

RM Support Services Terms and Conditions

(Effective August 2023)

1. APPLICATION OF THESE TERMS AND CONDITIONS

- 1.1. 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);
“Affiliate”	means, in relation to RM, its holding company or subsidiary company of it or that holding company, respectively;
“Business Day”	any day which is not a Saturday, Sunday, public holiday or bank holiday in England and Wales and also excluding RM’s shutdown period between Christmas and New Year each year;
“Conditions”	means these terms and conditions;
“Contract Holder”	means the person with which RM holds its contract to provide Services in accordance with these Conditions;
“Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time a) in the UK (including, but not limited to, the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426)) and/or b) to the extent that the General Data Protection Regulation EU 2016/679 (“EU GDPR”) applies, the law of the European Union or any member state of the European Union to which the Contract Holder is subject, which relates to the protection of personal data;
“Initial Term”	means the minimum term set out in the relevant quote from RM;
“Network”	means any network in relation to which RM provides the Services (including without limitation any “Community Connect” network and/or any Microsoft Windows, Apple or Google network);
“RM”	means RM Education Ltd, a company registered in England and Wales and whose registered office is situated at 142b Park Drive, Milton Park, Abingdon, Oxfordshire, OX14 4SE;
“Services”	means support services provided by RM as set out in the relevant quote;

“SIMS Support”	means support of the SIMS software operated by Education Software Solutions Ltd;
“Support Contract”	means the agreement between RM and the Contract Holder to provide the Services;
“UK GDPR”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018; and
“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.

3. RESPONSIBILITIES OF THE CONTRACT HOLDER

- 3.1. 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:

- 3.1.1. any of the Contract Holder’s responsibilities as set out in these Conditions is not performed; or
- 3.1.2. any Virus is transmitted onto any of RM’s systems.

Anti Virus Protection

- 3.2. 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.

Software maintenance

- 3.3. The Contract Holder must keep the Network current and secure by applying all appropriate validated service releases and software updates from RM or the appropriate 3rd party vendor.

Acceptable Use Policies

- 3.4. 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)). The Contract Holder shall indemnify RM for all loss, costs and expenses (including reasonable

legal expenses) arising out of or in connection with any failure by the Contract Holder or its users to comply with the Acceptable Use Policy.

Internet Access

- 3.5. 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.

Licensing

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

Network maintenance and configuration

- 3.7. 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.

Server maintenance

- 3.8. The Contract Holder must maintain securely, current backup copies of all relevant live systems that enable effective running of the Contract Holders network. These backup copies should enable a successful restoration of the live system by implementing a satisfactory backup approach using software tools and processes to test the quality. Suitable retention policies following best practice should be employed to enable a recovery in the event of a network failure. The Contract Holder must provide access to the current backup copies to RM (and any RM authorised third party) personnel connected with the provision of the Services where required.

Network access

- 3.9. 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.

Remote diagnostic services

- 3.10. 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.

Appointed ICT Support Staff

- 3.11. The Contract Holder must nominate a "Network Manager" and a maximum of five (5) 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.

Fair Usage and Network Management Training

- 3.12. The Contract Holder has unlimited usage of the Service however, if the number of support calls are significantly greater than the average, a price discussion may be had with the appropriate account manager.
- 3.13. 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.

Strategic Change

- 3.14. 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:
 - 3.14.1. adding a new server to the Network;
 - 3.14.2. changing the configuration or role of a server connected to the Network;
 - 3.14.3. changes to the topology and/or infrastructure of the Network; and/or
 - 3.14.4. 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:
 - 4.2.1. assistance with relocation of the Network(s) or part of the Network;
 - 4.2.2. 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;
 - 4.2.3. any provision of Services necessitated by repairs to the Contract Holder's premises, hardware or software attempted by non-RM personnel;
 - 4.2.4. assistance with writing or rewriting any software;
 - 4.2.5. project management;
 - 4.2.6. support for software on the network (other than the network software itself);
 - 4.2.7. advice given in connection with the removal or treatment of any Virus (please see also Condition 15 below);
 - 4.2.8. 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
 - 4.2.9. 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. SIMS SUPPORT

5.1. Where SIMS Support forms part of the Services, the Contract Holder shall be responsible for:

- 5.1.1. paying any applicable fees for the SIMS Software, including the "SIMS Licence and Annual Entitlement" fees directly to Education Software Solutions Ltd;
- 5.1.2. complying with any requirements or paying any other fees as directed by Education Software Solutions Ltd that are necessary to maintain a SIMS Direct subscription; and;
- 5.1.3. informing Education Software Solutions Ltd that RM will be acting as the Contract Holder's agent for the provision of SIMS Support.

