RM Easiteach Next Generation End User License Agreement (International)
(Effective from May 2018)

SUMMARY

You may install RM Easiteach Next Generation on the same number of computers as the number of licenses you have purchased.

If you wish to Use the Software on two or more computers, you need to buy an additional copy for each computer it is to be Used on. Separate Software may be required for standalone and network systems and you should note that the purchase of a particular license does not imply that RM will provide materials for all computer or network types that you may have at your site.

Teachers and Students are entitled to take school computers home and use licensed software at home. Where a Teacher of Student wishes to install the Software on their own personal computers they must ensure that the correct number of licenses have been purchased.

Your use of this software is governed by the following end user license agreement which is in English and governed by English law. It is your responsibility to ensure you understand and comply with this license. You should not use the software unless you are able to agree to the conditions of this license.

LICENSE AGREEMENT FOR RM EASITEACH NEXT GENERATION

This is a legal agreement between you ("Licensee") and RM Education Ltd ("RM"), which expression shall include its subsidiaries, agents, successors and assigns. By downloading, installing or otherwise accessing the Software, the Licensee is agreeing to be bound by the terms of this Agreement and the RM Terms and Conditions of Sale. If the Licensee does not agree to the terms of this Agreement, the Licensee must not access the Software. This License Agreement supersedes any other license agreement contained in the manuals or in any on-screen license provided with the Software or on related Internet pages (other than the RM Terms and Conditions of Sale). A Site is defined as the single postal location of the purchasing institution, and if the purchasing institution has separate locations across multiple postal locations, each separate postal location shall be a site for the purpose of this Agreement ("the Site"). For the avoidance of doubt in the US, a school district or a federation of schools is not a Site.

1. LICENSE

GRANT OF LICENSE

1.1. RM grants to the Licensee a non-exclusive, non-transferable license to Use the RM software program 'RM Easiteach Next Generation' ("RM Easiteach") and the included images and graphics (collectively, "the Software") on a Single-User, Multi-User, Site or Community Site basis as specified on the associated License Confirmation or Purchase Order. Nothing in

this license constitutes a sale or grant of any ownership rights in or to the Software. Software does not comprise identified third party software components ("Third Party Software") and the terms of use of such Third Party Software shall be governed by the respective terms of the Third Party Software Licenses/Notices. The licenses set out below are not concurrent and the number of computers on which the Software is accessed may not exceed the number of licenses purchased. Unless otherwise specified on the License Confirmation or Purchase Order, this is a permanent use license.

SINGLE-USER LICENSE

1.2. Where a Single User License has been purchased by the Licensee, the Licensee may Use the Software on a single computer owned by the Licensee or a member of staff of the Licensee. This Single-User License is not concurrent and the number of computers on which the Software is accessed may not exceed the number of licenses purchased. Unless otherwise specified on the associated License Confirmation or Purchase Order, this is a permanent use license.

MULTI-USER LICENSE

1.3. Where a Multi-User License has been purchased by the Licensee, the Licensee may Use the Software on the same number of computers owned by the Licensee and/or the Licensee's staff, as defined in the License Confirmation or Purchase Order. Unless otherwise specified on the License Confirmation or Purchase Order, this is a permanent use license.

SITE LICENSE

1.4. Where the Licensee has purchased a Site License, the Software may be Used on any number of computers at the Site and also by teachers who are in employment at the Site, at locations other than the Site (for example, the teacher's home). Once a teacher ceases to be an employee of the Site, their license to Use the Software is terminated. A Site License does not permit the Use of the Software by students at any location other than the Site except as defined in sub-clause 2.1.5.

COMMUNITY SITE LICENSE

1.5. Where the Licensee has purchased a Community Site License, the Software may be Used as per the Site License described in clause 1.4. In addition, the Community Site License permits 1 (one) download per student and 1 (one) download per teacher of RM Easiteach, to be installed on no more than one computer per student and one computer per teacher at the Site and one computer per student and one computer per teacher at home. One download therefore will potentially equal up to 2 (two) separate installations per student and 2 (two) separate installations per teacher.

