

END USER LICENSE AGREEMENT (UK)

Last Updated: 7th September 2026

Please read and understand this End User License Agreement (“EULA”). This Agreement governs the use of the IDL Application and associated services and has been updated to reflect the ongoing development, management and operation of the services provided through the **International Dyslexia Learning (IDL)** platform.

This License Agreement (“Agreement”) is entered into by and between:

Ascentis, an educational charity and awarding organisation incorporated in England and Wales (registered charity number 1129180), whose registered office is at **Ascentis House, Lancaster Business Park, 3 Mannin Way, Lancaster, LA1 3SW**, trading as **International Dyslexia Learning (IDL)** (referred to in this Agreement as “**IDL**”, “**Ascentis**”, “**we**”, “**our**” or “**us**”);

And

An entity engaged in educational activity (the “**Licensee**”, “**you**” or “**your**”).

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

By downloading the IDL Application, accessing the platform, clicking the “accept” button, creating user accounts, or otherwise permitting Authorised Users to use the IDL Application, the Licensee confirms that it has read, understood and agrees 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 its Authorised Users must cease using the IDL Application immediately.

1. DEFINITIONS AND INTERPRETATION

A) Definitions

The following definitions apply to this Agreement:

Applicable Law: means all applicable provisions of constitutions, laws, statutes, ordinances, rules, regulations, treaties, directives, codes of practice, licences, permits, approvals, orders or other legal requirements issued by a governmental or regulatory authority that are binding upon the parties or relevant

to this Agreement, as amended or replaced from time to time.

Appropriate Technical and Organisational Measures: means appropriate technical and organisational safeguards designed to protect Personal Data against unauthorised or unlawful processing, accidental loss, destruction, or damage, and which comply with the standards required under Data Protection Legislation.

Authorised Users: means students, pupils, learners, parents or guardians of learners, and teachers, instructors, administrators or other educational staff employed or engaged by the Licensee who have been authorised by the Licensee to access and use the IDL Application under this Agreement.

Controller or Data Controller: means the natural or legal person, public authority, agency, or other body which alone or jointly determines the purposes and means of processing Personal Data.

Data Protection Complaint: means any complaint, request, claim or investigation relating to the obligations of either party under Data Protection Legislation, including any compensation claim made by a Data Subject or any investigation, enquiry, notice or enforcement action undertaken by a supervisory authority such as the ICO.

Data Protection Legislation: means all applicable legislation protecting the rights and freedoms of individuals with regard to the processing of Personal Data including but not limited to:

- the UK General Data Protection Regulation ("UK GDPR");
- the Data Protection Act 2018;
- the Privacy and Electronic Communications Regulations;
- any successor legislation or equivalent laws relating to data protection or privacy.

Data Subject: means an identifiable natural person whose Personal Data is processed.

Data Subject Request: means a request made by a Data Subject to exercise their rights under Data Protection Legislation, including requests for access, rectification, erasure, restriction, portability or objection.

DPA 2018: means the Data Protection Act 2018 of the United Kingdom.

ICO: means the Information Commissioner's Office, the UK supervisory authority responsible for enforcing Data Protection Legislation.

IDL Application: means the cloud-based software platform known as **IDL (International Dyslexia Learning)** including any associated software, learning tools, screening systems, content libraries, analytics services, embedded applications, interfaces, mobile or desktop applications and any related services made available by Ascentis via the IDL platform.

Intellectual Property Rights (IPR): means all intellectual property rights of any kind, whether registered or unregistered, including patents, copyrights, trademarks, service marks, trade names, domain names, design rights, database rights, trade secrets, know-how and all similar rights anywhere in the world.

Personal Data: means any information relating to an identified or identifiable individual as defined under Data Protection Legislation.

Personal Data Breach: has the meaning set out under Data Protection Legislation.

Processing: means any operation performed on Personal Data including collection, storage, organisation, use, disclosure, transmission, analysis, or deletion.

Processor: means a person or organisation that processes Personal Data on behalf of a Controller.

Shared Personal Data: means Personal Data shared between the parties for the purposes of enabling use of the IDL Application and provision of related services.

