Licence Agreement

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Licence Agreement (the "**Agreement**").

(a) **Application:** means the Application who is provided with access to use the Services and Documentation by MyLogin solely for the purpose of providing services and/or products to its Confirmed School Customers.

(b) **Authorised Users:** means any employee or agent of the Application authorised by the Application in accordance with this Agreement to access and use the MyLogin Software.

(c) **Authorised User Account**: an individual account linked to the MyLogin Software, established by an Authorised User for use of the Services.

(d) **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

(e) **Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 12.1.

(f) **Confirmed School Customer:** means schools, or other customer organisations that have agreed to use the services and/or products of the Application from time to time.

(g) **Data Protection Legislation**: means, as applicable the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003; any other applicable law relating to the processing, privacy and/or use of Personal Data, any laws which implement or supplement any such laws and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

(h) **Digital Environment**: means third party providers of any software that is used by the Confirmed School Customer for the purpose of managing its digital workspace and with which the Confirmed School Customer shares data with an Application using the MyLogin Software.

(i) **Documentation:** any documentation or information made available to the Application by MyLogin whether digitally or physically (including but not limited any such information provided online) which sets out a description of the Services and the user instructions for the Services and MyLogin Software, including support and help documents.

(j) **Educational Establishments:** means Schools or other educational establishments which engage both MyLogin and the Application to provide services and/or software applications or related products.

(k) **Effective Date:** the date of this Agreement.

(l) **Fees:** the Fees (if any) payable by the Application to MyLogin.

(m) **Initial Term:** the initial term of this Agreement which shall be 12 months from the Effective Date (unless a different length term is otherwise agreed in writing between the parties).

(n) **Insolvency Event**: any one or more of the following events in any jurisdiction in relation to a party: making an application for a Company Voluntary Arrangement or Individual Voluntary Arrangement; the filing of a bankruptcy petition; the filing of a petition, making of an application, or passing of a resolution for the winding up of the party or for the appointment of an administrator, liquidator, receiver or trustee in bankruptcy of that party; the taking of any steps by any person to enforce any security over the assets of the party; any event analogous or which has an effect equivalent or similar to any of the foregoing.

(o) **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and rights in 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.

(p) **Information**: the document or information (including any such information issued via the MyLogin platform or email or any other method used by MyLogin from time to time) issued by MyLogin to the Application, and agreed by the Application (such agreement will include the Application's continued use of the related Services), detailing the scope of Services, Support Fees and/or Subscription Fees (if applicable), and other matters.

(q) **Live Date**: the date upon which the Application is to have access to the MyLogin Software and Services, from the date of successfully registering to use the Platform or otherwise agreed between MyLogin and the Application.

(r) **MyLogin:** Wonde Limited trading as MyLogin, a company incorporated in England and Wales with registered company number 14160647.

(s) **MyLogin Device:** the IDP functionality of MyLogin.

(t) **Renewal Period:** the period described in clause 14.1.

(u) **Services:** means all services and MyLogin Software provided by MyLogin (including MyLogin Lite and/or MyLogin Device) to the Application in accordance with the terms of this Agreement including (i) the provision of the MyLogin Software to facilitate the Application's integration and communication with its Confirmed School Customers; and (iii) to the extent relevant, any related support services expressly provided for by MyLogin to the Application from time to time in accordance with the terms of this Agreement.

(v) **MyLogin Software:** the online software applications provided by MyLogin (including MyLogin Lite and MyLogin Device) as part of the Services, with the functionality as described in the Information and Documentation.

(w) **MyLogin Lite:** the single sign-on product of the MyLogin Software.

(x) **School Data:** the data inputted by the Confirmed School Customer, or MyLogin on the Confirmed School Customer's behalf.

(y) **Support Services:** any support services for the Services or MyLogin Software (if any) provided to an Application by MyLogin.

(z) **Term:** has the meaning given in clause 14.1 (being the Initial Term together with any subsequent Renewal Period(s)).

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

1.2   A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.3   A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4   Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5   A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.