1.6. Subject to the rights granted under this Agreement, the Licensee may not copy or network or otherwise Use the Software. Software owned by a third party, such as Microsoft, shall be governed by the terms of the Third Party's License Agreement which is available on request from RM.

2. USE OF THE SOFTWARE

2.1. For the purposes of this License "Use" shall mean and include:

2.1.1. utilization of the Software by copying, transmitting or

loading the same into the temporary memory (RAM) of a computer for the processing of the instructions or statements contained in such Software;

2.1.2. copying the Software for back-up or archive purposes provided that no more than two copies will be in existence under any License at any one time without prior written consent from RM or as otherwise permitted by law;

2.1.3. utilizing the instructional and/or operational manuals relating to the Software;

2.1.4. subject to the provisions of clause **Error! Reference source not found.**, use of the Software by teachers employed by the Site and students who are in education at the Site on computers owned by the Site;

2.1.5. subject to the provisions of clause 1, use of the Software by students who are in education at the Site and by teachers who are in employment at the Site, at locations other than the Site provided that such use takes place on computers owned by the Site and which are normally resident at the Site. Except where a Community Site License has been granted (as defined in clause 1.5), pupils and teachers may not otherwise use the Software on any other computer at any location other than the Site;

2.1.6. the Licensee may install a maximum of two text to speech languages on to any single computer together with the Software. Where a Community Site License has been purchased, each teacher or student may only install a maximum of two text to speech languages on their computers at home or and a maximum of two text to speech languages on their computers at the Site. For the avoidance of doubt, the two text to speech languages shall be the same irrespective of whether they are installed on the individual's computer at home or at the Site.

3. COPYRIGHT

3.1. The Software is owned by RM, its licensors or its suppliers and is protected by copyright laws and international treaty provisions. Therefore, the Licensee must treat the Software like any other copyrighted material (e.g. a book or musical recording) except that the Licensee may either (a) make one copy of the Software solely for backup or archival purposes, or (b) transfer the Software to a single hard disk provided the Licensee keeps the original solely for backup or archival purposes. The Licensee must reproduce and include the copyright notice on any copy. The Licensee may not copy the written materials accompanying the Software.

3.2. Some Software requires a unique access code before it can be Used. RM or its supplier shall identify this code to the Licensee. The Licensee must not reveal it to any third party.

4. LICENSEE'S UNDERTAKINGS

4.1. The Licensee undertakes not to perform any of the acts referred to in this clause 4.1, except to the extent and only to the extent permitted by law to the Licensee as a lawful User (i.e. a party with a right to Use) of the Software and only then for the specific limited purpose permitted by law or hereunder. The Licensee undertakes:

4.1.1. not to copy the Software (other than for normal System operation and as specified in clause 2 above or otherwise under this Agreement) nor otherwise reproduce the same provided that the Licensee may copy the Software for back-up purposes or incidentally,

in the course of converting the Software in accordance with sub-clause 4.1.3 below;

4.1.2. not to translate, adapt, vary or modify the Software;

4.1.3. not to disassemble, decompile or reverse engineer the Software except as permitted by law;

4.1.4. not to remove, obscure or alter any notice of patent, copyright, trademark or other proprietary notice on the Software;

4.1.5. not to sub-license, distribute, rent, lease, or otherwise transfer the Software or any unique access code or copy the Software;

4.1.6. not to make the Software accessible by any type of broadcast or transmission, including but not limited to broadcast or transmission by cable, Internet, television, satellite or telephone;

4.1.7. not to Use the Software for commercial gain or to attract customers away from RM or to procure commercial advantage over RM or to Use it in any other way which is likely to be directly or indirectly detrimental to RM or its business;

4.1.8. not to enable a third party to do any of the acts set out in this clause 4.1;

4.1.9. to maintain accurate and up-to-date records of the number and location of all copies of the Software including but not limited to Software installed under the Home Use License.

