RM Integris User Terms & Conditions
(Effective March 2022)

BY USING OR ACCESSING RM INTEGRIS YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF RM INTEGRIS (THE "SERVICE").

THIS AGREEMENT SHALL APPLY TO YOUR USE OF THE SERVICE, REGARDLESS OF ANY OTHER TERMS AND CONDITIONS THAT YOU MAY HAVE PROPOSED AND/OR ANY OTHER TERMS THAT MAY HAVE BEEN AGREED BETWEEN YOU AND RM (OTHER THAN THE RM TERMS AND CONDITIONS OF SALE).

IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE TERMS OF THIS AGREEMENT AND ANY OTHER TERMS, THE TERMS OF THIS AGREEMENT SHALL PREVAIL. BY ACCESSING AND USING THE SERVICE, YOU CONFIRM YOUR AGREEMENT TO THESE TERMS.

1. **DEFINITIONS**

'Customer Data'	any data, information or material provided or submitted by you to the Service in the course of using the Service;
'Effective Date'	the earlier of the date this Agreement is accepted or the date you begin using the Service;
'Initial Term'	the initial period during which you are obliged to pay for the Service;
'IPR'	unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;
'Licence Term(s)'	the period(s) during which authorised Users are licensed to use the Service;
'RM'	RM Education Ltd of 142b Park Drive, Milton Park, Abingdon, Oxfordshire OX14 4SE;
'RM Integris Approved Support Partner'	means a partner named on the RM Integris approved partner list;
'RM Integris Support'	a support contract between you and RM to provide ongoing support for the use RM Integris;
'RM Partner Support'	a support contract between you and an RM Integris Approved Support Partner to provide ongoing support for the use of RM Integris;
'Service'	the specific edition of RM Integris (e.g., IntegrisG2 or IntegrisS2 or otherwise) developed, operated, and maintained by RM, accessible via a designated web site or IP address, to which you are being granted access under this Agreement, together with the support services we provide in accordance with clause 8;
'Third Party Applications'	applications provided by third parties which are accessible via, or alongside, the Service;
'Unacceptable Content'	any material of any nature whatsoever which is or contains any material that: (i) is or

may be defamatory, libellous, obscene, in contempt of court or in contravention of any law or regulation or infringes the rights of any third party; and/or

(ii) promotes violence or discrimination based on race, sex, sexual orientation, religion, national origin, physical disability, mental disability, age or which promotes any illegal activities; and/or (iii) is a Virus;

'User'	your employees, representatives, consultants, contractors or agents who are authorised to use the Service and have been supplied user identifications and passwords by you (or by RM at your request);
'User Software'	shall have the meaning given in clause 5.2 (below);
"Virus"	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; and
'You' or 'Your'	any person, School, Local Authority or other organisation accessing the Service.

2. **DURATION**

2.1. This Agreement shall commence on the Effective Date and continue until the end of the Initial Term. At the end of the Initial Term, unless otherwise agreed, this Agreement shall automatically renew for either one year or a period equal to the Initial Term, whichever is the less, at the current rate then payable for the Service. RM will provide you with a quotation for the new charges prior to the renewal date.

2.2. Either party may terminate this Agreement by giving not less than ninety (90) days notice prior to the end of the then current Licence Term.

3. **LICENCE GRANT AND RESTRICTIONS**

3.1. In consideration of your payment of the relevant fees, RM agrees to provide you with access to the Service. Such access shall be solely to support your own internal business purposes of a non-commercial nature and be in respect of that number of concurrent Users agreed between you and RM.

3.2. You may produce copies of any instructions provided by RM and distribute such copies to Users to enable them to use the Service. This shall be without prejudice to the provisions of clause 5.

4. **YOUR RESPONSIBILITIES**

4.1. RM may alter user names or passwords upon reasonable notice. Your user name(s) and any password(s) are non-transferable and you are not permitted to disclose or share the same with anyone else. No third party may share your account.

4.2. No part of the Service may be cached in proxy servers or accessed by individuals who have not registered with RM as users of the Service. If you do disclose or share your account with any third party or allow any third party to use the Service on your behalf, you agree to indemnify RM for any losses or damages incurred by RM as a result of your actions. If RM reasonably believes that an account is being used in any way which is not permitted by RM, RM reserves the right to cancel

access rights immediately without notice and to block access to all users from that account.