1.6   A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

1.7   A reference to **writing** or **written** includes email or through our platform but not fax.

1.8   Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2.   LICENCE

2.1   Subject to the Application's compliance with the terms of this Agreement, MyLogin hereby grants to the Application a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Application to use the MyLogin Services and Software solely for the purpose of providing services and/or products to its Confirmed School Customers.

2.2   In relation to the Authorised Users, the Application undertakes that:

(a)   it will not allow or suffer an Authorised User Account to be used by more than one individual Authorised User; and

(b)   each Authorised User shall keep a secure password for their Authorised User Account.

2.3   The Application shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, discriminatory, obscene, infringing, harassing or racially or ethnically offensive, or otherwise illegal or causes damage or injury to any person or property.

2.4   The Application shall not:

(a)   use the Services, MyLogin Software and/or Documentation to provide services to third parties (other than students and parents of students of a Confirmed School Customer); or

(b)   license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, MyLogin Software and/or Documentation available to any third party except the Authorised Users, or

(c)   attempt to obtain, or assist third parties in obtaining, access to the Services, MyLogin Software and/or Documentation, other than as provided under this clause 2; or

(d) introduce or permit the introduction of, any Virus or other vulnerability into MyLogin's network and information systems.

2.5 The Application shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, MyLogin Software and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify MyLogin.

2.6 The rights provided under this clause 2 are granted to the Application only, and shall not be considered granted to any subsidiary or holding company of the Application, except where expressly agreed in writing by MyLogin.

3. SERVICES

3.1 MyLogin shall, during the Term, provide the Services and MyLogin Software to the Application on and subject to the terms of this Agreement.

3.2 MyLogin shall use reasonable endeavours to provide the Application with Support Services in accordance as set out in this Agreement. MyLogin may update any Support Services from time to time at its discretion.

4. DATA PROTECTION

4.1 Both parties shall, and the Application shall procure that any Authorised Users shall, observe all their obligations under the Data Protection Legislation, which arise in connection with the performance of this Agreement.

4.2 Both parties shall perform their obligations under this Agreement in such a way as to ensure that it does not cause the other party to breach any of its applicable obligations under the Data Protection Legislation.

4.3 The Application acknowledges that MyLogin shall operate as a Data Processor, as defined within UK Data Protection Legislation, on behalf of the School Data and work on behalf of the School. MyLogin shall ensure that it enters into a Data Processing Agreement with the School.

4.4 The Application shall ensure that it enters into an appropriate data protection relationship with its Confirmed School Customers.

4.5   MyLogin's privacy notice (as amended from time to time) applies to personal data collected by MyLogin.

5.   INFORMATION SECURITY

5.1   Both parties agree to maintain effective information security policies and procedures that include administrative, technical and physical safeguards designed to:

(a)   ensure the security and confidentiality of any School Data and Confidential Information;

(b)   protect against anticipated threats or hazards to the security or integrity of such School Data and Confidential Information; and

(c)   protect against unauthorised access or use of such School Data and Confidential Information.

5.2   To the extent that it is permitted in accordance with this Agreement, the Licensee shall also ensure that any person associated with the Licensee who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Licensee in this Agreement (**"Relevant Terms"**). The Licensee shall in all circumstances be responsible for the observance and performance by such persons of the Relevant Terms and shall in all circumstances be directly liable to Wonde for any breach by such persons of any of the Relevant Terms howsoever arising.

5.3   The Licensee acknowledges that the Licensee and Wonde have respective separate relationships with Schools. In the event of any suspected Data Security Breach, Wonde may be required to assist in any investigation which may involve Wonde confirming to various relevant parties (including but not limited to the MIS and relevant School) the identity of the Licensee and the scope of School Data Sets which have been extracted from any School via its MIS to the Licensee. This Agreement does not prevent Wonde from disclosing such information if required to do so to any such School or MIS or relevant third party.

6.   DIGITAL ENVIRONMENTS

6.1   The Services allow the Application to connect with, and share data with a Confirmed School Customer.

6.2   MyLogin makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the

content or use of, or correspondence with, a Digital Environment. MyLogin does not endorse or approve any Digital Environment which can be connected to via the Services.