Standard Contractual Clauses (SCCs): means the standard contractual clauses approved by the relevant regulatory authority for transfers of Personal Data to jurisdictions that do not provide an adequate level of protection.

UK GDPR: means the GDPR as incorporated into UK law by the European Union (Withdrawal) Act 2018.

B) Interpretation

In this Agreement:

- I. words importing the singular include the plural and vice versa.
- II. references to writing include electronic communications including email.
- III. references to legislation include amendments, replacements, or re-enactments of that legislation.
- IV. the words “include”, “including”, “in particular”, or similar expressions shall be interpreted as meaning without limitation.
- V. references to EU legal concepts shall, where appropriate, be interpreted as the closest equivalent under the laws of England and Wales.

2. LICENCE GRANT

In consideration of the payment of the applicable licence, subscription or service fees and the Licensee's agreement to comply with the terms of this Agreement, Ascentis grants to the Licensee a limited, non-exclusive, non-transferable and revocable licence to access and use the IDL Application and any associated documentation, content, software components and services made available through the platform.

The licence granted under this Agreement permits the Licensee and its authorised personnel to access and use the IDL Application solely during the applicable licence or subscription period and only for the number of authorised users, accounts or licences purchased or otherwise agreed between the parties.

The licence is granted solely for the purpose of enabling the Licensee and its Authorised Users to utilise the IDL Application for legitimate internal educational activities including, but not limited to:

- supporting literacy and numeracy learning;
- delivering structured educational programmes and interventions;
- learner screening, assessment and monitoring;
- teacher-led instruction and support;
- educational progress tracking and reporting; and
- related administrative and educational functions associated with the Licensee's educational activities.

The Licensee shall ensure that access to the IDL Application is restricted to Authorised Users and that all Authorised Users comply with the terms of this Agreement. The Licensee shall remain responsible for the acts and omissions of its Authorised Users as if they were its own.

The licence granted under this Agreement does not grant the Licensee any ownership rights in the IDL Application or in any associated software, content, algorithms, databases, documentation or intellectual property made available through the platform.

The Licensee shall not use the IDL Application for commercial exploitation, resale, redistribution, sublicensing or provision of services to third parties unless expressly authorised in writing by Ascentis.

Without limiting the foregoing, the Licensee shall not:

- permit access to the IDL Application by any person or organisation that is not an Authorised User;
- make the IDL Application available as part of any hosted service, managed service or service bureau arrangement;
- reproduce, duplicate or distribute the IDL Application except as expressly permitted under this Agreement; or
- use the IDL Application in a manner that competes with, or seeks to replicate, the services provided by Ascentis.

Ascentis reserves the right to monitor reasonable use of the IDL Application in order to ensure compliance with this Agreement, maintain the security and integrity of the platform, and prevent unauthorised use.

Nothing in this Agreement shall prevent Ascentis from developing, enhancing or providing services, software or educational tools that may be similar to or competitive with the Licensee's activities, provided that no confidential information of the Licensee is used in doing so.

3. LICENCE OBLIGATIONS AND RESTRICTIONS

a) The Licensee shall ensure that the IDL Application is used only by Authorised Users and only to the extent permitted by the number of licences or subscriptions obtained. The Licensee shall ensure that access to the IDL Application is restricted to individuals who require such access for legitimate educational or administrative purposes connected with the Licensee's organisation.

The Licensee shall not permit any unauthorised access to the IDL Application and shall take reasonable steps to ensure that login credentials and system access details are kept secure at all times.

b) The Licensee is responsible for managing user accounts and ensuring that all Authorised Users comply with this Agreement. The Licensee shall ensure that Authorised Users are informed of the relevant obligations contained within this Agreement and shall remain responsible for any acts or omissions of its Authorised Users when accessing or using the IDL Application.

