

**RM Support Services Terms and Conditions
(Effective from January 2015)**

1. Application of these Terms and Conditions

These Conditions apply to all of the Services (as defined below) provided by RM. If you do not wish to be bound by these Conditions, the Contract Holder should not order or accept performance of the Services. These Conditions apply to the exclusion of all other terms and conditions that may be provided by the Contract Holder.

2. Definitions

The following terms shall have the meaning set out below:

“Acceptable Use Policy”	Means an acceptable use policy prepared in accordance with good industry practice (i.e., being a policy suitable for the provision of a Network to the sorts of users envisaged to use the Network and properly and suitably addressing all of the risks and issues typically addressed by such a policy).
“Conditions”	Means these terms and conditions.
“Contract Holder”	The person with which RM holds its contract to provide Services in accordance with these Conditions.
“Network”	Means any network in relation to which RM provides the Services (including without limitation any “Community Connect” network and/or any Microsoft Windows network).
“RM”	Means RM Education Ltd, a company registered in England and Wales and whose registered office is situated at 140 Eastern Avenue, Milton Park, Abingdon, Oxon, OX14 4SB.
“Services”	Means support services provided by RM as further described either (a) on www.rm.com/support or (b) in writing by RM and confirmed by an authorised officer of RM. For the avoidance of doubt, the specific Services to be provided to the Contract Holder shall be those ordered by the Contract Holder as set out in the relevant quote from RM.
“Support Contract”	Means the agreement between RM and the Contract Holder to provide the Services.
“Virus”	Means any virus, worm, Trojan horse, logic bomb, time bomb, back door, trap door or any other similar form of code intended, or having that effect, to cause harm, damage or to prevent or

	restrict the use of any computer system or data.
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3. Responsibilities of the Contract Holder

The provision of the Services by RM is subject to the Contract Holder performing or complying with all of its responsibilities set out in these Conditions. For the avoidance of doubt, RM may without notice suspend or terminate the Services in the event that:

- (a) any of the Contract Holder's responsibilities as set out in these Conditions is not performed; or
- (b) any Virus is transmitted onto any of RM's systems.

3.1 Anti Virus Protection

The Contract Holder must ensure that the Network is protected against the threat of virus infection by installing and maintaining up to date anti virus software.

3.2 Software maintenance

The Contract Holder must keep the Network current and secure by applying all appropriate RM validated service releases and software updates.

3.3 Acceptable Use Policies

The Contract Holder must, at all times, implement and enforce an Acceptable Use Policy for the Network. The Contract Holder shall be responsible for ensuring that all users of the Network comply with the Acceptable Use Policy. Further, where there is a breach of the Acceptable Use Policy, the Contract Holder shall take such steps as are appropriate in all the circumstances (which may, for the avoidance of doubt, include disciplinary action and/or ceasing to permit further use of the Network by the relevant individual(s)).

3.4 Internet Access

The Contract Holder shall be responsible for procuring all required Internet connections and, for the avoidance of doubt, all Internet costs shall be entirely the responsibility of the Contract Holder.

3.5 Licensing

The Contract Holder must have in force current software licenses for all software on the Network.

3.6 Network maintenance and configuration

The Contract Holder must maintain the configuration, hardware and cabling relating to the Network(s) in good working order and within any specifications provided by RM.

3.7 Server maintenance

The Contract Holder must maintain securely, good quality current backup copies of all Network software and data on the Contract holder's premises. The Contract Holder must provide access to current backup copies to RM (and RM authorised third party) personnel connected with the provision of the Services where required.

3.8 Network access

The Contract Holder must permit RM (and RM authorised third party) personnel connected with the provision of the Services access to the Contract Holder's premises to work on the Network where reasonably required.

3.9 Remote diagnostic services

Where required to provide any of the Services, the Contract Holder shall ensure the provision of an installed data link through which RM can access the Network using RM's chosen remote access software and technology. The Contract Holder must also provide access to those areas of the Network as required by RM for RM to deliver the Services.

