

End User License Agreement (UK):

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

- a) 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 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.

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.

b) In this Agreement:

- i. words importing the singular include the plural and vice versa, words importing a gender include every gender.
- ii. a reference to 'writing' or 'written' includes email.
- iii. 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

- iv. 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'.
- v. 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;
- vi. 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
- vii. 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.

- a) 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

- a) 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.
- b) 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.
- c) You undertake that you will not, and you will procure that your Authorised Users will not:
 - i. 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;
 - ii. 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;
 - iii. 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;

- iv. disclose any part of the IDL Application to any third party, unless expressly permitted under this Agreement;
- v. change, modify, disassemble, decompile, unlock, reverse engineer or in any manner decode the IDL Application.
- vi. 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

- a) 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, or the accompanying Data Processing Agreement implemented between IDL and Licensee.
- b) 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.
- c) To the extent that you use the IDL Application to store or process Personal Data, you acknowledge that for the purposes of the UK GDPR, you are a Controller of Personal Data and that IDL may be a Controller and, in some cases, the Processor of the Personal Data.

5. INTELLECTUAL PROPERTY RIGHTS

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

6. TERM AND TERMINATION

- a) This Agreement will remain in full force and effect for the term of the rightfully obtained license or subscription period unless terminated earlier.
- b) 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.
- c) 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.
- d) 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.
- e) All provisions of this Agreement which by their express terms or nature are intended to survive will survive the termination of this Agreement.

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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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@IDLCloud

7. GENERAL DISCLAIMERS

- a) 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.
- b) 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.
- c) 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

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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

- a) 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

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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

- a) 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

- a) 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.
- b) 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

- a) 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.

13. ENGLISH LANGUAGE

- a) This Agreement is made in the English language.
- b) 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.
- c) 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

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.

The Nature of the processing will be collection, storage, organised filing, retrieval, use, disclosure by transmission, alignment and combination of the Shared Personal Data.

The Shared Personal Data was collected and will be processed for the following Purpose:

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.

The Duration of the Processing under this Agreement will be for the duration of this Agreement. IDL guarantees that no personal information will be kept than longer than is necessary to perform our obligations under 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:

- the learners given access to the IDL Application by you;
- the administrator, i.e., the teacher or parent, as the case maybe.

Data Processor Information

General Company Information:	
Organisation Name:	International Dyslexia Learning Solutions (IDL)
Mailing Address:	Ascentis House, Lancaster Business Park, 3 Mannin Way, Lancaster, LA1 3SW
Data Email Address:	data@idlsgroup.com
Legal Email Address:	legal@idlsgroup.com
Phone Number:	01524 580 665
Website:	Dyslexia and Dyscalculia Software Screening IDL (idlsgroup.com)
ICO Registration Number:	ZA761340

Data Protection Officer Information:	
Organisation Name:	The DPO Centre Ltd
Mailing Address:	50 Liverpool St, London EC2M 7PY
Contract Email Address:	advice@dpocentre.com
Phone Number:	020 3797 1289
Website:	Data Protection Services - Speak to an Expert DPO Centre