4.3. You are solely responsible for acquiring and maintaining all computer hardware and software, telephone and communications equipment needed for access to and use of the Service.

4.4. You own and have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and IPR ownership or right to use of all Customer Data and RM shall not be responsible or liable for the deletion, correction, destruction, damage, loss of or failure to store any Customer Data.

4.5. You agree to ensure that no User will introduce any Virus into any computer equipment or system or software of RM. You further agree to use virus-checking software before downloading any material from the Internet and, unless otherwise agreed, shall be responsible for applying anti-virus software to protect your machines and networks.

4.6. You agree to ensure that no User will use the Service for the purposes of storing, transmitting or receiving any Unacceptable Content.

4.7. You shall not transmit or allow to be transmitted large amounts of data so as to disrupt the Service or comprise a denial of service attack or otherwise so as to have a detrimental effect on the services for you or other customers of RM.

4.8. If any of your Users do not access their RM Integris account at least once every sixty (60) days, the account will be automatically deactivated. The Customer's administrator has the rights to reactivate the User's account.

4.9. The Service can only be provided to you in conjunction with a valid support arrangement being in place. You agree to enter in to a contract for support for the duration of this Agreement with one of the following: 1. RM Integris Support or 2. RM Partner Support. The partner must be a RM Integris Approved Support Partner and information on this can be obtained from the RM Integris sales team. RM reserves the right to either restrict, suspend or terminate the Service on 30 days notice should a support arrangement in accordance with the above not be in place.

5. INTELLECTUAL PROPERTY

5.1. Title to any software supplied by RM shall at all times remain vested in RM or its licensors. At no time shall you or any User gain any title to any such software.

5.2. Subject always to the provisions of clause 5.1, RM hereby grants to you a limited, non-exclusive, non-transferable licence to use the software provided to you (if any) by RM for use with the Service (the "User Software"). You shall and ensure that Users shall treat the Service and any User Software like any other copyrighted material (e.g. a book or musical recording) except that you may either:

5.2.1. make one copy of the User Software solely for backup or archival purposes; or

5.2.2. transfer the User Software to a single hard disk, provided that you keep the original solely for backup or archival purposes.

You must reproduce and include the copyright notice on any such copy. For the avoidance of doubt, the above paragraphs 5.2.1 and 5.2.2 shall only apply in relation to the User Software and not any other information, materials or other items provided or made accessible to you as part of the Service, save as expressly set out in clause 3.2 (above).

5.3. You undertake not to perform (nor allow any User to perform) any of the acts referred to in this clause 5.3 except to the extent and only to the extent permitted by law as a lawful user of the Service and/or User Software and only then for the specific limited purpose permitted by law or in this Agreement. You undertake (including on behalf of all Users):

5.3.1. not to copy the Service and/or User Software (other than for normal system operation and as expressly specified in this Agreement) nor otherwise reproduce the same;

5.3.2. not to translate, adapt, vary, or modify the Service and/or User Software;

5.3.3. not to disassemble, decompile or reverse engineer the Service and/or User Software;

5.3.4. not to remove, obscure or alter any notice of patent, copyright, trademark or other proprietary notice on the Service and/or User Software;

5.3.5. not to sub-license, distribute, rent, lease, or otherwise transfer the Service and/or User Software or any unique access code or copy the Service and/or User Software other than as expressly provided in this Agreement;

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

5.3.7. not to use the Service and/or User Software 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;

5.3.8. not to reproduce or transmit to or store in any Website any part of the Service or User Software, nor disseminate in any electronic or non-electronic form any of the pages or parts thereof, nor include any of the foregoing in any public or private electronic retrieval system or service; and

5.3.9. not to enable a third party to do any of the acts set out in this clause 5.3.

5.4. If notified promptly in writing of any action (and all prior claims relating to such action) brought against you, based on a claim that any User's use of the Service infringes a United Kingdom patent or copyright, RM will defend such action at its expense and pay the costs and damages awarded, provided that RM shall have sole control of the defence of any such action and all negotiations for its settlement or compromise. At any time during the course of any litigation arising out of a claim of infringement for a United Kingdom patent or copyright, or if in RM's opinion, the Service is likely to become the subject of a claim of infringement of a United Kingdom patent or copyright, RM will at its option and expense either procure for you and any Users the right to continue using the Service, replace or modify the same so that it becomes non-infringing, or grant you a credit for the Service as depreciated and accept its return. Depreciation will be an equal amount over the lifetime of the Service as established by RM. RM will not have any liability to you under any provision of this clause if the infringement or claim thereof is based upon:

5.4.1. use of the Service in combination with other equipment or software not supplied by RM; or

5.4.2. the use of the Service in carrying out any patented process; or

5.4.3. infringement as described in clause 5.6 (below).