The Licensee shall promptly remove or suspend access to the IDL Application for any Authorised User who no longer requires access or who is no longer associated with the Licensee.

c) The Licensee shall not, and shall ensure that Authorised Users do not:

- i. rent, lease, sublicense, loan, sell, assign or otherwise distribute the IDL Application to any third party;
- ii. copy, reproduce or duplicate the IDL Application or any part thereof except where expressly permitted under this Agreement or where required for legitimate system use;
- iii. modify, adapt, translate, alter or create derivative works based on the IDL Application or any associated software or documentation;
- iv. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or underlying algorithms of the IDL Application;
- v. use the IDL Application in connection with any service bureau, outsourcing arrangement, hosted service, or managed service environment without the prior written consent of Ascentis;
- vi. disclose, publish, distribute or otherwise make available the IDL Application or any part of it to any unauthorised third party;
- vii. attempt to bypass, disable or otherwise interfere with any technical safeguards, authentication measures or security protections implemented within the IDL Application;
- viii. introduce or transmit any viruses, malicious code, malware or other harmful software into the IDL Application or the systems supporting the platform;
- ix. attempt to gain unauthorised access to the IDL Application, its infrastructure, related systems, databases or other user accounts;
- x. use the IDL Application in a manner that could disrupt, impair or interfere with the operation, integrity or security of the platform;
- xi. remove, obscure or alter any copyright notices, trademarks or proprietary notices contained within the IDL Application;
- xii. use the IDL Application for any purpose that is unlawful, misleading, fraudulent or otherwise inconsistent with its intended educational use.

d) The Licensee shall comply with all applicable laws and regulations when using the IDL Application, including but not limited to laws relating to:

- data protection and privacy;

- safeguarding and protection of children and vulnerable individuals;
- intellectual property;
- export control regulations;
- information security and cybercrime.

e) The Licensee shall ensure that the use of the IDL Application within its organisation complies with all relevant safeguarding obligations, educational policies and regulatory requirements applicable to the use of digital learning platforms.

f) The Licensee shall promptly notify Ascentis if it becomes aware of:

- any unauthorised access to the IDL Application;
- any misuse of user credentials;
- any suspected breach of security affecting the platform.

g) Ascentis reserves the right to suspend or restrict access to the IDL Application where it reasonably believes that the Licensee or its Authorised Users have breached this Agreement or where such action is necessary to maintain the security, integrity or availability of the platform.

4. DATA PROTECTION

a) Both parties agree to comply with all applicable Data Protection Legislation, including but not limited to the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and any other applicable privacy or data protection laws.

The parties acknowledge that the IDL Application is operated by Ascentis trading as International Dyslexia Learning (IDL) and that Ascentis is the legal entity responsible for the operation of the platform and associated processing activities.

b) Personal Data processed through the IDL Application shall only be collected, used and processed for the purposes of providing, operating and administering the educational services and functionality made available through the platform, including learner support, educational assessment, user administration, service delivery, customer support and system security.

The parties shall ensure that Personal Data is processed fairly, lawfully and transparently and only for the specific purposes for which it was collected.

c) For the purposes of Data Protection Legislation:

- the Licensee will generally act as the Data Controller in relation to

Personal Data of learners, staff and other users uploaded or entered into the IDL Application; and

- Ascentis trading as International Dyslexia Learning (IDL) may act as either a Data Controller or Data Processor depending on the specific processing activity undertaken.

Where Ascentis processes Personal Data solely on behalf of the Licensee for the purposes of providing the IDL Application, Ascentis shall act as Data Processor. Where Ascentis determines the purposes and means of processing certain data in connection with operating, securing or improving the platform, Ascentis may act as an independent Data Controller.

d) Where required under Data Protection Legislation, the parties shall enter into a separate Data Processing Agreement (“DPA”) governing the processing of Personal Data by Ascentis on behalf of the Licensee. The Data Processing Agreement shall set out the nature, scope and duration of the processing activities and the obligations of each party.

The Licensee acknowledges that the Data Processing Agreement forms part of the contractual framework governing the use of the IDL Application and may be updated from time to time to reflect regulatory or operational requirements.

e) Each party shall implement and maintain appropriate technical and organisational measures designed to safeguard Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage.

Such measures may include, where appropriate:

- access control mechanisms and authentication procedures;
- encryption or secure transmission of data;
- system monitoring and logging;
- vulnerability management and security testing;
- secure hosting infrastructure and network protection measures.

Each party shall also take reasonable steps to ensure that personnel authorised to process Personal Data are subject to appropriate confidentiality obligations.

f) Where the IDL Application processes voice data or other biometric-related data as part of specific learning modules (for example phonics or speech-based assessment tools), the Licensee shall ensure that any required consent or lawful basis for processing is obtained in accordance with Data Protection Legislation before such data is collected or processed.