6.3   Any contract entered into with a Digital Environment, and any transaction completed via any Digital Environment, is between the Confirmed School Customer and the relevant third party, and not MyLogin.

6.4   The Application must ensure that any Digital Environment to which data is transferred using the Services is appropriate for the Confirmed School Customer's needs. The Application is responsible for conducting its own due diligence on the data protection status and processes of each Digital Environment and its provider with whom the Customer shares data using the Services. MyLogin does not carry out any checks on the data protection procedures, suitability, or compliance to the Data Protection Legislation, of any Digital Environment and/or their providers.

6.5   The Application is responsible for ensuring it only connects with Confirmed School Customer in respect of which it has a written contract, including relevant data protection agreements, even where that Digital Environment is shown as accessible via MyLogin.

7.   **MYLOGIN OBLIGATIONS**

7.1   MyLogin undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

7.2   The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to MyLogin's instructions, or modification or alteration of the Services by any party other than MyLogin or MyLogin's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, MyLogin will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Application with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Application's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

7.3   MyLogin:

(a) does not warrant that:

    (i) the Application's use of the Services will be uninterrupted or error-free;

    (ii) that the Services, Documentation and/or the information obtained by the Application through the Services will meet the Application's requirements; or

    (iii) the Software or the Services will be free from vulnerabilities or Viruses;

    (iv) the information contained in the Software or Documentation is accurate, up to date or complete;

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Application acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.4 This Agreement shall not prevent MyLogin from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

7.5 MyLogin warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

7.6 MyLogin shall follow its archiving procedures for Application Data and any such procedure may be amended by MyLogin at its sole discretion from time to time. In the event of any loss or damage to Application Data, the Application's sole and exclusive remedy against MyLogin shall be for MyLogin to use reasonable commercial endeavours to restore the lost or damaged Application Data from the latest back-up of such Application Data maintained by MyLogin in accordance with its archiving procedure as at such time. MyLogin shall not be responsible for any loss, destruction, alteration or disclosure of Application Data caused by any third party (except those third parties sub-contracted by MyLogin to perform services related to

Application Data maintenance and back-up for which it shall remain fully liable).

8. APPLICATION'S OBLIGATIONS

8.1 The Application shall:

(a) provide MyLogin with:

(i) all necessary co-operation in relation to this Agreement; and

(ii) all necessary access to such information as may be required by MyLogin;

in order to provide the Services, including but not limited to School Data, security access information and configuration services;

(b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;

(c) carry out all other Application responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Application's provision of such assistance as agreed by the parties, MyLogin may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) comply with, and ensure that the Authorised Users comply with, any terms of use for the MyLogin website or MyLogin Software applicable from time to time;

(e) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

(f) obtain and shall maintain all necessary licences, consents, and permissions necessary for MyLogin, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

(g) ensure that its network and systems comply with the relevant specifications provided by MyLogin from time to time; and

(h)   to the extent permitted by law and except as otherwise expressly provided in this Agreement, be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to MyLogin's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Application's network connections or telecommunications links or caused by the internet.

8.2   The Application shall own all right, title and interest in and to all of the Application Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Application Data.

8.3   The Application shall defend, indemnify and hold harmless MyLogin against claims, actions, proceedings, losses, liabilities, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Application's breach of this Agreement or use of the Services and/or Documentation in breach of this Agreement.

9.   MAINTENANCE AND SUPPORT

9.1   MyLogin shall use its commercially reasonable efforts to provide Support Services during the Support Hours.

9.2   Subject to clause 9.3, MyLogin will provide to the Application any Maintenance Releases generally made commercially available by MyLogin in the use of the MyLogin Software. The Application agrees that it shall install all Maintenance Releases upon release.

9.3   MyLogin is under no obligation to provide Maintenance Releases perpetually in respect of the MyLogin Software and any such Maintenance Releases are limited to the duration of this Agreement.

9.4   MyLogin shall provide its standard Support Services during the Support Hours which shall be given at MyLogin's discretion by way of telephone, email, remote assistance and/or self-help online support.

