. You and any Authorised User will only use the IDL Application for your internal educational uses. You and any Authorised User may only use any third-party applications that are embedded within or provided by IDL together with the IDL Application solely as integrated with, and for running and extracting data from, the IDL Application. Without limitation, you and any Authorised User will not use any such applications as stand-alone applications.

3.2 Only you and your Authorised Users are permitted to use the IDL Application. You will ensure that all use by Authorised Users of the IDL Application will be pursuant to the terms and conditions of this Agreement.

3.3 You undertake that you will not, and you will procure that your Authorised Users will not:

- (a) rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the IDL Application or related documentation nor permit the IDL Application or any part of it to be combined with, or become incorporated in, any other programs;
- (b) copy any portion of the IDL Application, unless expressly permitted under this Agreement. Upon our request, you may be required to provide written confirmation that, to the best of your knowledge, the IDL Application has not been copied in any manner not expressly permitted under this Agreement;
- (c) use the IDL Application or any portion thereof in or as a time-sharing, outsourcing, service bureau, application service provider or managed service provider environment;
- (d) disclose any part of the IDL Application to any third party, unless expressly permitted under this Agreement;
- (e) change, modify, disassemble, decompile, unlock, reverse engineer or in any manner decode the IDL Application.

3.4 To the extent applicable, you will comply with all export laws and regulations. Under no circumstances will the IDL Application be made available contrary to the Licensee's country's export laws or regulations.

4. DATA PROTECTION

4.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations under Data Protection Legislation.

4.2 Neither party shall sell, retain, use, or disclose the Personal Data for any purpose other than for the specific purpose of performing the services or as otherwise permitted by Data Protection Legislation.

4.3 To the extent that you use the IDL Application to store or process Shared Personal Data, you acknowledge that for the purposes of the UK GDPR, you are a Controller of Shared Personal Data and that IDL may be a Controller and, in some cases, the Processor of the Shared Personal Data.

4.4 Where IDL processes the Shared Personal Data as a Processor, the following provisions shall apply:

(a) The subject matter, nature, purpose and duration of such processing of Personal Information is set out in Schedule 1 hereto.

(i) We will only process the Shared Personal Data in accordance with your documented instructions, unless required to process such Shared Personal Data for other purposes by Applicable Law or regulatory authorities. In such circumstances, IDL shall provide you notice, unless the relevant law or regulatory authority prohibits the giving of notice. If IDL believes that any instruction received by it from you is likely to infringe Data Protection Legislation, IDL shall be entitled to cease to provide the relevant application and service until we have agreed appropriate amended instructions which are not infringing.

(ii) On your written request, IDL shall, in fulfilment of its obligation to provide information to demonstrate compliance with Data Protection Legislation, make available to you such documentary data, at your cost, as you reasonably request from time to time to demonstrate such compliance, including data relevant to our Processing of Shared Personal Data as part of the License and related services. IDL will, where you are a Controller and subject to the GDPR and/or UK GDPR, at your cost, allow for and contribute to audits, including inspections, by you (or another auditor mandated by you) for this purpose (subject to a maximum of one audit request in any 12-month period,

(iii) You hereby provide a general authorisation to IDL to engage sub-processors to process the Shared Personal Data upon and subject to the remaining provisions of this Agreement. IDL will inform you of any intended changes concerning the addition or replacement of a sub-processor, giving you the opportunity to object to such changes. IDL shall appoint each sub-processor under a written contract containing materially the same obligations as under this Agreement. IDL will remain fully liable to you for any acts or omissions of the sub-Processor.

(iv) IDL shall not permit any processing of Shared Personal Data by any person not subject to a duty of confidence.

(v) Except as required by Applicable Law, on termination or expiry its obligations as a Processor, IDL shall, at your choice, delete or return the Shared Personal Data and copies thereof it has within its power, ownership or control.

(vi) Where each party is a Controller of the Shared Personal Data. The Shared Personal Data shall be shared and managed in accordance with the terms of this subclause.