Where consent is relied upon as the lawful basis for processing voice data, such consent must be freely given, informed and capable of withdrawal, and appropriate information must be provided to the relevant data subjects.

g) Personal Data shall not be retained for longer than necessary for the purposes for which it was collected and processed. Where applicable, certain categories of information may be retained for longer periods in order to comply with legal or regulatory obligations, including financial, tax or audit requirements.

For example:

- payment and transaction data may be retained for up to seven (7) years in accordance with financial and taxation legislation;
- user account data may be retained for the duration of the Licensee's subscription and for a reasonable period thereafter to enable account management, dispute resolution or compliance with legal obligations.

h) In the event of a Personal Data Breach, the parties shall cooperate in good faith to investigate and mitigate the breach. Where required under Data Protection Legislation, the relevant party shall notify the appropriate supervisory authority and affected individuals within the applicable statutory timeframe.

i) Any queries relating to data protection or privacy matters in connection with the IDL Application may be directed to: legal@ascentis.co.uk or such alternative contact address as may be notified by Ascentis from time to time.

5. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in and to the IDL Application, including but not limited to the underlying software, platform architecture, source code, object code, algorithms, databases, user interfaces, learning content, assessment tools, documentation, design elements, graphics, trademarks, service marks, logos, and any related materials or updates provided through the platform, shall remain the exclusive property of Ascentis trading as International Dyslexia

Learning (IDL) or its licensors.

Nothing in this Agreement shall operate to transfer, assign or grant to the Licensee any ownership interest in the IDL Application or in any associated Intellectual Property Rights. The Licensee acknowledges that the licence granted under this Agreement provides only a limited right to access and use the IDL Application in accordance with the terms of this Agreement and does not confer any proprietary rights in the software or services.

The Licensee shall not remove, alter or obscure any copyright notices, trademarks, proprietary notices or branding appearing on or within the IDL Application or related materials.

Any suggestions, feedback, improvement ideas or recommendations provided by the Licensee or its Authorised Users regarding the IDL Application may be used by Ascentis without restriction or obligation to the Licensee, and any Intellectual Property Rights arising from such improvements shall vest exclusively in Ascentis.

Nothing in this Agreement shall prevent Ascentis from developing, enhancing or marketing software, services or educational tools that are similar to or competitive with those used by the Licensee, provided that Ascentis does not use the Licensee's confidential information in doing so.

6. TERM AND TERMINATION

a) Term of Agreement

This Agreement shall commence on the date on which the Licensee first accepts the terms of this Agreement or first accesses or uses the IDL Application (whichever occurs first) and shall remain in full force and effect for the duration of the applicable licence or subscription period agreed between the parties, unless terminated earlier in accordance with the provisions of this Agreement.

Licences or subscriptions for the IDL Application are typically granted for a fixed licence or subscription period, as specified at the point of purchase or otherwise agreed between the parties.

b) Renewal and Continued Use

Unless otherwise agreed in writing, each licence or subscription for the IDL Application shall automatically renew at the end of the applicable licence or subscription period for a further period equivalent to the preceding licence or subscription period, unless the Licensee gives Ascentis written notice of cancellation before the applicable renewal date or within any cancellation period otherwise notified or agreed by Ascentis.

Where the Licensee has not validly cancelled the licence or subscription before the applicable renewal date, the licence or subscription shall automatically renew on that date, and the Licensee shall become liable for the applicable renewal fees at the prevailing pricing notified by Ascentis.

Renewal and the Licensee's obligation to pay the applicable renewal fees shall arise irrespective of whether the Licensee or any Authorised User accesses, logs into, actively uses or otherwise makes use of the IDL Application following the renewal date. Non-use of the IDL Application shall not constitute cancellation or termination of the licence or subscription and shall not relieve the Licensee of its obligation to pay the applicable renewal fees.

Following automatic renewal, Ascentis shall be entitled to issue an invoice for the applicable renewal fees, which shall be payable in accordance with the payment terms notified by Ascentis.