9.5   MyLogin will supply its Maintenance and Support Services in accordance with the attached Service Level Agreement at Schedule 1. The Support Services do not include any assistance towards any hardware, third party software or other equipment which the Application may use to connect with the MyLogin Software.

9.6   MyLogin shall not be in breach of its obligations in the Service Level Agreement or this Agreement in the event the Application experiences a disrupted service as a consequence of a Confirmed School Customer, MIS or Digital Environment not maintaining its integration with MyLogin for any reason.

9.7   MyLogin shall use reasonable endeavours to give the Application reasonable notice of any Maintenance Releases and shall use its commercially reasonable efforts to ensure that any Maintenance Releases:

(a)   cause a minimum disruption to the Application and its Confirmed School Customers; and

(b)   if practicable does not occur during UK School hours.

9.8   The Application agrees to complete all required onboarding steps with Mylogin as notified by MyLogin from time to time.

10.   CHARGES AND PAYMENT

10.1   The Application shall pay the Fees (if any) to MyLogin as follows (unless agreed otherwise in the Information or in writing between MyLogin and the Application):

(a)   the Fees shall be due on the later of the Live Date and the date at which MyLogin notifies the Application that they are liable for the Fees. MyLogin shall not be required to make the full Services available unless and until the Fees have been paid. The Fees will relate to a 12 month period commencing at the date at which the Application becomes liable for such amount;

(b)   MyLogin shall issue an invoice for the Fees for each Renewal Period not more than 3 months before the commencement for that Renewal Period, and the Fees shall be payable within 14 days of the date of the invoice; and

(c)   all other Fees shall be due within 14 days of the date of an invoice from MyLogin.

10.2   MyLogin may vary the Fees for each Renewal Period by giving the Application not less than 3 months notice of the variation, unless agreed otherwise in the Information. Upon receipt of such notice, the Application shall be entitled to object to the variation by giving a notice in writing within 10 Business Days of receipt of the notice of variation. Where the Application gives such notice, the variation shall not apply, and this Agreement shall continue on the existing

terms for the then Initial Term or Renewal Period but in this scenario, MyLogin shall be entitled to terminate this Agreement to take effect at the expiry of the next occurring Initial Term or Renewal Period (whichever applicable) notwithstanding the clause 10.1(b) requirement for 3 months' notice.

10.3   If MyLogin has not received payment of the relevant Subscription Fees by the due date, without prejudice to any other rights and remedies of MyLogin:

(a)   MyLogin may, without liability to the Application, disable the Applications' and its Authorised Users' password, account and access to all or part of the Services and MyLogin shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b)   interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the Bank of England base rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

10.4   All amounts and Fees stated or referred to in this Agreement:

(a)   shall be payable in pounds sterling;

(b)   are, subject to clause 10.3(b), non-cancellable and non-refundable; and

(c)   are exclusive of value added tax, which shall be added to MyLogin's invoice(s) at the appropriate rate.

10.5   MyLogin may on an annual basis with effect from each anniversary of the Effective Date increase the Fees in line with the Consumer Price Index in the preceding 12-month period.

11.   PROPRIETARY RIGHTS

11.1   The Application acknowledges and agrees that MyLogin and/or its licensors own all Intellectual Property Rights in the Services, MyLogin Software and the Documentation. Except as expressly stated herein, this Agreement does not grant the Application any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

11.2   The Application shall not:

(a)   except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

(i)   attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the MyLogin Software and/or Documentation (as applicable) in any form or media or by any means; or

(ii)   attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the MyLogin Software; or

(b)   access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

11.3   MyLogin confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

11.4   The Application shall at all times have sufficient authority and consents to act or make decisions on behalf of any school (or any other relevant organisation) including but not limited to in respect of processing or transferring any personal data or in respect of any purchasing commitments.

12.   CONFIDENTIALITY

12.1   Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, assets, affairs, staff, students, Authorised Users, School Data, clients or suppliers of the other party, except as permitted by Clause 12.2.

12.2   Each party may disclose the other party's confidential information:

(a)   to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or

carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 12; and

(b)   as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. However, the disclosing party must promptly notify the other party of such disclosure requirement.