(vii) Insofar IDL is a Controller in relation to the Shared Personal Data, IDL will not undertake any profiling within the meaning of Data Protection Legislation in respect of the Shared Personal Data without notifying you in writing and obtaining your prior written consent. (viii) The party disclosing the Shared Personal Data ('Disclosing Party') to the other party ('Receiving Party') shall ensure that at all times:

(ix) all Shared Personal Data transferred to the Receiving Party is accurate and up-to-date and has at all times been collected, processed and transferred by and on behalf of the Disclosing Party in accordance with Data Protection Legislation;

(x) each relevant Data Subject has been provided with sufficient information (in an appropriate form) so as to enable fair, transparent and lawful processing (including sharing) of the Shared Personal Data in accordance with the obligations of each party under Data Protection Legislation;

(xi) it is entitled to transfer, and the Receiving Party is entitled to process all Shared Personal Data in accordance with Data Protection Legislation;

(xii) the Shared Personal Data is transferred to (and received by) the Receiving Party in a secure manner using appropriate technical and organisational security measures that comply with the obligations of each party under Data Protection Legislation;

(xiii) that it promptly notifies the Receiving Party if it becomes aware of any change or circumstance which will, may or is alleged to impact the lawfulness of any processing of the Shared Personal Data by the Receiving Party (including if a Data Subject withdraws any necessary consent or requests their Shared Personal Data is no longer processed or is erased or if any of the Shared Personal Data is not accurate or up-to-date), together with full details of the circumstances and (immediately once available) revised and corrected data;

(xiv) it shall not by any act or omission cause the Receiving Party (or any other person) to be in breach of any Data Protection Legislation;

(xv) it shall keep copies of all notices, consents or other records and information necessary to demonstrate its compliance with this subclause.

(b) The Disclosing Party remains responsible for any Data Subject Request and any Data Protection Complaint received in relation to the Shared Personal Data.

(c) The Receiving Party shall immediately notify the Disclosing Party, in writing, if it receives any Data Protection Complaint, notice or communication which relates to the processing of the Shared Personal Data it received, and provided to the Disclosing Party with such data and co-operation as the Disclosing Party reasonably requires in relation to the matter. The Receiving Party will provide all reasonably necessary assistance and information to the Disclosing Party to enable it to respond in accordance with the Data Protection Legislation and within any timeframe specified in it, or, in the case of a communication from the ICO, or other Supervisory Authority or regulator, the timeframe specified in the communication. The Receiving Party's obligations under this subclause shall be performed at the Disclosing Party's expense, except to the extent that the circumstances giving rise to such obligation

arose out of any breach by the Receiving Party of its obligations under this Agreement.

(d) For the avoidance of doubt, the assistance provide by IDL to you shall be deemed to be mere support and shall not attribute any liability to IDL in the case of non-compliance by you with your obligations under Data Protection Legislation or under this Agreement.

(e) You acknowledge that IDL is reliant upon you for direction as to the extent to which IDL is entitled to use and process the Personal Data. Accordingly, IDL will not be liable for any claim brought by a Data Subject arising from any action or omission by IDL, to the extent that such action or omission resulted directly from your directions.

4.5 You shall indemnify and keep indemnified IDL against:

(a) all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, the ICO or a Supervisory Authority) arising out of or in connection with any breach by you of your obligations under this clause 4; and

(b) all amounts paid or payable by IDL to a third party which would not have been paid or payable if you had not breached this clause 4.

4.6 IDL will not transfer your Shared Personal Data outside of the UK in breach of the Data Protection Legislation and will only transfer the Shared Personal Data :

(a) on terms or under an arrangement that ensures an adequate level of protection for the rights and freedoms of Data Subjects in relation to the processing of Shared Personal Data such as SCC; or

(b) if the transfer is subject to any permitted derogations or conditions contained in the Data Protection Legislation (including without limitation consent of the Data Subject) such that in the absence of the obligations created by this Agreement the export of the Shared Personal Data would be transferred in accordance with such permitted derogations or conditions.

(c) IDL will put in place appropriate technical and organisational measures to the Shared Personal Data against unauthorised or unlawful processing and against accidental loss or destruction of, or damage to the Shared Personal Data; and allow you to meet your obligations to Data Subjects, including, as appropriate firewalls, the most appropriate secure settings for our devices and software, access controls, viruses and malware protection, staff cybersecurity training, keep software and devices up-to-date, password, Appropriate disposal, physical security, encryption and pseudonymisation, risk assessments and appropriate policies and procedures.