5.2. Subject to Condition 5.1, the hours of service (for SIMS Support only) shall be, on Business Days:

- 5.2.1. Monday to Thursday – 08:00 to 17:00; and
- 5.2.2. Friday – 08:00 to 16:45

The SIMS Support service is closed on bank holidays and between 25th December and 1st January each year.

5.3. The Contract Holder shall indemnify RM for all loss, costs and expenses (including reasonable legal expenses) arising out of or in connection with any failure by the Contract Holder or its users to comply with the terms of any applicable third party licences, including any licence provided by Education Software Solutions Ltd.

6. PROVISION OF SOFTWARE FOR THE REMOTE DIAGNOSTIC SERVICE

6.1. 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.

6.2. RM may at its discretion at any time remove any software referred to in Condition 6.1 (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.

7. TERM

7.1. 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.

7.2. The Services shall commence on the date referred to in Condition 7.1 (above) and shall continue for the Initial Term. At the end of the Initial Term the Services shall automatically roll on for successive periods of 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 any subsequent twelve (12) month term.

8. PERIOD OF SERVICES AVAILABILITY

8.1. The Services will be carried out by RM during the hours set out below:

- 8.1.1. Telephone/ Webchat: 08.00 – 18.00 Mon-Fri (excluding bank holidays and between Christmas and New Year); and
- 8.1.2. Online Portal: 24/7 365,

Calls will be actioned between the hours 08.00 – 18.00 Mon-Fri (excluding bank holidays and between Christmas and New Year)

8.2. 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.

8.3. For onsite services (ordered separately from the Support Contract), work on the Contract Holder's site in accordance with a schedule agreed with the Contract Holder (both parties acting reasonably in all the circumstances) for a maximum duration of 6 hours per day.

9. PRICE

9.1. 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.

9.2. RM has the right, each contract year, to increase the price for the Services on 30 days' prior written notice to the Contract Holder, by the higher of: (i) the annual UK RPI-X increase; (ii) the annual UK Consumer Price Index increase; and (iii) 3%. Where applicable and on 30 days' prior written notice to the Contract Holder, RM reserves the right in its sole discretion, to pass onto the Contract Holder, any telecommunications connectivity pricing changes imposed on RM by its telecom suppliers.

10. PAYMENT

10.1. Unless otherwise notified to the Contract Holder in writing by RM, the Contract Holder shall pay all invoices within fourteen (14) 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) to determine terminate in whole or in part the Agreement.

10.2. All payments will be made without set off or counterclaim or any other withholding whatsoever.

11. PASSING OF RISK

11.1. 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.

12. CONFIDENTIAL INFORMATION

12.1. The Contract Holder agrees (unless agreed otherwise in writing by RM) , for the term of the Support Contract and for three years following termination of the Support Contract, to maintain in confidence and not use, disclose, reproduce or copy any materials or documentation, including without limitation any financial and sales information, or specification or software in any form whatsoever provided to the

Contract Holder other than for the purpose of fulfilling its obligations under the Support Contract and receiving the Services, or in order to obtain legal advice. The Contract Holder shall only disclose any such confidential information to its employees, contractors or service providers on a need-to-know basis, for the purposes set out above, subject to ensuring that they are bound by the same obligations set out in this Condition. The obligations of confidence in this Condition shall not apply to the extent that (i) any information is or comes into the public domain other than as a result of a breach of this Condition and/or (ii) any information is required to be disclosed by law or by order of a Court or other regulatory authority.