12.3   No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

13.   LIMITATION OF LIABILITY

13.1   Except as expressly and specifically provided in this Agreement:

(a)   the Application assumes sole responsibility for use of the Services and the Documentation, and the processing of or transfer of School Data to third parties including but not limited to any Digital Environment by the use of the Services. MyLogin shall have no liability for any damage caused by:

(i)   the Applications' use of the Services;

(ii)   any transfer of School Data using the Services, including any actual or alleged infringement of applicable data protection laws relating to sharing of School Data with a Digital Environment;

(iii)   errors or omissions in any information, instructions or scripts provided to MyLogin by the Application in connection with the Services (including errors in School Data);

(iv)   any actions taken by MyLogin at the Application's direction;

(v)   any errors or omissions in any information contained within the Documentation or the MyLogin Software;

(b)   all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law

are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

(c)   the Services and the Documentation are provided to the Application on an "as is" basis.

13.2   Nothing in this Agreement excludes the liability of MyLogin:

(a)   for death or personal injury caused by MyLogin's negligence; or

(b)   for fraud or fraudulent misrepresentation.

13.3   Subject to clause 11.1 and clause 11.2:

(a)   MyLogin shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:

(i)   direct losses comprising loss of profits, loss of business, loss of expenses, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss; or

(ii)   for any special, indirect or consequential loss, costs, damages, charges or expenses,

in each case however arising under this Agreement or in connection with the provision of the Services; and

(b)   MyLogin's total aggregate liability in contract (including in respect of any indemnity given in this agreement), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid by the Application during the 12 months immediately preceding the date on which the claim arose.

13.4   The Application acknowledges that in order to use MyLogin according to the Application's requirements, MyLogin is required to integrate with external third party provider software which is not distributed by MyLogin as part of this Agreement. The Application acknowledges that where such integration takes place, MyLogin shall not be responsible or liable for any damages arising from any disruptions or service problems to the extent caused by any

MIS or other party's services which may affect this Agreement. Further, Wonde shall have no liability for any loss whatsoever in respect of any corruption of, deletion of, loss of, technical failure, or other damage to any School Data caused by any other party including but not limited to any School, any MIS, any School staff member or any students or the Licensee.

13.5   The Application agrees the limitations of liability in this clause 13 are reasonable.

13.6   Nothing in this Agreement excludes the liability of the Application for any breach, infringement or misappropriation of MyLogin's Intellectual Property Rights.

14.   TERM AND TERMINATION

14.1   This Agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Term and, thereafter, this Agreement shall automatically renew for successive periods of 12 months and such renewal period will commence either at the expiry of the Initial Term or, in accordance with clause 14.2, at the date at which the Application becomes liable for Fees (if applicable) (each a **Renewal Period**), unless:

(a)   either party notifies the other party of termination, in writing, at least 3 months before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or

(b)   otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Term together with any subsequent Renewal Periods shall constitute the **Term**.

14.2   In accordance with clause 10, and as applicable, if the Application becomes liable for Fees either during the Initial Term or any subsequent Renewal Period then at such point, unless a new licence agreement is entered into between the parties, the Renewal Period will restart its 12 month period at such point notwithstanding if it is part way through such Initial Term or Renewal Period (whichever is relevant at that date).

14.3   Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a)   the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 Business Days after being notified in writing to make such payment;

(b)   the Application makes any use of the MyLogin Software outside the rights granted under this Agreement;

(c)   the other party commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(d)   the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(e)   the other party is subject to an Insolvency Event; or

(f)   the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.4   For the purposes of clause 14.3(c), a **material breach** shall include any breach of clause 11.2 (*Proprietary Rights*).

14.5   On termination of this Agreement for any reason:

(a)   all rights and licences granted under this Agreement shall immediately terminate and the Application shall immediately cease all use of the Services and/or the Documentation;

(b)   as applicable the Application shall immediately pay to MyLogin all amounts due to MyLogin under this Agreement;

(c)   the Application shall immediately delete all copies of the MyLogin Software in its possession, custody or control.