4.1.10. to supervise and control Use of the Software in accordance with the terms of this License.

4.1.11. to ensure that its students, employees, agents and other parties who will Use the Software are notified of this License and the terms hereof prior to such employee, agent or party using the same.

4.1.12. to reproduce and include the copyright notice of RM on all and any copies, whether in whole or in part, in any form, including partial copies or modifications of the Software made herein.

4.1.13. not to provide or otherwise make available the Software in whole or in part (including where applicable, but not limited to program listings, object code and source program listings, object code and source code), in any form in connection with or in conjunction with or as part of any Managed Service or to any person other than as specified in clause 4.1 above without prior written consent from RM. For the purpose of this sub-clause 4.1.13 "Managed Service" shall mean any commercial time-sharing rental, bureau service or outsourcing agreement or arrangement.

4.1.14. within 14 days after the date of termination or discontinuance of this License for whatever reason, to destroy the Software and all updates, upgrades or copies, in whole and in part, in any form including partial copies or modifications of the Software received from RM or its suppliers or made in connection with this License, and all documentation relating thereto and RM shall have the right to enter the Licensee's premises to retake immediate possession without the need for process or other legal action.

5. WARRANTY

5.1. The Licensee acknowledges that Software in general is not error-free and agrees that the existence of such errors shall not constitute a breach of this License.

5.2. In the event that the Licensee discovers a material error which substantially affects the Licensee's Use of the same and notifies RM of the error within 90 days from the date of payment of the License Fee (the "warranty period") RM shall at its sole option either refund the License Fee or Use all reasonable endeavors to correct by patch or new release (at its option) that part of the Software which does not so comply PROVIDED THAT such non-compliance has not been caused by any modification, variation or addition to the Software not performed by RM or caused by its incorrect Use, abuse or corruption of the Software or by Use of the Software with other Software or on equipment with which it is incompatible.

5.3. EXCEPT AS EXPRESSLY SET FORTH HEREIN, RM MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, WITH RESPECT TO ANY SOFTWARE PROVIDED OR LICENSED HEREUNDER OR ANY SERVICE RENDERED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATION CONTENT, OR SYSTEM INTEGRATION. SPECIFICALLY RM DOES NOT WARRANT THAT THE FUNCTIONS MENTIONED IN THE SOFTWARE WILL MEET THE LICENSEE'S INDIVIDUAL REQUIREMENTS.

5.4. U.S. Government Restricted Rights. If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation will be only as set forth in this Agreement, in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

6. RM'S LIABILITY

6.1. RM shall not be liable to the Licensee for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this License, the Software, its Use or otherwise, except to the extent set out in clause 6.2 below or to the extent that such liability may not be lawfully excluded. For the avoidance of doubt, RM shall not be liable to the Licensee for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with use by a student or teacher in accordance with a license granted under clauses 1.4, 1.5 or sub-clause 2.1.5 herein.

6.2. The Licensee agrees that the maximum aggregate liability of RM whether in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatever arising from or in any way connected with any liability not excluded by this Agreement shall be limited to £25,000. This limit shall also apply in the event that any exclusion or other provision contained in this Agreement is held to be invalid for any reason and RM becomes liable for loss or damage that could otherwise have been limited.

6.3. RM expressly excludes liability for indirect, special, incidental or consequential loss or damage which may arise in respect of the Software, its Use, the System or in respect of other equipment or property, or for loss of profit, business, revenue, goodwill or anticipated savings.

6.4. RM does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of RM, its employees, agents or authorized representatives.

6.5. If RM is unable through no act or default of the Licensee to procure the correction of defects in the Software in accordance with and during the 90 day warranty period and where the Software is totally unusable due to the defect, the Licensee may reject it by sending written notice to RM within ten (10) days of receipt of notice from RM that RM is unable to correct or procure the correction of such defects and upon its return to RM's premises is entitled to recover the License Fee.

