

RM Subscription Licence
Terms and Conditions for Software Products
(Effective November 2024)

THESE SUBSCRIPTION LICENCE TERMS AND CONDITIONS (TERMS AND CONDITIONS) SHALL APPLY TO EACH OF THE FOLLOWING PRODUCTS FOR WHICH A SUBSCRIPTION IS AGREED WITH RM: RM UNIFY, RM APPS (AS DEFINED BELOW), PARENT PORTAL, RM EASIMATHS, RM COMMUNITY CONNECT RM COMPARE (EACH A “PRODUCT” AND TOGETHER THE “PRODUCTS”) AND INCLUDE THE SPECIAL TERMS ANNEXED HERETO.

BY USING, ACCESSING, DOWNLOADING, OR INSTALLING ANY RM PRODUCT CUSTOMER AGREES THAT IT HAS READ AND

UNDERSTOOD AND HEREBY AGREES TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS GOVERNING USE OF THE PRODUCT(S).

THESE TERMS AND CONDITIONS SHALL APPLY TO CUSTOMER’S USE OF THE PRODUCT(S) REGARDLESS OF ANY OTHER TERMS AND CONDITIONS THAT CUSTOMER MAY HAVE PROPOSED AND/OR ANY OTHER TERMS THAT MAY HAVE BEEN AGREED EITHER IN WRITING OR ORALLY BETWEEN CUSTOMER AND RM (OTHER THAN THE RM TERMS AND CONDITIONS OF SALE OR ADDITIONAL RM TERMS FOR ANY OTHER SERVICE).

1. DEFINITIONS

Unless the context otherwise requires, the words “include(s)” and “including” will be construed without limitation and words in the singular shall include the plural, and vice versa. The following terms shall have the meaning set out below:

“Acceptable Use Policy” means an RM policy for the fair and acceptable use of the Product(s) by all RM customers, as set out in the Special Terms, where applicable;

“Affiliate” means, in relation to RM, its holding company or subsidiary company of it or that holding company, respectively;

“Agreement” means the Order and these terms and conditions which are hereby incorporated in the Order;

“Authorised Users” means those Permitted Users that are authorised by Customer to use the Subscribed Product(s) and the Documentation;

“Availability” means the period of time (if any) during which RM warrants that Customer and Authorised Users shall be able to access a Subscribed Product, as set out in the Order

“Confidential Information” means and includes all information which the disclosing party reasonably regards as confidential (which in the case of RM shall include without limitation all of RM’s technical materials, software, trade secrets, documentation and pricing) but shall exclude information which:

- (a) is already in the public domain or comes into the public domain other than as a result of a breach of the Agreement;
- (b) the receiving party can demonstrate was developed independently of information received from the other party;

(c) is required to be disclosed by statute (but not contractual obligation); and

(d) is received from a third party who is entitled to share such information without restriction;

“Customer” means the Customer identified in the Order;

“Customer Data” means any data, information or material provided or submitted by Customer or Customer’s Authorised Users in the course of using the Subscribed Product(s), which may include Personal Data (as defined in clause 11);

“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 Customer is subject, which relates to the protection of personal data;

“Effective Date” means the earlier of the date the Subscription is accepted by RM or the date Customer begins using the Subscribed Product(s), whichever is the earlier;

“Initial Term” means the initial term of a Subscription, as stated in the Order;

“IPR” means all rights, title and interest (present and future) in inventions, patents, trademarks, service marks, designs, utility models, whether registered or not, copyright, trade secrets, know-how, software,

	discoveries, improvements, concepts, models, drawings, databases, processes logos, rights to software, and all rights to confidential or proprietary information including all rights to know-how and other technical or commercial information and all other rights of similar nature (including under the EU Database Directive as implemented in the United Kingdom) whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;	Third Party Apps and User Subscription (as applicable) by RM to the Customer;
"Liability"	means any liability whether in contract, tort, negligence, for breach of statutory duty or otherwise, in all cases and however arising;	"Software" means any RM-supplied software installed on Customer infrastructure as part of, or for use with a Subscribed Product
"Malware"	means any software program or code intended to destroy, interfere with, corrupt, or have a disruptive effect on program files, data or other information, executable code, or application software macros, whether or not its operation is immediate or delayed, and whether such software programme or code is introduced wilfully, negligently or without knowledge of its existence and including computer programmes commonly referred to as viruses, worms, trojan horses, key-loggers, and spyware;	"Special Terms" means the additional terms and conditions applicable to specific Products, as set out in Schedule 1 below;
"Order"	means the order placed by Customer which shall identify the Subscribed Products(s), Term, and number of modules, number of Authorised Users and other details relating to the Subscribed Product(s) and which is accepted by RM. An order can include any completed RM order form or any instruction to create an account to use an RM Product, for example where Customer registers to use a free or trial version of a Product;	"Specification" means as defined in clause 3.1;
"Permitted Users"	has the meaning given to it in the applicable Special Terms for each Product;	"Subscribed Product" means the Product or part thereof forming the subject of a Subscription, as named in the relevant Order;
"Product"	means any of the RM products set out above;	"Subscription" means a licence to use the Product(s) over a network (typically the internet), for a limited period of time;
"Renewal Term"	means any period by which the Initial Term is extended pursuant to Clause 2;	"Suppliers" means companies that supply software, hardware or services that are required to deliver the Product;
"RM"	means RM Education Ltd of 142B Park Drive, Milton Park, Abingdon, Oxon, OX14 4SE, United Kingdom;	"Support" means the definition given to it in clause 22, unless any other Support is set out in the applicable Special Terms;
"RM Apps"	means RM Owned Apps and Third Party Apps as set out below;	"Term" means the Initial Term and any Renewal Term;
"RM Owned Apps"	means applications owned by RM which are provided by RM and accessible via or alongside the Subscribed Product;	"Third Party Apps" means applications provided by third parties which are accessible via, or alongside, the Subscribed Product;
"Service"	means the provision of the Subscription, Support, RM Owned Apps, Software,	"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;
		"Unacceptable Content" means any material of any nature whatsoever which is or contains any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; promotes violence; depicts sexually explicit images; is discriminatory based on race, gender, colour, religion or religious belief, sex, sexual orientation, disability or is otherwise illegal or causes damage or injury to any person or property and/or is Malware.
		"User Limit" means the maximum number of Authorised Users permitted to use the Subscribed Product(s), as set out in the Agreement;
		"User Subscription" means a subscription purchased by the Customer which entitles Authorised Users (up to the number stated in the Agreement) to access and use the Subscribed Product(s) in accordance with the Agreement;