4.7 IDL will assist you at your cost, so far as possible and taking into account the nature of the processing under this Agreement and the information available to IDL, in meeting your obligations under Data Protection Legislation including your obligations to respond to Data Subject Requests (and any similar obligations under applicable Data Protection Laws) in respect of any Shared Personal Data.

4.8 Each party shall have a clear policy and procedure regarding the reporting and handling of data protection breaches or data loss incidents and shall promptly notify the other of any breach of the Shared Personal Data. Data Protection Legislation outlines responsibilities for Shared Personal Data Breaches, including for reporting to the relevant Supervisory Authority or ICO. The Controller for the domain where the Data Breach occurred is responsible for reporting to the relevant Supervisory Authority and/or the ICO and subsequent management and the other party shall provide reasonable assistance to that party in managing its responsibilities.

4.9 You warrant and represent to IDL that you are the Controller of the Shared Personal Data and that you have all necessary consents and notices in place in order to enable lawful transfer of the Shared Personal Data to IDL and to permit IDL to process the Shared Personal Data in accordance with and for the purposes contemplated pursuant to this Agreement and that you have otherwise complied with and continue to comply with all Applicable Law, enactments, regulations, orders, standards and other similar instruments relating to the collection and processing of Personal Data.

4.10 In the event that changes in Data Protection Legislation or application of applicable Data Protection Legislation require modifications to the Agreement, the parties shall use commercially reasonable efforts to comply with such requirements. If such changes in Data Protection Legislation require structural changes to the services such that the provision of the services would otherwise be in breach of such Data Protection Legislation unless such changes are performed, the parties will discuss in good faith and will negotiate and revise the Agreement or otherwise modify the provision of services accordingly. In the event that IDL considers in good faith that it is unable to comply with the required changes, IDL shall notify you without undue delay and IDL may terminate the Agreement on no less than thirty (30) days' prior written notice.

4.11 In the event that your compliance with Data Protection Legislation requires the imposition of certain additional contractual obligations under this Agreement, you shall notify IDL and IDL shall, at your cost and in good faith seek to amend this Agreement in order to address the requirements under Data Protection Legislation. In the event the parties fail to reach agreement on an amendment to this Agreement, then IDL may, on no less than one (1) months' prior written notice, terminate the Agreement.

4.12 When a party is subject to more than one data protection legislation regime it shall as far as possible, meet all its obligations under all applicable Data Protection Legislation, where there is a conflict of requirements under applicable Data Protection Legislation regimes, a Party shall adhere to the Data Protection Legislation elements of each regime which applies the strictest level of data protection and data subject rights to data subject's personal data.

4.13 The provisions of this clause 4 shall survive termination or expiry of this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 IDL and its licensors reserve all rights, titles and interests in and to the IDL Application not expressly granted to you hereunder. Without limitation, all third-party licensors and suppliers retain all right, title and interest in third party software and all copies thereof, including all copyright and intellectual property rights. All trademarks and service marks contained in or on or associated with the IDL Application are the trademarks, services marks, registered trademarks or registered service marks of IDL or its licensors, as applicable.

5.2 You acknowledge and agree that you have no right of access to the IDL Application in source code form.

6. TERM AND TERMINATION

6.1 This Agreement will remain in full force and effect for the term of the rightfully obtained license or subscription period unless terminated earlier.

6.2 You may terminate this Agreement at any time; without a court order, provided however that IDL will not refund any license, retainer, subscription or order fees, or any portion thereof, unless IDL agrees to do so in writing and such termination occurs within the first 14 days of activation of your licence.

6.3 IDL may, without prejudice to any other rights or remedies of IDL, terminate this Agreement without a court order, on written notice to you if you breach any provision of this Agreement or fail to make any payment to IDL as and when due. IDL may also by written notice require you to rescind an Authorised User's authorisation to use the IDL Application if the Authorised User breaches any provision of this Agreement.