13. WARRANTY AND RM'S LIABILITY

- 13.1. RM warrants to the Contract Holder that it will use 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.
- 13.2. Notwithstanding Condition 13.1 (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.
- 13.3. In the event of a breach of the warranty in Condition 13.1 (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.
- 13.4. 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.
- 13.5. 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).
- 13.6. 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.
- 13.7. 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.
- 13.8. Except in respect of the liability of RM for fraudulent misrepresentation, 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.

14. GENERAL ADVICE

- 14.1. 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 to make its own independent decision based on its own understanding of all relevant criteria. 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 given by RM to the Contract Holder.

15. ADVICE CONCERNING VIRUSES

- 15.1. 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.

16. TERMINATION

- 16.1. 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:
 - 16.1.1. If the Contract Holder fails to pay any sums to RM on the due date of payment; or
 - 16.1.2. 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
 - 16.1.3. 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.

- 16.2. 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.

17. DATA PROTECTION

- 17.1. In each Support Contract, 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 Data Protection Legislation and "Data" shall mean the Personal Data and Special Categories of Personal Data provided to RM by the Contract Holder in connection with the Support Contract.
- 17.2. The Contract Holder acknowledges that it is a Controller and that RM is a Processor.

17.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 17 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

17.4 RM shall:

- 17.4.1 ensure that its employees shall, Process the Data only on the Contract Holder's instructions as set out or referred to in the Support Contract to provide the Services;
- 17.4.2 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;
- 17.4.3 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;
- 17.4.4 assist the Contract Holder, at the Contract Holder'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;
- 17.4.5 notify the Contract Holder without undue delay after becoming aware of a Personal Data Breach;
- 17.4.6 notify the Contract Holder immediately if it considers that any of the Contract Holder's instructions infringe the Data Protection Legislation;
- 17.4.7 at the written direction of the Contract Holder, delete or return the Data to the Contract Holder 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
- 17.4.8 maintain complete and accurate records and information to demonstrate its compliance with this Condition 17 and provide access to the same for the purpose of a Contract Holder 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, must be conducted within RM's normal business hours, cause minimal disruption to RM, and be at the Contract Holder's sole cost.

17.5 The parties acknowledge that RM will also use services and/or products from sub-processors in order to provide the Service under the Agreement and that, in doing so, RM may transfer Data to such sub-processors. Accordingly:

- 17.5.1 The Contract Holder consents to the appointment by RM of the sub-processors listed in Schedule 1;
- 17.5.2 RM may appoint new sub-processors or make changes to the list in Schedule 1 provided that it notifies the Contract Holder in writing a reasonable period of time in advance before a new sub-processor is granted access to Data; and
- 17.5.3 the Contract Holder may object on reasonable data protection grounds in writing to the appointment of any new sub-processor provided it does so no later than 14 days after receiving the notice referred to in 17.5.2. If the parties cannot agree on a solution within a reasonable time, either party may terminate the Services.

17.6 RM shall:

- 17.6.1 agree written contractual obligations with each sub-processor which are at least equivalent to the obligations imposed on RM pursuant to this Condition 17; and
- 17.6.2 if applicable, ensure that appropriate safeguards are in place before internationally transferring Personal Data to its sub-processors.

17.7 The Contract Holder agrees that, to provide the Service under the Agreement, RM will transfer the Data to sub-processors (including Affiliates) as set out in this Condition 17.7. RM will transfer the Data outside the United Kingdom and the European Economic Area ("EEA") to third countries which, at the time of the transfer, are not covered by adequacy regulations made by the Information Commissioner's Office or the European Commission under the Data Protection Legislation for the purpose of the transfer of personal data pursuant to the Data Protection Legislation (each an "International Transfer"). For each International Transfer, RM shall ensure that an agreement is in place with the relevant sub-processor(s) which shall incorporate the EU Standard Contractual Clauses ("EU SCCs") and UK International Data Transfer Addendum to the EU SCCs for the transfer of Personal Data (the "EU SCCs and UK Addendum") or, if the EU GDPR does not apply, only the UK International Transfer Agreement. Under this Condition 17.7, RM may make International Transfers to its Affiliate RMESI (located in India) as well as to the sub-processors located outside the EEA as set out in Schedule 1. Details of the EU SCCs and UK Addendum agreed between RM and its Affiliate RMESI can be found on [this](#) page under the heading "Data Protection Terms".