"Working Day"

the hours between 9:00 – 17:00, Monday to Friday inclusive excluding public/bank holidays in England and RM's shutdown period between Christmas and New Year each year.

2. DURATION

- 2.1. This Subscription shall commence on the Effective Date and continue until the end of the Initial Term.
- 2.2. At the end of the Initial Term or any subsequent Renewal Term (as defined below), unless Customer has given RM notice to terminate in accordance with these terms, the Subscription shall automatically renew for a further period equal to the Initial Term at the then-current rate payable for the Product(s).

3. SPECIFICATION OF PRODUCT

- 3.1. The specification of each Product is as described in any applicable Special Terms ("**Specification**").
- 3.2. RM is not responsible for any problems with communications networks and facilities operated by third parties, including without limitation the internet, insofar as such problems affect Customer or Authorised Users' access to the Product. RM shall have no Liability to Customer or Authorised Users in respect of any such problems and makes no warranty or representation whatsoever as to the availability of Products dependent on the availability of the internet.

4. RIGHTS TO USE PRODUCTS AND RESTRICTIONS

- 4.1. From the commencement of the Initial Term (subject to any provisioning or installation works required) Customer shall receive access details for the Subscribed Products and shall have the non-exclusive, limited, non-transferable right to permit Authorised Users to access the Subscribed Product(s) for use solely in connection with the provision of educational services. Neither Customer nor Authorised Users are permitted to allow any other parties to access or use the Subscribed Product(s) and Customer will not charge any Authorised User for access or use of the Subscribed Product(s) unless it has first obtained RM's written consent.
- 4.2. Customer may produce copies of any instructions provided by RM and distribute such copies to Authorised Users to enable them to use the Subscribed Product(s). This shall be without prejudice to the provisions of clause 7.
- 4.3. All rights not expressly granted in the Agreement are reserved to RM. No rights are granted by implication.
- 4.4. Customer's Order will set out the level of Support Customer has purchased, if applicable, and such services will be subject to additional terms and conditions. If Customer requires any additional support services, RM reserves the right to charge for such additional services at its then-current rates.

5. CUSTOMER RESPONSIBILITIES

- 5.1. RM may prescribe the format for Authorised Usernames and passwords, and/or may alter any of them upon reasonable notice. Authorised Usernames and any passwords are non-transferable, and Customer shall not, and shall ensure that each Authorised User shall not disclose or share them with anyone else. If Customer or any Authorised User disclose or share their user account details with any third party, allow any third party to use a Subscribed Product or otherwise violate the terms of the Agreement in any other way, or if usage of the Subscribed Product(s) exceeds the User Limit, Customer shall indemnify and hold harmless RM and its Suppliers for any losses costs or damages incurred by RM or its Suppliers as a result of or in connection with such actions. If RM reasonably believes that an account is being used in any way which contravenes the terms of

this Agreement, the terms of any applicable Acceptable Use Policy or any applicable law, RM reserves the right to suspend or terminate access rights immediately without notice and to block

access to the Authorised User account(s) involved. RM will use reasonable efforts to inform Customer promptly after taking such action.

- 5.2. Unless otherwise agreed in writing, Customer is solely responsible for acquiring and maintaining all computer hardware and software, telephone and communications equipment needed for access to and use of the Subscribed Product(s).
- 5.3. Customer is solely responsible for obtaining all appropriate and necessary consents and authorisations from any relevant third party in order to disclose any Customer Data (including personally identifiable information relating to Users) to RM to enable RM to provide the Subscribed Product(s) or use such Customer Data in connection with the Subscribed Product(s). Customer is responsible for ensuring all provision of Customer Data to RM and all use of Customer Data by Authorised Users is compliant with all applicable laws and consistent with Authorised Users' obligations to third parties.
- 5.4. Customer owns and has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and IPR ownership or rights to use all Customer Data and RM shall not be responsible for or have any liability for any deletion, correction, destruction, damage, loss of or failure to store any Customer Data. Customer is required to maintain back-up copies of all Customer Data to the extent that Authorised Users require such back-up copies.
- 5.5. Customer agrees and shall ensure that no Malware will be introduced into any computer equipment or system of RM or any part of the Subscribed Product(s). Customer further agrees to use virus-checking software before downloading any material from the internet or the Subscribed Product(s) and, unless RM has expressly agreed otherwise, Customer shall be responsible for applying anti-virus software to protect Authorised Users' machines and networks.
- 5.6. Customer agrees to ensure that it shall not and shall procure that no Authorised User will use the Subscribed Product(s) for the purposes of storing, transmitting or receiving any Unacceptable Content.
- 5.7. Customer shall not transmit or allow to be transmitted large amounts of data so as to disrupt the Subscribed Product(s) or comprise a denial-of-service attack so as to have a detrimental effect on the Subscribed Product(s) for Customer or any other customers or partners of RM.
- 5.8. If any Subscribed Product or RM App directs the Authorised User to a third party's terms and conditions, any acceptance thereof by such Authorised User shall create a contract directly between Customer and such third party. Customer and Authorised Users should make appropriate investigations before proceeding with any transaction. Customer agrees that RM shall not be Liable for any loss of damage incurred as a result of such dealings. If there is a dispute between Customer or any Authorised User and a third party, Customer understands and acknowledges that RM is under no obligation to become involved. In the event of such a dispute, Customer shall indemnify and hold harmless RM, its officers, employees, contractors and agents against any liability arising from claims, demands and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or the Subscribed Product or such App.
- 5.9. Notwithstanding any other provision of the Agreement, RM reserves the right to amend, remove, suspend or disable access to any RM Apps or other materials which Authorised Users may access via the Subscribed Product without notice. In no event will RM be Liable for making such amendments, removals,