For the avoidance of doubt, a licence or subscription will only cease to renew where it has been cancelled in accordance with this Agreement or where Ascentis has otherwise agreed in writing that the licence or subscription will terminate.

c) Termination by Ascentis

Ascentis may terminate this Agreement immediately by written notice to the Licensee if the Licensee:

- breaches any material provision of this Agreement and, where such breach is capable of remedy, fails to remedy the breach within a reasonable period after receiving notice from Ascentis;
- fails to pay any licence, subscription or service fees when due;
- engages in misuse of the IDL Application, including unauthorised access, distribution, credential sharing, or use of the software contrary to this Agreement;
- uses the IDL Application in a manner that threatens the security, integrity or availability of the platform or the systems supporting it;
- attempts to gain unauthorised access to the IDL Application, associated infrastructure, other user accounts, or related systems;
- introduces malicious code, viruses, malware or other harmful material into the IDL Application or associated systems;
- uses the IDL Application for any unlawful purpose or in breach of any applicable laws or regulations;
- processes or uploads Personal Data through the IDL Application in a

manner that violates applicable **Data Protection Legislation** or safeguarding obligations;

- engages in behaviour that could expose Ascentis to legal, regulatory or reputational risk;
- becomes insolvent, enters into administration, liquidation or any similar insolvency or restructuring process, or ceases or threatens to cease carrying on its activities;
- provides false or misleading information when registering for or using the IDL Application.

Ascentis reserves the right, where reasonably necessary to protect the security, integrity or lawful operation of the IDL Application, to suspend access to the platform without prior notice while investigating suspected breaches of this Agreement.

Where reasonably practicable, Ascentis may provide the Licensee with written notice of the breach and a reasonable opportunity to remedy the issue before exercising its right of termination.

d) **Suspension of Access**

In addition to its right to terminate this Agreement, Ascentis reserves the right to suspend or restrict access to the IDL Application where it reasonably believes that the Licensee or its Authorised Users are in breach of this Agreement or where suspension is necessary to protect the security, integrity or operation of the platform.

Where reasonably practicable, Ascentis will notify the Licensee of the reason for the suspension and take reasonable steps to restore access once the issue has been resolved.

e) **Termination by the Licensee**

The Licensee may terminate this Agreement by providing written notice to Ascentis in accordance with the applicable licence or subscription terms.

Unless otherwise agreed in writing, termination by the Licensee shall take effect at the end of the current licence or subscription period.

f) **Cancellation and Refunds**

Licence and subscription fees paid for the IDL Application are generally **non-refundable**, except where required by law or where otherwise agreed by Ascentis in writing.

Where the Licensee cancels its licence or subscription prior to the expiry of the applicable licence period, the Licensee shall remain responsible for payment of any outstanding fees due for that period.

g) Effect of Termination

Upon termination or expiry of this Agreement for any reason:

- the licence granted under this Agreement shall immediately terminate;
- the Licensee and all Authorised Users must immediately cease accessing and using the IDL Application;
- the Licensee must delete or destroy any copies of associated software, documentation or materials in its possession or control; and
- the Licensee shall, upon reasonable request, confirm in writing that it has complied with these obligations.

h) Personal Data Following Termination

Upon termination or expiry of this Agreement, Personal Data processed through the IDL Application shall be handled in accordance with applicable Data Protection Legislation and the applicable Data Processing Agreement between the parties.

Where Ascentis acts as a Data Processor on behalf of the Licensee, Ascentis shall, at the request of the Licensee and subject to any legal or regulatory obligations requiring continued retention, securely delete or return Personal Data processed on behalf of the Licensee within a reasonable period following termination of the services.

Certain categories of information, including payment and financial records, may be retained for longer periods where required to comply with legal, accounting or regulatory obligations.

i) Survival

Termination of this Agreement shall not affect any rights, remedies or obligations that have accrued prior to termination.

Any provisions which by their nature are intended to survive termination, including but not limited to provisions relating to intellectual property, confidentiality, limitation of liability and data protection, shall continue in full force and effect following termination.

7. GENERAL DISCLAIMERS

The IDL Application is provided on an “as is” and “as available” basis. While Ascentis uses reasonable efforts to maintain the reliability, security and

functionality of the platform, Ascentis does not warrant or guarantee that the IDL Application will be error-free, uninterrupted, or available at all times.