17.8 Subject to Conditions 17.9 – 17.11, RM shall remain fully liable to the Contract Holder for the performance of any sub-processor appointed by it pursuant to Conditions 17.5.

17.9 The Contract Holder 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 Support Contract.

17.10 The Contract Holder 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 Condition 17 by the Contract Holder and/or its employees, agents and/or sub-contractors.

17.11 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.

17.12 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.

17.13 RM may also act as an independent Controller as further set out in RM's privacy policy which can be found at www.rm.com.

18. MISCELLANEOUS

18.1. 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.

18.2. Neither party shall be liable to the other for any delay in or failure to perform its obligations under the Support Contract (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.

- 18.3. 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.
- 18.4. 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.
- 18.5. The invalidity or unenforceability for any reason of any part of these Conditions shall not prejudice the continuation in force of the remainder thereof.
- 18.6. 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 the Support Contract 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.
- 18.7. These Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions or the subject matter or formation of these Conditions, shall be deemed to have been made in, and shall be construed pursuant to, the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions, their formation or subject-matter.
- 18.8. Formal contractual notices shall be delivered both by email, and by courier or first class registered post to the parties' representatives below at the following addresses:

Contract Holder: the Contract Holder's registered address, and the email address of either the senior company representative of the Contract Holder or the Contract Holder's account manager as set out in the applicable Support Contract;

RM: RM's registered address at 142b Park Drive, Milton Park, Abingdon, Oxfordshire OX14 4SE, England, marked for the attention of the Company Secretary, RM Education Ltd, and the email of RM's Company Secretary at

CompanySecretary@rm.com, with in copy Notifications@rm.com and Contract Holders' account manager.

- 18.9. Operational correspondence should be sent to a party's usual operational contact(s).
- 18.10. All formal contractual notices delivered by first class registered post or courier will be deemed to have been delivered on the second Business Day after posting. Emails will be deemed to have been delivered instantaneously provided that no notice of failure to deliver the email is received at the time of transmission. Where an email is received outside of business hours (9.00am to 5.00pm on a Business Day), it will be deemed delivered on the next Business Day.
- 18.11. Where the Contract Holder comprises two or more persons their liability and obligations to RM shall be joint and several.
- 18.12. 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.
- 18.13. 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.
- 18.14. RM reserves the right to change the Conditions 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.

19. **ANTI-BRIBERY**

- 19.1. 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 the Support Contract 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 Condition and the relevant laws, regulations and codes of conduct.

Schedule 1
Processor information – RM Support

The Contract Holder acknowledges that RM and its subcontractors may have access to Personal Data in the provision of RM Support to the Contract Holder 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 UK GDPR.

Article	Description	Details
28 (3)	Subject matter of the processing	The subject matter is the provision of Services to the Contract Holder.
	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. The nature of the Processing shall include any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
	Type of Personal Data	RM Processes the following types of Data in order to provide the Services: - Name - Username - Login credentials - Contact information - Job role - Organisation - Education or assessment data - Any other Data provided to RM by the Customer and/or its users or collected by RM during the term of this Agreement and any renewals.
	Categories of Data Subject	- School staff and employees, - Pupils / children
	Duration of the processing	Live Processing will be carried out for the duration of the Agreement. After contract end, RM will cease Processing and delete any personal data within 60 days.
28 (3) (a)	Documented instructions	All processing carried out by RM for the Contract Holder will be done in accordance with RM Support Services Terms and Conditions.
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	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 (available upon request) and Privacy Policy (which can be found at www.rm.com).
28 (3) (f)	Compliance	Data processing carried out by RM will be compliant with Data Protection Legislation. Where appropriate, RM will assist Controllers in demonstrating such compliance.
28 (3) (g)	Data deletion	At the date of termination, access to RM Support will be revoked and RM will no longer access the Contract Holder Data. RM will delete all live data from its systems sixty (60) days following the date of termination. At this point, the Contract Holder 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.

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