suspensions or disabling of access and Authorised Users shall not be entitled to any refund from RM for the aforementioned.

- 5.10. Customer is required and shall ensure that all Authorised Users comply with all applicable laws and regulations when using or accessing the Subscribed Product(s). Customer shall be responsible for any breach of the Agreement by itself or any Authorised User. Customer undertakes to ensure that the maximum number of Authorised Users does not exceed the User Limit and shall keep an up-to-date list of current Authorised Users and provide RM with such list upon written request.
- 5.11. Customer agrees to provide RM with all reasonable cooperation in relation to the Agreement. RM shall be entitled from time to time to audit Customer's use of the Products in order to establish that the Products are being used in compliance with the Agreement and the User Limit.

6. PAYMENT

- 6.1. Payments for the Initial Term of a Subscription shall be made in accordance with the terms of the relevant Order.
- 6.2. Payments for any Renewal Term of a Subscription shall be as set out in an Order (if applicable) or in RM's quotation and invoice sent to Customer upon automatic renewal, as set out in clause 2.2 above.
- 6.3. Customer shall pay all invoices within fourteen (14) days of the date thereof (time being of the essence). All prices are exclusive of value added tax (and any similar tax) and where applicable these will be added as separate items on RM's invoice.
- 6.4. RM reserves the right to charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 from time to time on any payment or any part payment overdue calculated from the date due, recover its expenses including legal fees and costs of collection and suspend and terminate the Customer's right to use the Subscribed Product. RM has no obligation to provide any Product until RM has received full payment for the Product that the Customer has purchased.

Indexation

- 6.5. In addition to any other increases (including for increases in third party costs), RM have the right, each contract year, to increase the price of an Order to reflect indexation, on 30 days' notice to the Customer, to the higher of: (i) the price indexed to the Retail Prices Index; (ii) the price indexed to the Consumer Prices Index; or (iii) 3%.

7. INTELLECTUAL PROPERTY

- 7.1. Title to the Software and in the Products shall at all times remain vested in RM or its licensors and shall remain protected by copyright laws and international treaty provisions. At no time shall Customer or Authorised Users gain any title to the Products.
- 7.2. Where Software is provided to Customer for use with the Subscribed Product RM hereby grants Customer a limited, non-exclusive, non-transferable licence to use the Software for the duration of the Term. Customer shall and shall procure that Authorised Users shall treat the Subscribed Product and the Software like any other copyrighted material (e.g., a book or musical recording), except that Customer or Authorised Users may either:
- 7.2.1. make one copy of the Software solely for backup or archival purposes; or
- 7.2.2. transfer the Software to a single hard disk, provided that Customer keeps the original solely for backup or archival purposes. Customer must reproduce and include the copyright notice on any such copy. For the avoidance of doubt, the above clause 7.2.1 shall only apply in relation to the Software and not any other

information, materials or other items provided or made accessible as part of the Subscribed Product, save as expressly set out in clause 4.2 (above).

- 7.3. Customer undertakes not to perform (nor allow any Authorised User to perform) any of the acts referred to in this clause 7.3 except to the extent and only to the extent permitted by law as an Authorised User and only then for the specific limited purpose permitted by law or in the Agreement. Customer undertakes (including on behalf of all Authorised Users):

7.3.1. not to copy or network the Subscribed Product and/or Software (other than for normal system operation and as expressly specified in the Agreement) nor otherwise reproduce the same;

7.3.2. not to translate, adapt, vary or modify the Subscribed Product and/or Software;

7.3.3. not to disassemble, decompile or reverse engineer the Subscribed Product and/or Software;

7.3.4. not to remove, obscure or modify any notice of patent, copyright, trademark or other proprietary rights notice on the Subscribed Product and/or Software;

7.3.5. not to sublicense, distribute, rent, lease, or otherwise transfer the Subscribed Product and/or Software or any unique access code or copy the Subscribed Product and/or Software other than as expressly provided in the Agreement;

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

7.3.7. not to use the Subscribed Product and/or 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;

7.3.8. not to reproduce or transmit to or store in any website any part of the Subscribed Product(s), 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

7.3.9. not to enable a third party to access or use the Subscribed Product(s) or do any of the acts set out in this clause 7.3.