7. COPYRIGHT, PATENTS, TRADE MARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS

7.1. The Licensee acknowledges that any and all of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in or Used in connection with the Software including but not limited to all documentation and manuals relating thereto, all images, animations, audio music and text incorporated into the Software remain the sole property of RM or its licensors. The Licensee agrees to immediately notify RM of any actual or suspected infringement and the Licensee also agrees not to Use any of RM's trademarks as any part of the name under which the Licensee conducts its business.

8. CONFIDENTIAL INFORMATION

8.1. All information, data, drawings, specifications, documentation, Software listings, source or object code which RM may have imparted and may from time to time impart to the Licensee relating to the Software is proprietary and confidential. The Licensee hereby agrees that it shall Use the same solely in accordance with the provisions of this License and that it shall not at any time during or after expiry or termination of this License, disclose the same, whether directly or indirectly, to any third party without RM's prior written consent.

8.2. Subject only to the specific, limited provisions of clause 4.1 and its sub-clauses above, the Licensee further agrees that it shall not itself or through any subsidiary, agent or third party Use such confidential information to copy, reproduce, translate, adapt, vary, modify, decompile, disassemble or reverse engineer the Software nor shall the Licensee sell, lease, license, sub-license or otherwise deal with the Software or any part or parts or variations, modifications, copies, releases, versions or enhancements thereof or have any Software or other program written or developed for itself based on any confidential information supplied to it by RM.

8.3. The foregoing provisions shall not prevent the disclosure or Use by the Licensee of any information which is or hereafter, through no fault of the Licensee, becomes public knowledge or to the extent permitted by law.

9. FORCE MAJEURE

9.1. RM shall be under no liability to the Licensee in respect of anything which, apart from this provision, may constitute breach of this License arising by reason of force majeure, where such event is beyond that party's reasonable control.

10. TERMINATION

10.1. In addition to provisions for termination as herein provided, RM may by notice in writing to the Licensee terminate this License if:

10.1.1. the Licensee is in breach of any term, condition or provision of this License or required by law and fails to remedy such breach (if capable of remedy) within 30 days of having received written notice from RM specifying such breach or

10.1.2. if Licensee ceases to carry on business or a substantial part thereof or enters into liquidation whether compulsory or voluntary other than for the purpose of amalgamation

or reconstruction or compounds with its creditors generally or has a receiver or manager or administrator appointed over all or any part of its assets or becomes unable to pay its debts as they fall due.

10.2. Upon termination, the Licensee shall comply with its undertaking specified in clause 4.1.14 above.

10.3. Termination, howsoever or whenever occasioned shall be subject to any rights and remedies RM may have under this License or under law.

11. DATA PROTECTION

11.1 In the Agreement, the terms Controller, Processor, Data Subject, Personal Data, Special Categories of Personal Data, Processing, Data Protection Impact Assessment and Personal Data Breach shall be as defined in the General Data Protection Regulation EU 2016/679 ("GDPR") and "Data" shall mean the Personal Data and Special Categories of Personal Data provided to RM by the Licensee in connection with the Agreement. "Data Protection Legislation" means the GDPR and any national implementing laws, regulations and secondary legislation, as amended, revised, re-enacted, consolidated or updated from time to time.

11.2 The Licensee acknowledges that it is a Controller and that RM is a Processor.

11.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

11.4 RM shall:

11.4.1 ensure that its employees shall, Process the Data only on the Licensee's instructions as set out or referred to in the Agreement to provide the Services;

11.4.2 provide appropriate technical and organisational measures:
(a) to ensure the protection of the rights of the Data Subjects; and
(b) ensure an appropriate level of security, assessing, in particular, the risks that are presented by Processing, to protect the Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored or otherwise Processed;

11.4.3 take all reasonable steps to ensure the reliability of any of its staff who have access to and/or process Data in connection with the Services, including duties of confidentiality under any employment contracts;

11.4.4 assist the Licensee, at the Licensee's cost, in responding to any request from a Data Subject and in ensuring compliance with applicable obligations under the Data Protection Legislation with respect to security of Processing, Personal Data Breach notifications and communications, Data Protection Impact Assessments and consultations with supervisory authorities or regulators;