The Licensee acknowledges that the availability of the IDL Application may be affected by factors outside the reasonable control of Ascentis, including but not limited to internet connectivity, hosting infrastructure, third-party service providers, software updates, system maintenance, or other technical issues.

Ascentis may from time to time carry out planned maintenance, upgrades or modifications to the IDL Application in order to improve functionality, security or performance. Where reasonably practicable, advance notice of scheduled maintenance may be provided, however Ascentis shall not be liable for temporary interruptions or limitations in service availability arising from such activities.

Ascentis will use reasonable skill and care in the provision and operation of the IDL Application. While reasonable care is taken in developing and maintaining the content, tools and functionality within the IDL Application, Ascentis does not guarantee any specific educational outcomes, learning results or improvements arising from the use of the platform. The IDL Application is intended to support educational activities and should not be relied upon as a substitute for professional educational judgement, teaching expertise or specialist intervention.

The Licensee and its Authorised Users remain responsible for determining the suitability of the IDL Application for their educational needs and for exercising appropriate professional judgement when using the platform and interpreting any outputs, reports or recommendations generated by the system.

To the fullest extent permitted by law, Ascentis disclaims all warranties, representations or conditions, whether express or implied, relating to the IDL Application, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or accuracy of content, except where such warranties cannot lawfully be excluded.

8. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Ascentis shall not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any indirect, incidental, special or consequential losses or damages arising out of or in connection with the use of, or inability to use, the IDL Application.

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.

Without limitation, this includes:

- loss of profits
- loss of revenue
- loss of business or business opportunities
- loss of anticipated savings
- loss of goodwill or reputation
- loss, corruption or damage to data
- interruption to business operations.

The Licensee acknowledges that the IDL Application has not been developed to meet the individual requirements of the Licensee and that it is the responsibility of the Licensee to determine whether the platform meets its needs and to ensure appropriate supervision and professional judgement when using the system.

Subject to the remainder of this clause, Ascentis' total aggregate liability arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total licence or subscription fees paid by the Licensee to Ascentis for the IDL Application during the twelve (12) months immediately preceding the event giving rise to the claim.

Nothing in this Agreement shall limit or exclude liability for:

- death or personal injury resulting from negligence;
- fraud or fraudulent misrepresentation;
- any liability that cannot lawfully be excluded or limited under 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.

Force Majeure: Ascentis shall not be liable for any failure or delay in the performance of its obligations under this Agreement where such failure or delay results from events beyond its reasonable control, including but not limited to acts of God, cyber attacks, internet or telecommunications failures, cloud infrastructure outages, natural disasters, industrial disputes, governmental actions or other similar events.

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

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.

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

This Agreement shall be governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

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 Ascentis trading as International Dyslexia Learning (IDL)

This Schedule describes the processing of Personal Data undertaken by Ascentis trading as International Dyslexia Learning (IDL) in connection with the operation, provision and support of the IDL Application under this Agreement.

1. Scope of the Processing

The processing covers all activities necessary for:

- the receipt, collection, input, storage, organisation and management of Shared Personal Data within the IDL Application;
- the delivery, support and administration of the services provided under this Agreement; and
- the operation, maintenance, improvement and security of the IDL platform and its associated educational tools.

Processing includes the transmission and retrieval of Personal Data within the platform infrastructure, the presentation of such data to Authorised Users, and the administration of accounts and system functionality.

2. Nature of the Processing

The processing activities carried out by Ascentis may include, without limitation:

- collection, input and recording of Personal Data submitted by the Licensee or Authorised Users;
- secure hosting, storage and back-up of Personal Data;
- organisation, indexing and structured filing of Personal Data within IDL systems;
- retrieval, display and consultation of Personal Data by authorised personnel and Authorised Users;
- use of Personal Data to deliver educational tools, assessments, interventions and system functionality;
- transmission of Personal Data within secure platform environments;
- monitoring of usage patterns and analysis of system performance;
- identification and resolution of technical issues, including diagnostics and troubleshooting;
- processing required to manage subscriptions, billing and account administration;
- generation of aggregated, anonymised or statistical information for

service improvement, research or reporting purposes.