- 7.4. If notified promptly in writing of any action (and all prior claims relating to such action) brought against Customer, based on a claim that any Authorised User's use of the Subscribed Product or Software infringes a UK 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 or other dispute resolution process arising out of a claim of infringement for a UK patent or copyright, or if in RM's opinion, the Subscribed Product or Software is likely to become the subject of a claim of infringement of a UK patent or copyright, RM will at its option and expense either: procure for Customer and any Authorised Users the right to continue using the Subscribed Product and the Software; replace or modify the same so that it becomes non-infringing; or refund any fees for pre-paid unused Subscriptions and terminate the affected Subscriptions. RM will not have any liability to Customer under any provision of this section if the infringement or claim thereof is caused by:

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

7.4.2. the use of the Service or Software in carrying out any

patented process; or

7.4.3. infringement as described in clause 8.1 (below).

7.5. Clause 7.4 (above) states the entire liability of RM to Customer and constitutes Customer's sole remedy with respect to infringement of patents or copyrights by a Subscribed Product or the Software, by its operation any part thereof. No costs or expenses will be incurred for the account of RM without the prior written consent of RM.

8. USE OF THE PRODUCTS, MODIFICATIONS TO THE PRODUCTS

8.1. Customer is responsible for monitoring any content or information submitted by any Authorised User. Customer is required to implement policies and procedures to ensure all content submitted by Authorised Users in connection with their use of a Subscribed Product is (i) appropriate for the Authorised Users; (ii) in accordance with Customer's requirements; and (iii) in conformance with the terms of the Agreement and any applicable Acceptable Use Policy. RM may remove any content (or, if applicable, RM Apps) from the Subscribed Product in its absolute discretion and without notice (particularly content that may be illegal, of substandard quality or in violation of any term of the Agreement or Acceptable Use Policy) and/or may immediately suspend or terminate access to and use of the Subscribed Product by any Authorised User associated with content or activities that violate any term of the Agreement. RM further reserves the right to suspend access to the Subscribed Product in the event any of Customer's Authorised Users' activities pose a risk to RM's systems, network, or use of any Subscribed Product(s) by RM's other customers. Customer shall indemnify and hold harmless RM against any expense, judgment, liability or loss, or infringement of any IPRs which results from or arises in connection with: (a) Customer's provision of the Customer Data to RM; (b) RM's compliance with Customer's or any Authorised User's instructions; (c) use by RM of any Customer Data or other materials or information provided by Customer or any Authorised User; (d) use of RM Apps accessed via any Subscribed Product by Authorised Users, (e) the violation of any law, regulation or third party right by any content, data or information provided by any Authorised User; or (f) any Authorised User's violation of this Agreement.

8.2. RM may update, modify, change features, or improve the Subscribed Product and Software from time to time. To the extent any such modification results in a material adverse impact to Customer and Customer notifies RM within thirty (30) days of such material adverse impact, RM will (at its sole discretion in all cases) either (i) modify the Subscribed Product or Software to remedy the material adverse impact; (ii) provide a workaround to the material adverse impact; or (iii) allow Customer to terminate the Agreement without additional liability on condition that Customer's termination is completed within an additional thirty (30) day period.

9. TERMINATION

9.1. Either party may terminate the Agreement:

9.1.1. in accordance with the notice period set out in the applicable Special Terms;

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

9.2. Either party may terminate this Agreement immediately if the other party:

9.2.1. has receiver, manager, administrator, or similar officer appointed over all or a material part of its undertakings, assets, or income;

9.2.2. has passed a resolution for its winding-up or a court of competent jurisdiction makes an order for its winding-up or dissolution;

9.2.3. enters an arrangement, compromise, or composition in satisfaction of its debts with its creditors or any class of them, or takes steps to obtain a moratorium, or makes an application to a court of competent jurisdiction for protection from its creditors; or

9.2.4. is unable to pay its debts, or is reasonably deemed unable to pay its debts, within the meaning of section 123 of the Insolvency Act 1986.

9.3. RM may terminate the Agreement upon written notice to Customer (which for the avoidance of doubt will automatically terminate Customer's licence to use the associated Subscribed Product) if:

9.3.1. Customer fails to pay any sums due to RM by the due date of payment; and

9.3.2. RM has informed the Customer in writing (which may be email) that payment is due and RM has not received the relevant payments within the following seven (7) days.

9.4. Subject to clause 9.5 below, following termination of the Agreement, RM may provide Customer with access to the Subscribed Product for a limited period in order for Customer to take copies of any Customer Data, provided that this is requested at the time of termination. Please refer to the applicable Special Terms below for details of such period, if any.

9.5. Where the Agreement has been terminated by RM pursuant to clause 9.1.2, 9.2 or 9.3 (above), Customer's right and the right of Authorised Users' to access Customer Data shall immediately cease and RM may remove and/or discard Customer Data without notice. RM shall have no obligation to maintain or forward any Customer Data in any circumstances and Customer shall not be entitled to any refund.

9.6. Where the Agreement is terminated by Customer pursuant to clause 9.1.2 or 9.2, Customer shall be entitled to a pro rata refund of any fees for Subscribed Products paid but unused at the time of termination.

10. LIMITED WARRANTY AND WARRANTY DISCLAIMER

10.1. RM warrants that the Subscribed Product will perform substantially in accordance with the accompanying written materials for a period of 90 days from the date of receipt. Any implied warranties on the Subscribed Product are limited to 90 days.