3.10 Appointed ICT Support Staff

The Contract Holder must nominate a "Network Manager" and a maximum of two additional contacts who will act as the liaison between the Contract Holder's establishment and RM. If there are any changes to nominated personnel the Contract Holder must inform RM immediately.

3.11 Fair Usage and Network Management Training

A fair usage policy applies to use of the Services and in particular the number of service calls that can be opened by the Contract Holder. The current version of the fair usage policy can be found at http://www.rm.com/RMVirtual/Media/Downloads/Fair_Usage_Policy.pdf.

If the number of service calls opened exceeds the number permitted in the applicable fair usage policy, RM may, at its discretions, refuse to open new service calls until the earlier of (i) the renewal of the Service; or (ii) the purchase of an additional Service.

RM's refusal to open a new service call will not affect the status of any service call opened prior to any refusal of service nor will it affect your entitlement to use other services that are not subject to the fair usage policy.

If in RM's reasonable opinion excessive use of the Services is caused by a lack of network management training, RM will bring this to Contract Holder's attention, and the Contract Holder must address any training need to the satisfaction of RM without delay.

3.12 Strategic Change

The Contract Holder must notify RM before strategic changes are made to the Network. Advance knowledge of planned changes will ensure that RM engineers have current information on the status of the Network, helping RM to resolve issues affecting the Network more efficiently. RM considers strategic changes to be changes that significantly alter the Network including:

- (a) adding a new server to the Network;
- (b) changing the configuration or role of a server connected to the Network;
- (c) changes to the topology and/or infrastructure of the Network; and/or
- (d) change of Internet provision (including change of Internet Service Provider).

4. Service Limitations

4.1 The provision of the Services relates only to the Network(s) as set out on the original network support quotation or subsequent network support renewal forms. No quotation or renewal form will be accepted for part of a Network.

4.2 The Services do not include:

- (a) assistance with relocation of the Network(s) or part of the Network;
- (b) any provision of the Services required as a result of any accident, neglect, alterations, improper use or misuse (including in breach of the Acceptable Use Policy) of the Network or any part of the Network;
- (c) any provision of Services necessitated by repairs to the Contract Holder's premises, hardware or software attempted by non-RM personnel;
- (d) assistance with writing or rewriting any software;
- (e) project management;
- (f) support for software on the network (other than the network software itself);
- (g) advice given in connection with the removal or treatment of any Virus (please see also Condition 14 below);
- (h) support in respect of products and/or services made available by RM to Contract Holders and that are categorised by RM as subject to a separate agreement and charging regime; and
- (i) any on-site time at the Contract Holder's premises or any other actions from RM other than through a remote diagnostic session.

4.3 Where the Contract Holder has employed the services of a third party commissioning agent to install, commission or relocate part of the Network, RM may request at its discretion that a chargeable network survey is conducted prior to continuing offering support and advice.

5. Provision of software for the remote diagnostic service

5.1 No software licence of any sort is granted to the Contract Holder on software provided as part of any remote diagnostic service to the Contract Holder and the Contract Holder is not permitted to use in any way any software resident on the Network which may be provided as part of any such service.

5.2 RM may at its discretion at any time remove any software referred to in Condition 5.1 (above) from the Contract Holder's Network. This provision shall override any conflicting provision in any software licence agreement provided to the Contract Holder in connection with the service.

6. Term

6.1 The term for each Support Contract shall be as agreed between the parties but, for the avoidance of doubt, shall not be deemed to have commenced until RM accepts the relevant order.

- 6.2 The Services shall commence on the date referred to in Condition 6.1 (above) and shall continue initially for twelve (12) months (unless otherwise agreed in writing by the parties). Unless at least one month's written notice to terminate a Support Contract is given by either party to the other party prior to the expiry of the initial or any subsequent twelve (12) month term, then the Support Contract shall be renewed for a further twelve (12) month period.