(d) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; and

(e) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. FORCE MAJEURE

15.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (provided that this shall not apply to any obligation of the Application to pay the Fees (if any) or other sums due under this Agreement). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.

16. GENERAL

16.1 **Authority**: the Application shall ensure that any person approving this Agreement or any other document or terms relating to the Services, has authority to enter into the Agreement, document or terms on behalf of the Application. MyLogin is entitled to rely upon such person having sufficient authority to bind the Application, and shall not be required to otherwise confirm or validate the authority of any such person.

16.2 **Conflict**: If there is an inconsistency between any of the provisions in this Agreement and the Information, the provisions in the Information shall prevail.

16.3 **Variation**:

(a) Subject to clause (b), no variation of this Agreement shall be effective unless it is in writing and agreed by the parties (or their authorised representatives).

(b) MyLogin may vary the terms of this Agreement at any time by giving not less than 1 months' notice to the Application. Upon

receipt of such notice, the Application shall be entitled to object to the variation by giving a notice in writing within 10 Business Days of receipt of the notice of variation. Where the Application gives such notice, the variation shall not apply, and this Agreement shall continue on the existing terms for the then current Initial Term or Renewal Period (unless agreed otherwise in writing between MyLogin and the Application).

16.4 **Waiver**

(a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

16.5 **Severance:** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

16.6 **Entire agreement**

(a) This Agreement, and the other agreements referred to in it, constitute the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

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

(c) Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

(d)   Nothing in this clause shall limit or exclude any liability for fraud.

16.7   **Assignment**

(a)   Except as set out in clause (b) below, neither the Application nor MyLogin shall, without the prior written consent of the other, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

(b)   MyLogin may at any time assign, transfer, charge, novate, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement to any member of its Group. For these purposes, **Group** shall mean any subsidiary undertaking of Wonde, parent undertaking of Wonde Ltd, or subsidiary undertaking of such parent undertaking (as those terms are defined in s1161 & 1162 Companies Act 2006).

16.8   **No partnership or agency:** Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other.

16.9   **Third party rights:** This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

16.10   **Notices**

(a)   Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

(i)   delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company or corporate body) or its principal place of business (in any other case); or

(ii)   sent by email to the addresses for service given by a party to the other from time to time.

(b)   Any notice shall be deemed to have been received:

(i)   if delivered by hand, at the time the notice is left at the proper address;

(ii)   if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(iii)   if sent by email, at the time of transmission.

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

16.11   Governing Law and Jurisdiction

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

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

SCHEDULE 1 – SERVICE LEVEL AGREEMENT

This SLA forms part of and refers to the Agreement between MyLogin and the Application as referred to at the beginning of the Agreement.

1. Introduction

This SLA describes the support and service commitment to be provided by MyLogin for the duration of this Agreement.

2. Definitions

The following definitions and rules of interpretation apply in this SLA and, for the avoidance of doubt, definitions in the Agreement shall have the same meaning when used in this SLA unless the context requires otherwise.

Commercially Reasonable Efforts: the same degree of priority and diligence with which MyLogin uses to make MyLogin available and to meet the support needs of its other similar customers.

Downtime or Downtime Incident: the period of time during which MyLogin is itself wholly unavailable to the Application, including Maintenance occurring outside of Maintenance Hours for which less than 24 hours' notice was provided. However, Downtime shall not include: 1. Scheduled Maintenance; 2. factors outside of MyLogin's control, including any Force Majeure Events; 3. failures of the internet; 4. acts or omissions of the Application and its Authorised Users; 5. any errors or failings by the School or MIS; 6. Failures or downtime of a third party including but not limited to Microsoft or Google or any other Digital Environment (as defined in the MyLogin Licence Agreement), and 7. enforcement of any Applicable Laws.

Fault: any failure of MyLogin to operate in all material respects in accordance with this SLA or the Agreement to the extent MyLogin solely caused such fault.

Help Desk Support: any support provided by help desk technicians to identify and resolve most support issues relating to MyLogin.