6.4 Upon termination of this Agreement for any reason, the license granted to you under this Agreement will terminate, and you and all Authorised Users must immediately cease using the IDL Application and immediately destroy all copies of the IDL Application and any portion thereof in your or your Authorised Users' possession.

6.5 All provisions of this Agreement which by their express terms or nature are intended to survive will survive the termination of this Agreement.

7. GENERAL DISCLAIMERS

7.1 This Agreement sets out the full extent of IDL's obligations and liabilities in respect of the supply of the IDL Application. You assume all responsibility and risk for your use, and the use by Authorised Users, of the IDL Application. The IDL Application is supplied "as is" and "as available," and IDL makes no representations about the accuracy, reliability, completeness, or timeliness of the information contained in the IDL Application.

7.2 IDL does not guarantee that any particular result will be obtained from use of the IDL Application. Except as expressly stated in this Agreement, IDL disclaims, to the extent permitted by law, all warranties, express or implied, including the warranties of merchantability, accuracy, non-infringement and fitness for a particular purpose. Any condition, warranty, representation or other term concerning the supply of the IDL Application which might otherwise be implied into, or incorporated in, this Agreement whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

7.3 You agree and acknowledge that the IDL website may from time to time be unavailable due to scheduled downtime, reasonable needs for maintenance, reasonable periods of failure of equipment, computer programs or communications, or events beyond the control of IDL. IDL makes no representations, warranties or covenants with respect to the availability of the IDL website or web servers.

8. LIMITATION OF LIABILITY

8.1 You acknowledge and agree that the IDL Application has not been developed to meet your individual requirements, and that it is your responsibility to ensure that the facilities and functions of the IDL Application, as described in the related documentation provided by IDL, meet your requirements.

8.2 In no event will IDL or its affiliates, officers, directors, or suppliers be liable to you, whether in contract, tort (including negligence), breach of statutory

duty, or otherwise arising under or in connection with this Agreement for: loss of profits, sales, business or revenue, loss of or corruption of data, loss of goodwill or reputation, or any failure of performance, error, omission, defect, deletion, delay, or business interruption or any incidental or consequential damages.

8.3 In no circumstances shall IDL or its affiliates, officers, directors, or suppliers be liable to the Authorised User for any claims, damages, liability, costs or expenses of any nature whatsoever, whether based on warranty, contract, tort, strict liability or any other legal theory, and whether or not IDL is advised of the possibility of such damages, or for any damages in excess of the license or subscription fees received by IDL for the product or service complained of in the previous 12-month period.

8.4 Other than the losses set out in clause 8.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Agreement whether in contract, tort (including negligence) or otherwise, will in all circumstances be limited to a sum equal to the licence fee. This maximum cap does not apply to clause 8.5.

8.5 Nothing in this Licence will limit or exclude IDL's liability for (i) death or personal injury resulting from its negligence; (ii) fraud or fraudulent misrepresentation (iii) any other liability that cannot be excluded or limited by applicable law.

9. SEVERABILITY

Should any term (or part of any term) of this Agreement be invalid or unenforceable, then the remainder of this Agreement shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

10. NO WAIVER

Any delay or failure of either party to enforce any rights granted hereunder or to take action against the other party under or in connection with this Agreement will not limit or restrict the future exercise or enforceability of those rights.

11. ENTIRE AGREEMENT

11.1 The provisions of this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior or contemporaneous agreements, oral or written, and all other communications relating to the subject matter hereof.

11.2 No amendment or modification of any provision of this Agreement will be effective unless set forth in a document that expressly amends this Agreement signed by authorised representatives of both parties. In the event that the terms and conditions of any purchase order conflict with or are in addition to the terms and conditions of this Agreement, the conflicting and additional terms and conditions of the purchase order will be void and of no effect and the terms and conditions of this Agreement will prevail, unless an authorised representative of IDL expressly agrees otherwise in writing.

12. GOVERNING LAW AND JURISDICTION

12.1 This Agreement and any dispute or non-contractual obligation arising out of or in connection with it will be governed by and construed in accordance with the laws of England and Wales.