7. Period of services availability

- 7.1 The Services will be carried out by RM during the hours set out in the RM Support Services document (also available from www.rm.com/support) which may be subject to minor change from time to time. If RM agrees to carry out the Services outside these hours by agreement with the Contract Holder, it will be at an additional cost.
- 7.2 The Contract Holder undertakes to ensure that a member of the Contract Holder's trained operations staff will be in attendance where the Services are being carried out at the Contract Holder's site.
- 7.3 For onsite services, work on the Contract Holder's site will be carried out during the hours set out in the RM Support Services document (also available from www.rm.com/support), or to a schedule agreed with the Contract Holder (both parties acting reasonably in all the circumstances).

8. Price

Unless a written quotation has been given (whereupon the price quoted will be fixed for a period of thirty (30) days or such other period as is specified therein) the price for the Services is subject to alteration without notice and the price charged to the Contract Holder will be that applicable at the date of RM's acceptance of the order or (at RM's option) the start date of the Services. All prices are exclusive of Value Added Tax (and any similar tax) which will be added as separate items on RM's invoice.

9. Payment

- 9.1 Unless otherwise notified to the Contract Holder in writing by RM, the Contract Holder shall pay all invoices within thirty (30) days of the date thereof (time being of the essence). RM reserves the right to charge interest at a rate of 3% per annum above the Barclays Bank base rate ruling from time to time on any payment or any part payment overdue calculated from the date due and to recover its expenses including legal fees and costs of collection and to suspend delivery, performance of any warranty, or license, or (at RM's option) forthwith to determine the same.
- 9.2 All payments will be made without set off or counterclaim or any other withholding whatsoever.

10. Passing of risk

Risk of loss and damage shall pass from RM to the contract Holder upon delivery of any products (including loan items) to the Contract Holder or its agent.

11. Confidential information

The Contract Holder agrees (unless agreed otherwise in writing by RM) to maintain in confidence and not disclose, reproduce or copy any materials, documentation, specification or software in any form whatsoever provided to the Contract Holder in connection with the Services. The Contract Holder shall take all reasonable steps to

ensure that its employees are bound by the same obligations and that such obligations endure beyond any termination of employment with the Contract Holder.

12. Warranty and RM's liability

- 12.1 RM warrants to the Contract Holder that it will use all reasonable skill and care in carrying out the Services. There are no warranties, conditions, guarantees or representations whether express implied by statute or otherwise, oral or in writing except as provided in these Conditions.
- 12.2 Notwithstanding Condition 12.1 (above) all rights which the Contract Holder may have under the Consumer Protection Act 1987 and the Unfair Contract Terms Act 1977 are in addition to those set out in these Conditions.
- 12.3 In the event of a breach of the warranty in Condition 12.1 (above), RM's sole liability shall be to re-perform at its expense any of the Services which do not conform to the said warranty.
- 12.4 If RM fails without cause to perform the Services in accordance with its obligations under these Conditions, the Contract Holder may recover an amount to compensate for any direct physical loss which is suffered as a result of RM's failure, subject always to a maximum aggregate liability in any calendar year of the total charges paid or payable for the Services in question.
- 12.5 RM shall be liable without limit for death or personal injury arising from its performance of the Services to the extent that it results from the negligence of RM or its employees. RM shall also be liable for any other direct loss of or damage to tangible property caused solely by the negligence of RM or its employees, subject always to its maximum aggregate liability of one million pounds (£1,000,000).
- 12.6 The Contract Holder agrees that RM will not be liable for any loss caused by the Contract Holder's failure to perform its obligations as set out or referred to in these Conditions or for any act of the Contract Holder which is in contravention of these Conditions. The Contract Holder also agrees that RM will not be liable for the effects of any further Virus attack occasioned during an attempt by RM to clean the Network from a previous Virus attack.
- 12.7 RM shall not in any event be liable for any indirect, special or consequential loss whether statutory or otherwise, howsoever arising (including but not limited to loss of anticipated profits or of data) in connection with or arising out of the Services, even if RM shall have been advised of the possibility of such potential loss and shall not be liable for any loss except as provided for in these Conditions.
- 12.8 Except in respect of the liability of RM for death or personal injury resulting from the negligence of RM or its employees or in respect of a claim for non payment of monies due, no action regardless of form arising out of the transactions in relation to these Conditions may be brought by either party more than two (2) years after the cause of action has accrued.