Higher-level Support: any higher-level support provided by an individual within MyLogin.

Maintenance: means scheduled Downtime of MyLogin, as announced by MyLogin by way of advance notice.

Maintenance Hours: means hours outside of business hours to the extent that this is reasonably practicable for MyLogin considering all facts and circumstances of any such maintenance needs.

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which MyLogin was in Downtime. Monthly Uptime Percentage measurements exclude Downtime resulting directly or indirectly from any Supplier SLA exclusion.

Optional Services: either of the following services:

(a)   any services provided by MyLogin in connection with any apparent problem regarding MyLogin reasonably determined by MyLogin not to have been caused by a Fault, but rather by the Application or a cause outside MyLogin's control (including any investigational work resulting in such a determination); or

(b)   any Higher-level Support provided in the circumstances specified below.

Scheduled Maintenance: planned outages, either suspending service in full or in part, which MyLogin will endeavour to announce at least 5 days in advance, and in any case will announce no later than 24 hours in advance, which will not exceed a reasonable time for the required maintenance, and where reasonably practicable during the Maintenance Hours.

Service Commitment: has the meaning set out in paragraph 5.1 below.

Service Credit: means a credit denominated in £GBP, calculated as set out below, that MyLogin may credit back to the Application.

Solution: either of the following outcomes:

(a)   correction of a Fault; or

(b)   a workaround in relation to a Fault (including a reversal of any changes to MyLogin if deemed appropriate by MyLogin) that is reasonably acceptable to the Application.

Support Request: an electronic request made by the Application in the form of a ticket request submitted to the MyLogin support team using the processes

outlined in this SLA (or as notified from MyLogin to the Application from time to time) for support in relation to MyLogin, including correction of a Fault.

Support Services: maintenance of the then-current version or release of MyLogin, including Help Desk Support and Higher-level Support, but excluding any out-of-scope services.

Unscheduled Maintenance: means any urgent maintenance or repair work carried out by MyLogin on MyLogin or related software at any short notice to address critical issues that may arise from time to time.

Uptime: as calculated in accordance with this SLA.

3. SLA Effective Date

3.1.   This SLA will be effective from the date of the Agreement and shall terminate without notice upon the termination or expiry of the Agreement.

4. Support Services

4.1.   Any Higher-Level Support requested by the Application and provided by an individual whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request shall be deemed an Optional Service payable by the Application.

4.2.   MyLogin may reasonably determine that any services are Optional Services. If MyLogin makes any such determination, it shall promptly notify the Application of that determination and the Application shall pay MyLogin for any Optional Services.

4.3.   The Application acknowledges that MyLogin is not obliged to provide Optional Services.

5. Service Commitments and Service Credits

5.1.   MyLogin will use Commercially Reasonable Efforts to enable MyLogin to have a Monthly Uptime Percentage of at least 99.0% during any Billing Cycle (the **"Service Commitment"**). In the event that the Monthly Uptime Percentage falls below this standard, the Application can apply for a Service Credit.

5.2.   Service Credits are calculated as a percentage of the total Fees paid by the Application (excluding one-time payments, for example, for bespoke training) for the monthly billing cycle in which the Downtime or Downtime Incident occurred in accordance with the schedule below:

5.2.1. For Monthly Uptime Percentage less than 99.0% but equal to or greater than 98.5%, the Application will be eligible for a 2% Service Credit.

5.2.2. For Monthly Uptime Percentage less than 98.5%, the Application will be eligible for a 3% Service Credit.

5.2.3. MyLogin will apply any Service Credits only against future payments for the Services otherwise due from the Application. A Service Credit will be applicable and issued only if the credit amount for the applicable Billing Cycle is greater than one pound (£1 GBP). Service Credits may not be transferred or applied to any other third party. For the avoidance of doubt, MyLogin shall not in any circumstances be obliged to pay any money or make any refund to the Application.