12.2 Subject to clause 12.3 below, you and IDL each irrevocably agrees that any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause:

- (a) The number of arbitrators shall be one.
- (b) The seat, or legal place, of arbitration shall be in London, United Kingdom.
- (c) The language to be used in the arbitral proceedings shall be British English.

12.3 Where you are based in the UAE, Qatar, Egypt, Kuwait or Oman, you and IDL Solutions each irrevocably agrees that the Dubai International Financial Centre Courts will have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

13. ENGLISH LANGUAGE

13.1 This Agreement is made in the English language.

13.2 Each document, notice, waiver, variation and written communication whether in hard copy or electronic form made or delivered by one party to another pursuant to this Agreement shall be in the English language or accompanied by a translation thereof into English certified (by an officer of the person making or delivering the same) as being a true and accurate translation thereof.

13.3 The English language version of this Agreement and any document, notice, waiver, variation and written communication relating to this Agreement shall prevail over any translation and any version in any other language.

SCHEDULE 1- PARTICULARS OF PROCESSING

Part 1 - Processing by IDL

- (1) The Scope of the processing will encompass receiving the Shared Personal Data from the IDL Application, storing, organising or otherwise filing the Shared Personal Data in order to enable the full functionality of the IDL Application and assist you in delivering assistance to the Data Subject.
- (2) The Nature of the processing will be collection, storage, organised filing, retrieval, use, disclosure by transmission, alignment and combination of the Shared Personal Data.
- (3) The Shared Personal Data was collected and will be processed for the following Purpose:
 - (3.1) In order to:
 - Provide and support the IDL Application.
 - Support the Data Subject, you and your tutors.
 - Provide products and services to you.
 - Process payments
 - Provide you with information about your contract with us.
 - Verify the identity of you, your staff and the Data Subjects.
 - Deal with any complaints
 - Contact you about any changes that we make to our products or services.
 - Administer the IDL Application, including troubleshooting problems, analysing statistics, conducting research and tests and keeping the IDL Application secure
 - Collect, use and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data may be derived from the Shared Personal Data but is not considered Shared Personal Data in law as this data does not directly or indirectly reveal the identity of the Data Subject. For example, we may aggregate data to calculate the progress of learners generally and the percentage of learners achieving a particular achievement within the IDL Application.
- (4) The Duration of the Processing under this Agreement will be for the duration of this Agreement.

Part 2 – Types of Shared Personal Data

The Types of Shared Personal Data processed under this Agreement may include full name, date of birth, age, gender, username or similar identifier, postal address, email address and telephone number, internet protocol (IP) address, login data, device type and software version, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access the IDL Application.

Part 3 – Categories of Data Subject

The Categories of Data Subject whose Shared Personal Data will be processed under this Agreement will be:

- (1) the learners given access to the IDL Application by you;
- (2) the administrator, i.e., the teacher or parent, as the case may be.

Data Exporter		Data Importer	
Name:	IDL Solutions Limited	Name:	Customer
Company Activities:	Educational Support Services		
Address:	ASCENTIS HOUSE, LANCASTER BUSINESS PARK, 3 MANIN WAY, CATON ROAD		
Company No:	08345446		
Telephone:	01524 580665		
e-mail:	data@idlsgroup.com		
Data Protection Officer:	GRCI Law Limited		
Data Privacy Registration:	Z A 7 6 1 3 4 0		

SCHEDULE 2 - STANDARD CONTRACTUAL CLAUSES FOR THE TRANSFER OF PERSONAL DATA FROM THE UK TO THIRD COUNTRIES (CONTROLLER TO CONTROLLER TRANSFERS).

This Personal Data Transfer Agreement is made:

Between

The Data Exporter listed in Schedule 1 of the Agreement.

(hereinafter the data exporter);

and

The Data Importer listed in Schedule 1 of the Agreement.

(hereinafter data importer)

each a party; together the parties.

DEFINITIONS

1. For the purposes of the clauses:

(a) personal data, special categories of data/sensitive data, process/processing, controller, processor, data subject and supervisory authority/authority shall have the same meaning as in the UK GDPR (whereby the authority shall mean the competent data protection authority in United Kingdom);

(b) the data exporter shall mean the controller who transfers the personal data;

(c) the data importer shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;

(d) clauses shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements. The details of the transfer (as well as the personal data covered) are specified in Annex A, which forms an integral part of the clauses.