13. General Advice

The Contract Holder accepts that when providing any oral advice or suggestions during the Services, RM is relying upon information given to it by the Contract Holder about the Contract Holder's Network, its configuration and usage, and any future improvement or strategic direction. Whilst it is given in good faith, it is for the Contract Holder to verify whether any such advice or suggestions are suitable for its purposes and RM shall not be

liable in contract, tort or otherwise for any direct, indirect or consequential loss or damage arising out of or in connection with any such advice or suggestions. Any oral suggestions or advice tendered by RM must be confirmed in writing before RM will accept any liability for any such advice, which shall, in any event be limited to a refund of the charges paid for the relevant Services. In no event will RM be liable for any indirect or consequential loss or damage arising out of or in connection with any such written confirmation. The provisions of this Condition 13 shall be without prejudice to the provisions of Condition 14 (below).

14. Advice Concerning Viruses

Should the Contract Holder wish to receive advice from RM concerning the treatment of any of the effects of a Virus, RM shall be entitled (but not obliged) to provide such advice but the Contract Holder accepts that, as RM does not have specialist knowledge concerning Viruses, such information is given on a reasonable endeavours basis and the Contract Holder shall not be entitled to rely on such advice. Should the Contract Holder wish to receive specialist advice concerning any Virus, the Contract Holder agrees to obtain such advice directly from a manufacturer of virus-checking software or another specialist in that field of expertise.

15. Termination

15.1 RM shall have the right, without prejudice to any other remedies it may have at any time by giving notice in writing to the Contract Holder to terminate forthwith any Support Contract, in any of the following events:

- (a) If the Contract Holder fails to pay any sums to RM on the due date of payment; or
- (b) If the Contract Holder commits any other breach of any of these Conditions provided that if the breach in question is one which the Contract Holder can effectively remedy then the said notice of termination shall not be effective to terminate the Support Contract unless the Contract Holder fails within thirty (30) days of the date of such notice effectively to remedy the breach complained of; or
- (c) If the Contract Holder ceases to carry on business or a substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into amalgamation reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar actions in consequence of debt or becomes unable to pay its debts as they fall due.

15.2 On expiry or termination of a Support Contract, the Contract Holder grants to RM the irrevocable right to enter Contract Holder's premises during the hours 9.00am to 5.00pm (Monday to Friday excluding national bank holidays) to remove any equipment (including software) provided in connection with the Services.

16. Data Protection

16.1 In these Conditions, the terms data controller, data processor, personal data, sensitive personal data and processing shall be as defined in the European Data Protection Directive 95/46/EC and "Data" shall mean the personal data and sensitive personal data provided to RM in connection with the Services. "Data Protection Law" means applicable data protection legislation implementing the European Data Protection Directive 95/46/EC and any amendments, revisions, re-enactments or consolidations thereof.