10.2. Customer accepts that it is Customer's responsibility to verify that the Subscribed Product is suitable for Customer and Authorised Users' own requirements and the results Customer and Authorised Users intend to achieve through use of the Subscribed Product.

10.3. RM warrants the Availability of the Subscribed Products as set out in the Order. If no Availability is referred to on the Order, RM makes no such warranty.

10.4. To the fullest extent possible under applicable law, RM disclaims all other warranties, express or implied, in relation to the Subscribed Products and any accompanying materials, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

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 Data Protection Legislation and "Data" shall mean the Personal Data and Special Categories of Personal Data provided to RM by Customer in connection with the Agreement.

- 11.2 Customer acknowledges that Customer 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 Customer's instructions as set out or referred to in the Agreement to provide the Subscribed Product;
 - 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 a Service, including duties of confidentiality under any employment contracts;
 - 11.4.4 assist Customer, at 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;
 - 11.4.5 notify Customer without undue delay after becoming aware of a Personal Data Breach;
 - 11.4.6 notify Customer immediately if it considers that any of Customer's instructions infringe the Data Protection Legislation;
 - 11.4.7 at Customer's written direction, delete or return the Data to Customer after the end of the provision of a Service 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 backups until such Data is permanently deleted; and
 - 11.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 11 during the Term of the Agreement and provide access to the same for the purpose of an audit conducted by Customer. Any such audit must take place no more than once in any twelve (12) month period, must be on not less than thirty (30) days' written notice to RM, must be conducted within RM's normal business hours, cause minimal disruption to RM, and be at Customer's sole cost.
- 11.5 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:
- 11.5.1 Customer consents to the appointment by RM of the sub-processors listed in Schedule 2;
 - 11.5.2 RM may appoint new sub-processors or make changes to the list in Schedule 2 provided that it notifies Customer in writing at least 14 days before a new sub-processor is granted access to Data; and
 - 11.5.3 Customer may reasonably object in writing to any new sub-processor. If the parties cannot agree on a solution within a reasonable time, either party may terminate this Agreement.
- 11.6 RM shall:
- 11.6.1.1 agree written contractual obligations with each sub-processor which are at least equivalent to the obligations imposed on RM pursuant to this clause 11; and
 - 11.6.1.2 if applicable, ensure that appropriate safeguards are in place before internationally transferring Personal Data to its sub-processors.
- 11.7 Customer agrees that, to provide the Service under the Agreement, RM will transfer the Data to sub-processors (including Affiliates) as set out in this clause 11.7. 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"). Under this clause 11.7, 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 2. 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".
- 11.8 RM shall remain fully liable to Customer for the performance of any sub-processor appointed by it pursuant to clause 11.5.
- 11.9 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 Service is provided under the Agreement.
- 11.10 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 11 by Customer and/or Authorised Users, employees, agents and/or sub-contractors.
- 11.11 Customer acknowledges that RM is reliant on 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 Customer or any Data Subject arising from any action or omission by RM to the extent that such action or omission resulted from Customer's instructions.
- 11.12 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.
- 11.13 Schedule 2 below sets out the following information regarding Processing of 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. CONFIDENTIALITY

12.1. The information that Customer and Authorised Users provide to RM will be used by RM for the effective administration of the Subscriptions and to communicate with Customer and Authorised Users generally, including but not limited to for the purposes of any support services.

12.2. Customer agrees to keep and to procure that Authorised Users keep RM's Confidential Information secure and to implement such security measures in relation to RM's Confidential Information as Customer employs for its own Confidential Information, but in no event will Customer or Authorised Users use less than reasonable measures to protect RM's Confidential Information. Customer acknowledges and agrees that any Software used to provide, or provide as part of, any Subscribed Product constitutes RM's Confidential Information. Customer agrees that Authorised Users will not disclose any of RM's Confidential Information to any third party without RM's prior written consent.

13. LIMITATION OF LIABILITY

13.1. Customer agrees 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 any applicable Third Party Apps providers) in connection with the supply to Customer of any Subscribed Product or otherwise under or in relation to the Agreement, in particular but without limitation to the generality of the foregoing, RM shall neither be responsible nor Liable for Customer's or any Authorised Users' inability to access a Subscribed Product or any impairment in using a Subscribed Product (or any applicable Third Party Apps) where such inability or impairment results from any incompatibility between any hardware or software used by Customer or any Authorised User, unless such items have been supplied by RM specifically for use with the Subscribed Product.

13.2. 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 fraudulent misrepresentation; or (c) for any other liability which may not be excluded or limited by law.

13.3. Subject to clause 13.2 (above), RM shall not in any event be liable 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 or consequential losses, in each case howsoever arising under or in connection with the Agreement even if RM shall have been advised of the possibility of such potential loss.

13.4. Subject to clauses 13.2 and 13.3 (above), the maximum aggregate Liability of RM for any loss or damage howsoever arising under or in connection with the Agreement shall be limited to the fees paid or payable in respect of the Agreement. This limit shall also apply in the event that any exclusion or other limitation of liability 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.

13.5. RM (and any Third Party Apps Provider, if applicable) will not be Liable to Customer for any Third Party Apps which are provided free of charge.