5.5. Clause 5.4 (above) states the entire liability of RM with respect to infringement of patents or copyrights by the Service or any part thereof or by its operation. No costs or expenses will be incurred for the account of RM without the prior written consent of RM.

5.6. You will hold RM harmless against any expense, judgment, liability or loss, or infringement of any IPRs which results from RM's compliance with your or any User's instructions or use by RM of any Customer Data or other materials or information provided by you or any User.

6. LIMITATION OF LIABILITY

6.1. The Service and / or Third Party Applications have been manufactured or developed by RM or third parties to standard specifications. You accept that RM is acting only as a supplier and that it is your responsibility to verify that the Service and / or Third Party Applications will be suitable for your own requirements. There are no warranties, conditions, guarantees or representations as to description, merchantability or fitness for a particular purpose or other warranties, conditions, guarantees or representations relating to the Service and / or Third Party Applications, whether express implied by statute or otherwise oral or in writing except as provided in this Agreement and except as to statute implied terms as to title.

6.2. You agree that RM will not be liable for any loss arising out of the provision of goods or services by any company, organisation or person other than RM (including by Third Party Application providers) or for any loss caused by your failure to perform your obligations under this Agreement. In particular but without limitation to the generality of the foregoing, RM shall not be responsible nor liable for your inability to access the Service and / or Third Party Applications, or any impairment in using the Service and / or Third Party Applications where such inability or impairment results from any incompatibility between any hardware or software used by you, unless such items have been supplied by RM specifically for use with the Service.

6.3. RM's liability shall be unlimited in respect of (a) any death or personal injury caused by its negligence or that of its employees, agents or contractors; (b) fraud; or (c) for any other matter in respect of which law prescribes that liability may not be excluded or limited.

6.4. Subject to clause 6.3 (above), RM shall not in any event be liable whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for: any loss of profits; loss or corruption of data; loss of use; loss of goodwill; anticipated savings; loss of amenity; or any indirect, special, consequential or pure economic loss, costs, damages, charges or expenses, in each case howsoever arising, in connection with or arising out of the supply, functioning or use of the Service 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 this Agreement.

6.5. Subject to clauses 5.4 and 6.3 (above), 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 the Service shall be limited to the fees paid or payable in respect of the Service. 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.

6.6. Where digital content supplied by RM is proven to have caused damage to the Your device or other digital content, RM may choose to either repair the device or digital content, or offer You compensation. Any compensation shall: (a) be reasonable in all the circumstances; and (b) only be payable where the damage

would not have occurred if RM had exercised reasonable care and skill.

6.7. RM and any Third Party Application provider will not be liable to You whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for any Third Party Applications which are provided free-of-charge.

7. DATA PROTECTION

7.1 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 Customer 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.

7.2 The Customer acknowledges that it is a Controller and that RM is a Processor.

7.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

7.4 RM shall:

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

7.4.2 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;

7.4.3 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;

7.4.4 assist the Customer, at the Customer'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;

7.4.5 notify the Customer without undue delay after becoming aware of a Personal Data Breach;

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

7.4.7 at the written direction of the Customer, delete or return the Data to the Customer 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

7.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 7 and provide access to the same for the purpose of a Customer 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.

7.5 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 Customer consents to the appointment by RM of sub-processors provided that:

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

7.5.2 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 7.

7.6 RM is aware of its sub-processor (an RM group entity) ("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. Recipient therefore 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. RM signs these terms as data exporter on behalf of the Customer 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. The Standard Contractual Terms are incorporated to this Agreement and are available at https://www.rm.com/contractual-terms.

7.7 Either Party may, at any time on not less than 30 days' notice, revise the above clause 7.6 by replacing it with any applicable controller to processor standard clauses or similar terms forming Party of an applicable certification scheme.

7.8 Subject to clauses 7.9 – 7.11, RM shall remain fully liable to the Customer for the performance of any sub-processor appointed by it pursuant to clause 7.5.

7.9 The Customer 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.

7.10 The Customer 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 7 by the Customer and/or its employees, agents and/or sub-contractors.

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

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

7.13 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.