I. OBLIGATIONS OF THE DATA EXPORTER

The data exporter warrants and undertakes that:

(a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.

(b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.

(c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

(d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still

respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

(e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. OBLIGATIONS OF THE DATA IMPORTER

The data importer warrants and undertakes that:

(a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

(b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.

(c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

(d) It will process the personal data for purposes described in Annex A and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.

(e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I (e).

(f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III.(which may include insurance coverage).

(g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing

and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion. (h) It will process the personal data, at its option, in accordance with:

- i) the data protection laws of the country in which the data exporter is established, or
- ii) the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or
- iii) the data processing principles set forth in Annex A.

Data importer to indicate which option it selects:

The Data Importer selects option (h)(i)

Initials of data importer:

- (i) It will not disclose or transfer the personal data to a third-party data controller located outside the United Kingdom or European Economic Area (EEA) unless it notifies the data exporter about the transfer and
 - i. the third-party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - ii. the third-party data controller becomes a signatory to these clauses, or another data transfer agreement approved by a competent authority in the EU, or
 - iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
 - iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer.

III. LIABILITY AND THIRD-PARTY RIGHTS

(a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e., damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third-party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

(b) The parties agree that a data subject shall have the right to enforce as a third-party beneficiary this clause and clauses: clause I (b) clause I(d) clause I.(e) , clause II.(a) clause II(c), clause II(d) clause II(e), clause II.(h), clause II(i), clause III(a), clause IV, clause VI.(d) and clause VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. LAW APPLICABLE TO THE CLAUSES

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II (h) which shall apply only if so, selected by the data importer under that clause.

V. RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE AUTHORITY

(a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.

(b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

(c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. TERMINATION

(a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

(b) In the event that:

i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to clause VI(a)

ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs.

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by VI(b)(i), VI(b)(ii), or VI(b)(v) above the data importer may also terminate these clauses.

(c) Either party may terminate these clauses if:

i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

(d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. VARIATION OF THESE CLAUSES

The parties may not modify these clauses except to update any information in Annex B , in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. DESCRIPTION OF THE TRANSFER

The details of the transfer and of the personal data are specified in. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e) The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject.

The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.

6. Sensitive data: The data importer shall take such additional measures (e.g., relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.

8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

(a) such decisions are made by the data importer in entering into or performing a contract with the data subject, and the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties. or where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER

DATA SUBJECT

The personal data transferred concern the categories of data subjects set out below:

- the learners given access to the IDL Application by you.
- the administrator, i.e., the teacher or parent, as the case maybe.
- Your staff dealing with us for the purposes of the IDL application.

PURPOSES OF THE TRANSFER(S)

The transfers are made for the purposes below:

- Receiving the Shared Personal Data from the IDL Application, storing, organising or otherwise filing the Shared Personal Data in order to enable the full functionality of the IDL Application and assist in delivering assistance to the Data Subject using the application.

CATEGORIES OF DATA

The personal data transferred concern the following categories of data;

- Identity details - name date of birth, age, gender, username or similar identifier
- Contact details -postal address, email address, telephone number.
- Technical details - internet protocol (IP) address, login data, device type and software version, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access the IDL Application.

RECIPIENTS

The personal data transferred may be disclosed to the following recipients or categories of recipients:

- Education
- Research

SPECIAL CATEGORY DATA

The personal data transferred concern the following categories of sensitive data:

- Personal data, which is on, which reveals, or which concerns health.

DATA PROTECTION REGISTRATION INFORMATION OF A DATA EXPORTER (WHERE APPLICABLE)

Where applicable the Data Protection registration of the Date Exporter is set out in Schedule 1 hereto.

ADDITIONAL USEFUL INFORMATION (STORAGE LIMITS AND OTHER RELEVANT INFORMATION)

N/A

Last Update: 13th August 2025

CONTACT POINTS FOR DATA PROTECTION ENQUIRIES The Contact Points for Data protection Enquiries for the Data Exporter and Data Importer is set out in Schedule 1.

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