14. REGULATORY COMPLIANCE

14.1. Customer shall ensure that Customer, Authorised Users and all staff, agents, contractors and any other party performing Customer's obligations or exercising Customer's rights under or in connection with the Agreement and/or any other agreement that Customer may have with RM, comply at all times with all applicable laws, regulations and codes of conduct in all jurisdictions in relation to all of the below:

14.1.1. Anti-bribery and/or anti-corruption; and

14.1.2. Anti-slavery and/or anti-human trafficking.

14.2. Customer 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.

15. NOTICE

15.1. Any notice required to be given under the Agreement shall be in writing and sent to the address of the Customer set out in each Order (for notices to be sent to the Customer) or the registered office of RM (for notices sent to RM). For RM, notices should be marked for the attention of the Company Secretary, RM Education Ltd, 142b Park Drive, Milton Park, Abingdon, Oxfordshire OX14 4SE, England and also sent by email to (a) CompanySecretary@rm.com with cc copy to the company's normal account manager at the above address and (b) Notifications@rm.com.

15.2. Any notice shall not be effective unless sent by hand, registered post or equivalent and unless delivered by hand (where it shall be deemed received on delivery) it shall be deemed to have been received two (2) Working Days after the date of posting.

16. ENTIRE AGREEMENT; MODIFICATIONS TO TERMS

16.1. The Agreement together with the Order constitute the entire agreement between RM and Customer with respect to the subject matter and supersede any previous agreements or understanding between RM and Customer.

16.2. RM reserves the right to change the terms and conditions of the Agreement. The latest terms can be found on the RM website at www.rm.com/terms. Changes will be effective 30 days from posting. Customer will be deemed to have accepted any change if it continues to access and use the Subscribed Product(s) after that time. Customer may be able to sign up for notifications of any such changes, but it is Customer responsibility and that of Authorised Users to check the terms governing use of the Subscribed Products.

16.3. No Customer terms or conditions, sale order, account registration confirmation, sale confirmation or any other Customer document submitted at any time by Customer shall form any part of the Agreement.

17. FORCE MAJEURE

17.1. either party shall be liable to the other for any delay in nor failure to perform its obligations under the Agreement (other than a payment of money) provided that such a failure is due to causes beyond its reasonable control. Such causes shall include but are not limited to terrorism, fire, flooding, lightning, storm, power surges and failures, epidemic or pandemic, failure of suppliers, telecommunications disruptions, industrial disputes and other similar action, earthquakes and acts of God.

18. NON-WAIVER

Failure by either party to exercise or delay exercising any of the terms of the Agreement shall neither constitute nor be deemed to be a waiver of its rights under the Agreement, nor prejudice its rights to take subsequent action.

19. SEVERABILITY

If any term of the Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of the terms set out in the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. RM and Customer shall use our commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term.

20. ASSIGNMENT AND SUBCONTRACTING

The Agreement may not be assigned by Customer 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 of the Agreement to any third party upon giving notice to Customer to that effect. RM shall also be entitled to use subcontractors at its discretion in order to provide all or any part of any Subscribed Product.

21. THIRD PARTY RIGHTS

Nothing in the 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.

22. SUPPORT SERVICES AND FAIR USAGE

- 22.1. Where Customer has purchased support (“**Support**”) from RM, RM agrees to provide the Support services in the form of notification of changes within the associated Subscribed Product to explain the following (which is a non-exhaustive list): functionality enhancement user guides; training manuals software update explanations and general support information.
- 22.2. Incidents where a Subscribed Product fails should be reported directly to RM customer support, details of which can be found at www.rm.com. Customer should expect to carry out reasonable levels of diagnostics and assistance to RM customer support in rectifying any reported failures.
- 22.3. RM agrees to provide 1st line Support, namely remote helpdesk support via internet or telephone, to Customer via the RM customer support helpdesk. In receiving this Support, Customer agrees that an RM employee or agent may access Customer Data in order to log on and resolve any issues.

22.4. If Customer purchased a partner support contract, RM will support such partner and Customer agrees to escalate all issues via such partner. RM will provide 2nd line Support to Partner.

22.5. A Fair Usage Policy applies to the use of the Subscribed Products and in particular the number of service calls that can be opened by Customer. The current version of the Fair Usage Policy can be found at [fair usage policy 1.pdf \(rm.com\)](#)

22.6. If the number of service calls opened exceeds the number permitted by the Fair Usage Policy, RM may contact Customer to request that Customer modifies the manner in which Customer uses the Support and/or the resources used to deliver the Support. This may include (by way of example only) asking Customer to reduce the number of calls logged, the number of change requests made and/or the service management time requested. It may also include asking Customer to provide training for Authorised Users, staff or employees. The Customer may also purchase additional training from RM for an additional fee. Customer agrees to honour any such request and agrees to ensure that the use of Support and/or the resources used to deliver the Support is modified accordingly. RM may also, at its absolute discretion, refuse to open new service calls until the earlier of (i) the beginning of any Renewed Term; or (ii) the purchase of an additional Subscription. RM’s refusal to open any new service call will not affect the status of any service call already opened, nor will it affect Customer’s entitlement to use other Subscribed Products that are not the subject of the Fair Usage Policy restriction.

23. GOVERNING LAW

This Agreement (and any dispute, controversy, proceedings or claim of whatever nature) shall be governed by English law. The parties hereby submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1 – RM Special Terms

IN ADDITION TO THE TERMS AND CONDITIONS ABOVE, THE FOLLOWING RM SPECIAL TERMS SET OUT ADDITIONAL TERMS AND CONDITIONS WHICH ARE APPLICABLE TO CUSTOMER'S PURCHASE OF CERTAIN PRODUCTS

1 RM Unify

- 1.1. **"Permitted Users"** means pupils and their parents, guardians and named contacts and the Customer and its employees, representatives, consultants, contractors or agents who are authorised to use the Service and have been supplied user identifications and passwords by Customer (or RM at Customer's request).