11.4.5 notify the Licensee without undue delay after becoming aware of a Personal Data Breach;

11.4.6 notify the Licensee immediately if it considers that any of the Licensee's instructions infringe the Data Protection Legislation;

11.4.7 at the written direction of the Licensee, delete or return the Data to the Licensee after the end of the provision of the Services relating to Processing, except that:
(a) RM may keep any Data, if required by any applicable laws to store the Personal Data; and

(b) RM may keep Data stored in any system back-ups; and

11.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and provide access to the same for the purpose of a Licensee conducted audit. Any audits must be no more than once in a twelve (12) month period and must be on not less than thirty (30) days' notice.

11.5 The parties also acknowledge that RM may also use services and/or products from other third parties in order to provide the Services under the Agreement 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. The Licensee consents to the appointment by RM of sub-processors provided that:

11.5.1 RM notifies the Licensee in writing of each sub-processor prior to the Processing of any Data by the relevant sub-processor and shall notify the Licensee in writing of any change in the identity of the sub-processor from time to time; and

11.5.2 RM shall put in place with any sub-processor, written contractual obligations which are at least equivalent to the obligations imposed on RM pursuant to this clause 11.

11.6 If RM becomes aware of its sub-processor (including RM group entities) ("Recipient") wishing to transfer Data outside the European Economic Area to 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 pursuant to the Data Protection Legislation, RM shall require that the Recipient enters into an agreement incorporating the standard contractual clauses approved by the European Commission for transfers of personal data to processors outside of the European Economic Area where RM would sign as data exporter on behalf of the Licensee and the Recipient will sign as data importer and this agreement shall include security obligations on the Recipient which are no less onerous than those contained in this Agreement.

11.7 Either Party may, at any time on not less than 30 days' notice, revise the above clause 11.6 by replacing it with any applicable controller to processor standard clauses or similar terms forming Party of an applicable certification scheme.

11.8 Subject to clauses 11.9 – 11.11, RM shall remain fully liable to the Licensee for the performance of any sub-processor appointed by it pursuant to clause 11.5.

11.9 The Licensee agrees to comply with its obligations under Data Protection Legislation and warrants that it has all necessary consents and notices in place in relation to its collection, processing and provision of Data, to enable the lawful transfer of the Data to RM in connection with, and for the duration of, the Services provided under the Agreement.

11.10 The Licensee shall indemnify and hold harmless RM against all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of this clause 11 by the Licensee and/or its employees, agents and/or sub-contractors.

11.11 The Licensee acknowledges that RM is reliant on the Licensee 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 Licensee or any Data Subject arising from any action or omission by RM to the extent that such action or omission resulted from the Licensee's instructions.

11.12 RM may also use the Licensee's data in accordance with its Privacy Policy which can be found at www.rm.com.

11.13 Schedule 1 sets out the following information regarding the Data: subject-matter; duration of the Processing; nature and purpose of the Processing; type of Data; categories of Data Subjects; and the obligations and rights of RM.

12. ASSIGNMENT

The Licensee shall not assign or otherwise transfer all or any part of the Software or this License without the prior written consent of RM.

13. WAIVER

13.1. Failure or neglect by either party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of that party's rights hereunder nor in any way affect the validity of the whole or any part of this License nor prejudice that party's rights to take subsequent action.

14. HEADINGS

The headings of the terms and conditions herein contained are inserted for convenience or reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this License.

15. SEVERABILITY

In the event that any of these terms and conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such terms, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

16. LAW

This Agreement will be governed by and construed in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.

17. NOTICES

17.1. Any notice required to be given under these conditions shall be in writing and shall be sent to the address of RM's registered office. All notices hereunder shall be sent by confirmed facsimile (provided, however, that any notice which could materially affect the rights of either party shall also be sent by courier as provided herein) or recognized commercial overnight courier service. Such notice shall be effective upon receipt, but in any event no later than three days after sent by recognized commercial overnight courier.