Aggregated or anonymised data that does not identify an individual is not considered Personal Data for the purposes of Data Protection Legislation.

3. Purpose of the Processing

Personal Data is processed for the following purposes:

- to provide, operate, administer and support the IDL Application and its associated services;
- to facilitate learning support, assessment, progress tracking and educational interventions;
- to support teachers, learners, administrators, parents and other Authorised Users;
- to administer and manage user accounts, roles and access permissions;
- to verify identity where required for security, safeguarding or administrative purposes;
- to process subscription payments and manage contractual and billing relationships;
- to provide customer service, support and responses to enquiries or complaints;
- to notify the Licensee or Authorised Users of service updates, maintenance or changes to contractual terms;
- to ensure the security, availability, integrity and performance of the IDL Application;
- to carry out internal analytics, research and development to improve IDL products and services;
- to comply with applicable legal, regulatory, safeguarding or audit obligations.

Where the IDL Application includes voice-based learning modules or tools that process phonics, speech samples or other biometric-adjacent data, such data will be processed solely for educational and system-functionality purposes and in accordance with Data Protection Legislation.

4. Categories of Personal Data

Personal Data processed may include, but is not limited to:

- identifiers such as names, usernames and user IDs;
- dates of birth;

- contact information (where applicable);
- login credentials and authentication details;
- learner progress data, assessment scores, usage activity and engagement records;
- device information, IP addresses and technical usage data;
- voice data or phonics-related audio (where applicable modules are used);
- information relating to special educational needs or learning support requirements, where entered into the system by the Licensee.

Where special category data is processed (e.g., SEND-related information, voice data that may indicate characteristics), the Licensee is responsible for ensuring a valid lawful basis and meeting Article 9 UK GDPR requirements.

5. Categories of Data Subjects

Personal Data concerns the following categories of Data Subjects:

- learners (including children);
- teachers, teaching assistants and other educational staff;
- school or organisational administrators;
- parents or guardians (where involved as Authorised Users).

6. Duration of the Processing

Processing will continue for the duration of this Agreement and for any additional period necessary:

- to provide the services;
- to comply with legal, regulatory or safeguarding obligations; or
- to resolve disputes or complete account-closure procedures.

Personal Data will not be retained longer than necessary. Retention periods may vary depending on the type of data and legal requirements. For example, financial and transactional information may be retained for up to seven (7) years to comply with accounting and taxation legislation.

Where Ascentis acts as a Data Processor, Personal Data will be securely deleted or returned to the Licensee following termination, subject to legal retention obligations.

7. International Transfers

Ascentis will not transfer Personal Data outside the United Kingdom unless such transfer

complies with Data Protection Legislation, including (where applicable):

- adequacy regulations;
- the UK International Data Transfer Agreement (IDTA);
- the UK Addendum to EU Standard Contractual Clauses; or
- other legally recognised transfer mechanisms.

8. Data Security and Integrity

Ascentis shall implement appropriate technical and organisational measures designed to ensure the confidentiality, integrity and availability of Personal Data.

These measures may include:

- role-based access control and strong authentication;
- encrypted transmission of data and secure hosting infrastructure;
- network segmentation, firewalls and intrusion detection measures;
- continuous monitoring, auditing and system logging;
- vulnerability management, penetration testing and security reviews;
- staff confidentiality obligations and access-limitation protocols.

Access to Personal Data is limited to authorised personnel and Authorised Users who require access to fulfil their duties in connection with the IDL Application.

General Company Information

Field	Details
Organisation Name:	Ascentis (trading as International Dyslexia Learning – IDL)
Mailing Address:	Ascentis House, Lancaster Business Park, 3 Mannin Way, Lancaster, LA1 3SW
Data Email Address:	data@ascentis.co.uk
Legal Email Address:	legal@ascentis.co.uk
Phone Number:	01524 580 665
Website:	https://www.ascentis.co.uk / https://idlsigroup.com
ICO Registration Number:	ZA761340

Data Protection Officer Information

Field	Details
Organisation Name:	The DPO Centre Ltd
Mailing Address:	50 Liverpool St, London EC2M 7PY
Contact Email Address:	advice@dpocentre.com
Phone Number:	020 3797 1289
Website:	https://www.dpocentre.com