Term and Termination

- 1.2. Either party may terminate a Subscription by giving not less than 90 days' notice in writing to the other prior to the end of the Initial Term or any Renewal Term.

Customer Responsibilities

- 1.3. RM Unify provides Authorised Users with access to RM Apps. For the avoidance of doubt, the terms and conditions of all RM Apps fall outside the scope of the RM Unify Terms and Conditions. It is Customer's sole responsibility to ensure that any RM Apps meet Authorised Users' requirements. In addition, Customer is solely responsible for any risk assessments, legal compliance, cookie acceptance and/or any other matter necessary for Authorised Users to use RM Apps accessed via RM Unify. Further information on RM Unify and RM Apps can be found [here](#).

2 RM Apps

- 2.1 **"Permitted Users"** means Customer's pupils, their parents and Customer's employees, representatives, consultants, contractors or agents who are authorised to use the RM App.

Term and Termination

- 2.2 Either party may terminate a Subscription by giving not less than 90 days' notice in writing to the other prior to the end of the Initial Term or any Renewal Term.

Use of RM Apps

- 2.3 Customer acknowledges, understands and agrees to its nominated administrators having authority to determine which RM Apps are available to Authorised Users.
- 2.4 Customer acknowledges that before accessing any RM Apps for the first time, the Customer's nominated administrator(s) will be required to agree to the terms and conditions and privacy statement relating to that App. Prior to accepting the terms and conditions and data permissions, these RM Apps remain dormant and inaccessible.
- 2.5 In order to provide Customers with a single, consistent identity and improved experience when using a Subscribed Product, RM Unify has been designed to support account creation in, and single sign-on to, other RM Apps. By agreeing to a Subscription, Customer agrees to RM creating user accounts for Customer and Authorised Users for other RM Apps.
- 2.6 Customer shall indemnify and hold harmless RM against any Liability arising from Authorised Users' use of any RM Apps.
- 2.7 The full list of RM Apps can be downloaded [here](#) (the **"RM App List"**).
- 2.8 RM Owned Apps are those apps identified as SSO (Single Sign-On) or SPA (Saved Password App) in the RM App List for which RM, RM Education or RM Broadband is the publisher. All other RM Apps in RM Unify are Third Party Apps.

RM Apps Terms and Conditions

- 2.9 SSL Connect, SafetyNet and RM SafetyNet Go are subject to [these](#) terms and conditions.;
- 2.10 save for the RM Apps listed in 2.9 above, all RM Owned Apps are subject to these Terms and Conditions; and
- 2.11 Third Party Apps are subject to separate terms and conditions published by their provider as further detailed under the "Third Party Apps" section below.
- 2.12 Data Processing information about RM Owned Apps subject to these Terms and Conditions can be found in Schedule 2.

3 Third Party Apps

- 3.1 A Subscribed Product may contain links to Third Party Apps that are not owned or controlled by RM. When Customer and/or Authorised Users access such Third Party Apps, they do so at their own risk. Where terms and conditions governing usage of a Third-Party App are accepted by Customer or Authorised Users prior to use thereof, such terms and conditions shall be deemed to apply to the use of such Third Party Apps and in case of conflict with this Agreement they shall take precedence.
- 3.2 RM does not control or assume any responsibility for the content, accuracy, privacy policies or practices of or opinions expressed in any Third Party Apps. In addition, RM will not and cannot monitor, verify, censor or edit the content of any such Third Party App.
- 3.3 Information about Data shared with Third Party Apps can be found in the RM App List.

4 Parent Portal

- 4.1 **"Permitted Users"** means Customer's employees, representatives, consultants, contractors or agents who are authorised to use the Product and have been supplied user identifications and passwords by Customer (or RM at Customer's request).

Term and Termination

- 4.2 Either party may terminate a Subscription by giving not less than (90) days' notice in writing to the other prior to the end of the Initial Term or any Renewal Term.

Removal of Access

- 4.3 If any Authorised Users do not access their Parent Portal account at least once every sixty (60) days, the account may be deactivated. If so, the Customer administrator has the rights to re-activate the account.

Support

- 4.4 Support is provided under this Agreement in respect of Parent Portal as set out in Clause 22. Open Source Software.
- 4.5 Parent Portal uses the third-party Open Source Software ("OSS") identified below, which is subject to the terms stated.

Google Charts:

- 4.6 Google Charts is used by Parent Portal to display charts. The Google Charts terms that apply to both users and end-users can be found here: <https://developers.google.com/terms>.

5 RM Easimaths

5.1 **"Permitted Users"** means Customer's pupils, their parents, Customer's employees, representatives, consultants, contractors or agents who are authorised to use the Subscribed Product and have been supplied user identifications and passwords by Customer (or RM at Customer's request).

5.2 **"Website"** means RM's Easimaths website.

Term and Termination

5.3 Either party may terminate a Subscription by giving not less than 60 days' written notice to the other prior to the end of the Initial Term or any Renewal Term.

Free Usage

5.4 The following Users may use a Subscribed Product free of charge for the Term: parents or carers of Customer's students; and associates who work with Customer's establishment but are not employed by Customer.

Customer Responsibilities

5.5 Customer shall ensure that Authorised Users shall not modify in any way the paper or digital copies of any materials printed off or downloaded as part of accessing the Subscribed Product. No Customer or Authorised User shall use any illustration, photograph, video or audio sequence or any graphic without first obtaining RM's prior written consent and acknowledging RM's rights therein. RM's status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged.