Census information

7.14. The Department for Education and / or Your Local Authority may request extracts of data to satisfy their census and other reporting requirements, to carry out specific functions for which they are responsible. The submission of the census returns, including a set of named pupil records, is a statutory requirement on education establishments under Section 537A of the Education Act 1996. In these circumstances, the Department for Education and / Local Authority are the Data Controller and RM will provide information when reasonably requested to do so.

8. **SUPPORT SERVICES**

RM agrees to provide support services in the form of emails sent to the contact email address provided by You, not less than quarterly, to explain the following (which is a non-exhaustive list): functionality enhancement; user guides; training manuals; Service update explanations; and general support information.

9. **THIRD PARTY APPLICATIONS**

9.1. RM has the right to amend, add to, change, substitute, withdraw, cease support to or discontinue any Third Party Applications. Where the Third Party Application is provided free of charge, RM reserves the right to charge for such Third Party Application at any time and for any reason.

9.2. RM does not guarantee that any particular Third Party Applications will continue to be available. Should the Third Party Application provider cease providing the Third Party Application (either due to liquidation or otherwise), RM will assist You in sourcing an alternative. However, RM is unable to guarantee an alternative or no increase in the charges for the alternative Third Party Application.

9.3. RM has no liability for any Third Party Applications You choose to take from third parties, including if they are defective or deficient, and any dispute with a third party will not affect Your obligation to pay charges for the Services.

10. **TERMINATION**

10.1. Either party may terminate this Agreement:

10.1.1. in accordance with clause 2.2 or clause 4.9 (above);

10.1.2. if the other party commits any material breach of this Agreement;

10.1.3. if the other party commits any other breach of this Agreement which is not remedied within thirty (30) days of a notice requiring such breach to be remedied; or

10.1.4. if the other party ceases to carry on business or substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation or 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 action in consequence of debt or becomes unable to pay its debts as they fall due.

10.2. RM may terminate this Agreement forthwith (which would automatically terminate any related licence(s)) if you fail to pay any sums to RM in respect of the Service on the due date of payment.

10.3. Subject to clause 10.4 (below), prior to termination, you are able to access RM Integris to download the Customer Data. At the date of termination, your access to RM Integris will be revoked (unless you have purchased the archive service, which will provide you with read only rights) and you will no longer be able to access the Customer Data. RM will delete all live data from the RM Integris system sixty (60) days following the date of

termination. At this point, the Customer Data will not be recoverable.

10.4. Where this Agreement has been terminated by RM pursuant to clauses 10.1.2 to 10.1.4 or clause 10.2 (above), your right to access or use Customer Data shall immediately cease and RM may withhold, remove and/or discard Customer Data without notice. Additionally, RM shall have no obligation to maintain or forward any Customer Data in such circumstances.

11. ANTI-BRIBERY

You shall ensure that You and all of Your staff, agents, contractors and any other party performing Your obligations or exercising Your rights under or in connection with this Agreement and/or any other agreement that You 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. You 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.

12. NOTICE

12.1. Any notices you may wish to serve on RM must be sent by first class registered post to RM's registered office. Any such notice will be deemed delivered on receipt.

12.2. RM may give notice to you by means of a general notice on the Service, electronic mail to your e-mail address on record in RM's account information, or by first class mail to the address on your record held by RM. Any such correctly addressed notices shall be deemed to have been given upon the expiration of 48 hours after posting (if sent by first class mail) or 12 hours after sending (if sent by email).

13. MODIFICATIONS TO TERMS

RM may add to or change the terms of this Agreement. It is your responsibility as a user to refer to the terms of this Agreement on accessing the Service. Changes will be effective immediately after posting to the Service and you will be deemed to have accepted any change if you continue to access the Service after that time.

14. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure to perform its obligations under this Agreement (other than a payment of money) provided that such delay or failure is due to causes beyond its reasonable control. Such causes shall include but are not limited to acts of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, industrial disputes, change of law, acts or omissions of local government or other competent authorities.

15. NON-WAIVER

Failure by either party to exercise or delay exercising any of the terms of this Agreement shall not constitute or be deemed to be a waiver of its rights under this Agreement nor prejudice its rights to take subsequent action.

16. NON-ENFORCEABILITY

The invalidity or unenforceability for any reason of any part of this Agreement shall not prejudice the continuation in force of any other part of this Agreement.