18. SURVIVAL

The provisions of clauses 4, 6, 7, 8, 11, 12, 15, and 16 shall survive termination of this License.

19. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements and arrangements of whatever nature and sets out the entire agreement and understanding between the parties relating to its subject matter. Nothing in this clause shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or any innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance as the same as being fair and reasonable.

20. MISCELLANEOUS

20.1. RM reserves the right to change this Agreement from time to time either (i) on giving the Contract Holder no less than thirty (30) days' notice of the change and the date on which the change takes effect and/or (ii) by updating the same on its website at www.rm.com, in which case the updated Conditions shall take effect thirty (30 days after posting on www.rm.com).

21. THIRD PARTY RIGHTS

21.1. Nothing in this License shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

22. EXPORT – RE-EXPORT

22.1. This Agreement is expressly made subject to any export laws, regulations, orders, or other restrictions imposed by the United States or by any other government entity on the licensed Software or of information relating to the foregoing. Notwithstanding any other provision to the contrary, Licensee shall not import, export, or re-export the licensed Software or any information pertaining thereto, directly or indirectly, to any country to which such import, export, or re-export is restricted or prohibited, or as to which such government or any agency thereof requires an export license or other governmental approval at the time of import, export, or re-export without first obtaining such license or approval. Licensee further agrees that the licensed Software will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States export administration act or any other export laws, restrictions, or regulations. This Agreement shall automatically terminate upon failure of Licensee to comply with the terms of this Section.

Schedule 1
Processor information – RM Easiteach

The Licensee acknowledges that RM and its subcontractors may have access to Personal Data in the provision of RM Easiteach to the Licensee throughout the term of this Agreement.

Below, RM has set out certain information regarding RM's Processing of the Personal Data as required by article 28(3) of the GDPR.

Article	Description	Details
28 (3)	Subject matter of the processing	This is a tool for creating classroom teaching material. Easilearn is a website where we store material created by 3rd parties where individuals give their consent allow their name to be associated to the content.
	Nature and purposes of the processing	The individual details are stored for the purposes of login access and to be able to contact the creator of materials via email. -
	Type of Personal Data	For Easilearn name, email, country location and state. Consent for the Easilearn to contact the individual.
	Categories of Data Subject	Contributors to RM Easilearn
	Duration of the processing	For the duration of their content being available on the Easilearn website,
28 (3) (a)	Documented instructions	All processing carried out by RM will be done in accordance with Easilearn Terms and Conditions, which must be agreed by the customer in advance of such processing.
28 (3) (b)	Confidentiality	All RM staff are required to agree to a confidentiality clause in their contracts.
28 (3) (c)	Security	RM has a Group Information Security Framework, based on ISO 27001, the international standard for information security management. In addition, a number of business units are certified to ISO 27001:2013. A wide range of technical controls are used, including but not limited to: • Data encryption • Anti-virus and anti-malware software • Network monitoring • Access management • Vulnerability scanning and penetration testing A wide range of non-technical controls are used, including but not limited to: • Physical security controls at RM offices • Security policies, including Data Classification & Handling, Data Protection, etc.

28 (3) (d)	Other processors	RM will not use other processors other than those referenced in the Terms & Conditions or the Privacy Policy. See applicable details below.
28 (3) (e)	Data subject's rights	RM's approach to supporting the controller's obligation to respond to requests for exercising the data subject's rights are set out in its Data Protection Policy and Privacy Policy.
28 (3) (f)	Compliance	Data processing carried out by RM will be compliant with data protection legislation. Where appropriate, RM will assist data controllers in demonstrating such compliance.
28 (3) (g)	Data deletion	If all content is removed from the Easilearn website their details will be removed.
28 (3) (h)	Transparency	RM will make available to the controller all information necessary to demonstrate compliance with its obligations.

Name of sub-processor	Activity undertaken by sub-processor	Location of sub-processor	Type of data processed by sub-processor
N/A			