5.3. As part of the Support Services, MyLogin shall:

5.3.1. provide Help Desk Support by means of the following telephone number 01638 438094 and e-mail address support@thewonde.com;

5.3.2. commit appropriate resources to the provision of Higher-Level Support;

5.3.3. provide Higher-Level Support where Help Desk Support is not provided within the relevant response time;

5.3.4. use Commercially Reasonable Efforts to correct all Faults notified correctly pursuant to this SLA; and

5.3.5. provide technical support for MyLogin where it is appropriate to do so.

6. Credit Requests and Payment Procedures

6.1. To receive a Service Credit, the Application must submit a claim by emailing support@wonde.com. To be eligible, the credit request must be received by MyLogin by the end of the second billing cycle after which the incident occurred and must include:

6.1.1. the words "SLA Credit Request" in the subject line;

6.1.2. the dates and times of each Downtime Incident being claimed;

6.1.3. the account handle(s); and

6.1.4. logs that document the errors and corroborate any claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

6.2. If the Monthly Uptime Percentage of such a request is confirmed by MyLogin and is less than the Service Commitment, then MyLogin will issue the Service Credit to the Application within one Billing Cycle following the month in which the request is confirmed by MyLogin. the Application's failure to provide the request and other information as required above will disqualify it from receiving a Service Credits.

6.3. Service Credits are the sole and exclusive remedy for MyLogin's failure to meet its Monthly Uptime Percentage guarantee and no other or additional types of damages can be claimed, including breach of warranty, non-performance, or other failure by MyLogin to provide MyLogin or any other remedy being sought.

7. Supplier SLA Exclusions

7.1. The Service Commitment does not apply to any unavailability, suspension or termination of MyLogin that is exempt from Downtime, or any other performance issues including the following.

    7.1.1. any suspension to the Agreement;

    7.1.2. any UnScheduled Maintenance;

    7.1.3. issues caused by factors outside of MyLogin's reasonable control, including any Force Majeure Event; or

    7.1.4. problems beyond the demarcation point of the MyLogin network (including internet or network issues due to circumstances beyond MyLogin's reasonable control);

    7.1.5. any updates or maintenance related service in respect of a school or MIS;

    7.1.6. that result from a third party system, software or network including but not limited to Google, Microsoft or any other Digital Environment; or

    7.1.7. that result from the equipment, software or other technology of the Application or any third party (other than third party equipment within MyLogin's direct control).

8. Support Requests

8.1. The Supplier undertakes to operate a Support Helpdesk, having suitably skilled support staff during the Support Hours to log first line support calls and to deal promptly with problems encountered by MyLogin.

8.2. The response and Solution time will depend on the nature of the Fault reported. The severity of the problem will be mutually agreed and the parties will use all reasonable endeavours to work together to respond according to these guidelines:

8.2.1. *__Urgent__ - A Fault that needs to be resolved to enable MyLogin to be wholly available to the Application during normal business operations. Subject to the Application notifying MyLogin as per the contact details at paragraph 5.3.1 above and marking such communication as 'urgent', MyLogin's support staff will use its Commercially Reasonable Efforts to respond to the Application within four (4) Support Hours of receiving notice of an 'urgent' Fault issue being reported. Critical Faults will be worked on continuously until the Fault is permanently cleared or the system is operational.*

8.2.2. *__High__ - A Fault which significantly inhibits production but does not disrupt operational use of MyLogin. The Supplier's support staff will use its Commercially Reasonable Efforts to respond to the Application within eight (8) Support hours of receiving notice of a 'high' Fault being reported.*

8.2.3. *__Normal__ - A Fault which does not impede productive use of MyLogin. The Supplier's support staff will use its Commercially Reasonable Efforts to respond to the Application within 3 Business Days of a 'normal' Fault being reported.*

8.2.4. __Low__ - Cosmetic production problems and general test system problems that do not affect availability of MyLogin. *This severity level will also be used to categorise general technical help desk type of calls. The Supplier's support staff will respond to the Application within 10 Business Days of a 'low' issue being reported, or if relevant in the next version release. An example of a 'low' issue, may be an enhancement request or notification of a misspelt word.*

8.3. If a work-around is employed by MyLogin at any given time, the priority of the issue will be reassessed and may change. Such changes will be notified to the Application.

8.4. The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.