- 16.2 The parties acknowledge that the Contract Holder is a data controller and that RM is a data processor.
- 16.3 RM shall:
- (a) use the Data only on the instructions of the Contract Holder as set out or referred to in these Conditions to perform the Services;
 - (b) provide appropriate technical and organisational measures to protect the security of the Data, in particular against unauthorised or unlawful access or processing, alteration, accidental loss or destruction of or damage to the Data; and
 - (c) take all reasonable steps to ensure the reliability of any of its staff who have access to Data processed in connection with the Services.
- 16.4 The parties acknowledge that RM's provision of the Services may require the transfer of Data to RM's sub-contractors (including RM group entities) ("Recipients") outside the European Economic Area in countries which have not been approved by the European Commission as having adequate protections in place for the purpose of the transfer of personal data. RM will be permitted to transfer Data to such Recipients provided that RM shall have entered into an agreement with the relevant Recipient based upon standard contractual clauses approved by the European Commission for transfers of personal data to processors outside of the European Economic Area and which agreement shall include security obligations on the Recipient which are no less onerous than those contained in this Agreement.
- 16.5 The parties also acknowledge that RM may also use services and/or products from other third parties in order to provide the Services and that, in doing so, RM may transfer Data to such third parties. This may include (by way of example only) third parties that provide online storage and other facilities. If RM becomes aware of any such third party wishing to transfer Data outside the European Economic Area, RM shall request that the third party enters into an agreement of the sort noted in clause 16.4 above.
- 16.6 The Contract Holder agrees to comply with its obligations under Data Protection Law in relation to its collection, processing and provision of Data to RM in connection with the Services.
- 16.7 The Contract Holder shall indemnify and keep RM indemnified against all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of this Condition 16 by the Contract Holder, its employees, agents and/or sub-contractors.
- 16.8 The Contract Holder acknowledges that RM is reliant on the Contract Holder for direction as to the extent to which RM is entitled to use and process the Data. Consequently, RM will not be liable for any claim brought by the Contract Holder or any data subject arising from any action or omission by RM to the extent that such action or omission resulted from the Contract Holder's instructions.
- 16.9 RM may also use the Contract Holder's personal data in accordance with its Privacy Policy which can be found at www.rm.com.
- 17. Miscellaneous**
- 17.1 RM shall be fully entitled to use in any way it deems fit any skills, techniques, concepts or know-how acquired, developed or used in course of performing the Services.

- 17.2 The service is provided to Contract Holders in the United Kingdom only.
- 17.3 Neither party shall be liable to the other for any delay in or failure to perform its obligations hereunder (other than a payment of money) provided that such a failure is due to causes beyond its reasonable control.
- 17.4 Failure by RM to exercise or delay exercising any of these Conditions shall not constitute or be deemed to be a waiver of RM's rights hereunder nor prejudice RM's rights to take subsequent action.
- 17.5 The headings in these Conditions are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of these Conditions.
- 17.6 The invalidity or unenforceability for any reason of any part of these Conditions shall not prejudice the continuation in force of the remainder thereof.
- 17.7 Neither party shall assign this agreement without the prior written consent of the other, provided that RM shall be entitled to assign both its rights and obligations under this Agreement to any other subsidiary (of any level) of RM plc by giving written notice to such effect to the Contract Holder. RM shall also be entitled to subcontract the performance of its obligations under these Conditions and, also, RM may use tools and services provided by third parties to deliver the Services to you.
- 17.8 These Conditions shall be deemed to have been made in, and shall be construed pursuant to, the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.
- 17.9 Any notice required to be given under these Conditions shall be in writing and shall be sent to the respective addresses of the Contract Holder set out in the "Renewal Form", or the registered office of RM (as the case may be). Any change of address of either party shall be notified to the other in writing forthwith.
- 17.10 Where the Contract Holder comprises two or more persons their liability and obligations to RM shall be joint and several.
- 17.11 The Contract Holder acknowledges that he/she/it has read these Conditions and understands and agrees to be bound by its terms, conditions and charges. The Contract Holder further agrees that these Conditions and the documents specifically incorporated herein are the complete and exclusive statement of the mutual understanding of the parties which supersedes and cancels all previous oral and written agreements and communications relating to the subject matter hereof.
- 17.12 Any equipment provided by RM is provided only for the purposes of RM providing the Services and no title or ownership in the same shall pass to the Contract Holder.
- 17.13 RM reserves the right to change the Conditions on giving the Contract Holder no less than thirty (30) days' notice of the change and the date on which the change takes effect.

18. Anti-Bribery

- 18.1 The Contract Holder shall ensure that it and all of its staff, agents, contractors and any other party performing its obligations or exercising its rights under or in connection with this Agreement and/or any other agreement that the Contract Holder may have with RM, complies at all times with all applicable anti-bribery and/or corruption laws, regulations and codes of conduct in all jurisdictions. The Contract Holder shall, whenever requested by RM, provide evidence of the measures, steps and processes that it takes to ensure

compliance with the provisions of this clause and the relevant laws, regulations and codes of conduct.