17. ASSIGNMENT

This Agreement may not be assigned by you without the prior written consent of RM (which RM shall be entitled to refuse at its absolute discretion). RM shall be entitled to assign the benefit and/or burden of this Agreement to any other subsidiary (of any level) of RM plc (Regd No 01749877) upon giving notice to you to that effect. RM shall also be entitled to subcontract the performance of its obligations under this Agreement entirely at its discretion.

18. CUSTOMER MORE THAN ONE PERSON

Where any order for the Service has been made by two or more legal persons jointly, the liability of such persons and their obligations to RM under this Agreement shall be joint and several.

19. THIRD PARTY RIGHTS

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

20. OPEN SOURCE SOFTWARE

RM Integris makes use of certain third-party Open Source Software ("OSS") which are subject to third party open source licenses as set out in Schedule 2 (below).

21. GOVERNING LAW

This Agreement shall be governed by English law. The parties hereby submit to the exclusive jurisdiction of the English courts

RM

Schedule 1
Processor information – RM Integris

The Customer acknowledges that RM and its subcontractors may have access to Personal Data in the provision of RM Integris to the Customer 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	The subject matter is personal data for staff, pupils, suppliers and other contacts as entered into the MIS by the Customer.
	Nature and purposes of the processing	RM will process Personal Data in accordance with the applicable Agreement and the instructions of the Controller in relation to the Services until the expiry or valid termination of the applicable Agreement. Such Processing shall include: – Recording of data - Organisation of data - Storage of data - Retrieval of data - Disclosure via API service to third parties - Statutory reporting - Destruction of data
	Type of Personal Data	RM processes Personal Data on behalf of the Controller when required to do so in order to provide the Services. Please see the Information Audit for details of all personal information capable of being held within RM Integris. http://help.rmintegris.com/information-audit
	Categories of Data Subject	Staff, pupils, their contacts and suppliers. Further details on categories could be lifted from the information audit categories.
	Duration of the processing	Live Processing will be carried out for the duration of the Agreement. RM has a Disconnect Process which includes the destruction and deletion of data at contract end.
28 (3) (a)	Documented instructions	All processing carried out by RM will be done in accordance with RM Integris 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	Prior to termination, customers are able to access RM Integris to download the Customer Data. At the date of termination, access to RM Integris will be revoked (unless the archive service has been purchased) and customers will no longer be able to access the Customer Data. RM will delete all live data from the RM Integris system sixty (60) days following the date of termination. At this point, the Customer Data will not be recoverable.
28 (3) (h)	Transparency	RM will make available to the controller all information necessary to demonstrate compliance with its obligations.

RM

Schedule 2
Open Source Software (OSS)

The following OSS are subject to the MIT License as replicated beneath the table:

Component Name & Version	Copyright	Website
AngularJS 1.2.16	Copyright (c) 2020 Google LLC.	https://angularjs.org
AngularJS 1.3.3	Copyright (c) 2020 Google LLC.	https://angularjs.org
AngularJS 1.4.8	Copyright (c) 2020 Google LLC.	https://angularjs.org
JQuery 1.2.3	Copyright jQuery Foundation and other contributors	https://jquery.org
JQuery 1.3.2	Copyright jQuery Foundation and other contributors	https://jquery.org
JQuery 1.4.2	Copyright jQuery Foundation and other contributors	https://jquery.org
JQuery 1.6.2	Copyright jQuery Foundation and other contributors	https://jquery.org
JQuery 1.8.1	Copyright jQuery Foundation and other contributors	https://jquery.org
JQuery 1.8.2	Copyright jQuery Foundation and other contributors	https://jquery.org
JQuery 1.9.1	Copyright jQuery Foundation and other contributors	https://jquery.org
JQuery Mobile 1.2	Copyright jQuery Foundation and other contributors	https://jquery.org
JQuery UI Core 1.12.1	Copyright jQuery Foundation and other contributors	https://jquery.org
JQuery UI Core 1.9.1	Copyright jQuery Foundation and other contributors	https://jquery.org
JQuery UI Datepicker 1.9.1	Copyright jQuery Foundation and other contributors	https://jquery.org
Jquery UI Min 1.12.1	Copyright jQuery Foundation and other contributors	https://jquery.org
Jquery UI Min 1.8.16	Copyright jQuery Foundation and other contributors	https://jquery.org
React 15.6.2	Copyright 2022 Meta Platforms, Inc.	https://reactjs.org/

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.