Links to Websites

5.6 If the Website provides access via hypertext or other links to resources in other websites, such links shall be for browsing only and RM is not responsible for and does not endorse any linked entities nor authorise any act which may be in breach of copyright or any other third-party rights which are protected in law or by international treaties worldwide. RM does not accept any responsibility or Liability for any of the material contained on any third-party website. Customer linking to any other offsite pages or other sites is entirely at Customer's own risk.

5.7 Customer may link only to RM's homepage on the Website, provided Customer does so in a way that is fair and legal and does not damage RM's reputation or take advantage of it. Customer must not establish a link in such a way as to suggest any form of association, approval or endorsement on RM's part where none exists. Customer must not establish a link from any website that is not owned or licensed to Customer. The Website must not be framed on any other website. RM reserves the right to withdraw linking permission without notice. The website from which Customer is linking must not contain any Unacceptable Content. If Customer wishes to make use of any material on the Website other than that set out above, Customer is required to obtain RM's prior written consent.

Open Source Software

5.8 RM Easimaths uses the third-party Open Source Software ("OSS") identified below, which is subject to the terms stated:

The MIT License

Copyright (c) 2010-2021 Google LLC. <http://angular.io/license>

5.9 Permission is hereby granted, free of charge, to any person obtaining a copy of the Angular 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:

5.10 The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

5.11 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.

6 RM Community Connect

(COMMUNITY CONNECT) Service Provision

6.1 These RM COMMUNITY CONNECT Special Terms shall apply whether the Subscribed Product comprises all elements / components of this Product and/or any single element / component of this Product. The Subscribed Product includes computer software, the associated media, any printed materials and any associated "on-line" or electronic documentation relating to the Subscribed Product.

6.2 **"Permitted Users"** means all members of staff at the institutions specified on the Order, including staff members categorised as employed for over 200 hours per annum. Customer may exclude non-PC users such as lunchtime supervisors.

6.3 **"Update"** means an update to the Subscribed Product that typically provides maintenance corrections or fixes only;

6.4 **"Upgrade"** means a generally available release of the Subscribed Product that may introduce a limited amount of new features and functionality, or contains major functional enhancements or extensions, designated by RM by means of a change in the digit to the left of the first decimal point or a change in the digit to the right of the second decimal point (e.g. Software 5.0 >> Software 6.0 or Software 5.1 >> Software 5.2);

Term and Termination

6.5 The Customer may terminate a Subscription by giving not less than ninety (90) days; notice in writing to RM prior to the end of the Initial Term or any Renewal Term.

6.6 RM may terminate a Subscription by giving not less than thirty (30) days; notice in writing to the Customer.

6.7 Where Customer has chosen not to renew a Subscription and terminate the use of COMMUNITY CONNECT, if Customer has previously purchased a perpetual licence to COMMUNITY CONNECT, Customer shall not retain or have any right to free of charge Updates and for the avoidance of doubt, any such rights (or similar rights) as may have been granted originally under the original COMMUNITY CONNECT licence shall cease and be deemed for all purposes to have been forfeited.

Updates and Upgrades

6.8 Where Customer has purchased a Subscription, Customer is entitled to receive all Updates and Upgrades which RM may make available during the Term at no additional cost.

Support

6.9 A Subscription does not include any installation or technical support which is provided separately under a separately chargeable contract.

Use of the Product, Modifications to the Product

- 6.10 Customer will hold RM harmless against any expense, judgment, liability or loss, or infringement of any IPR which results from (a) Customer's use of the Subscribed Product other than in accordance with the Subscription (b) RM's compliance with Customer's or any Authorised User's recommendations or instructions, (c) use by RM of any data, materials or information provided by Customer or any Authorised User, (d) the violation of any law, regulation or third party right by any content, data or information provided by Customer or any Authorised User, or (e) Customer or Authorised User's violation of the Agreement.
- 6.11 RM may make available Updates to the Subscribed Product from time to time. To the extent any such Updates result in a material adverse impact and Customer notifies RM within thirty days of such change, RM will either provide a workaround to the issue or allow Customer to terminate without additional liability on condition that Customer's termination is completed within an additional thirty (30) day period of notice being served by Customer of intention to terminate.

7 RM Compare

RM Compare terms for Customers having purchased either the Basic Plan or Advanced Plan.

- 7.1 "**Advanced Plan**" means the full Basic Plan benefits and the ability to extract data, produce advanced reporting and create peer learning sessions.
- 7.2 "**Basic Plan**" means the ability to create unlimited sessions in RM Compare with an unlimited number of judges and items as well as participation in partner sessions.
- 7.3 "**Features and Functionality**" means a document detailing the current Basic Plan and Advanced Plan benefits which are available to view [here](#).

- 7.4 "**RM Compare Service**" means access to the Basic Plan or Advanced Plan and associated support and Training services as developed, operated and maintained by RM Compare.
- 7.5 "**Permitted User**" means Customer, employees, representatives, consultants, contractors, agents and any other personnel who are authorised to use the RM Compare Service.
- 7.6 "**Training**" means access to training on the online Website product portal and/or remotely via MS Teams.
- 7.7 "**Used Items**" means an item that is part of a current session and has been used more than once in a previous session.
- 7.8 "**Website**" means the RM Compare website which is located [here](#).

Fair Usage Policy

- 7.9 "**Fair Usage Policy**" means the total number of Used Items available on an Advanced Plan shall be limited to six (6) times the total number of Permitted Users.

Term and Termination

- 7.10 Customer may terminate the RM Compare Service by giving not less than 30 days' written notice to RM prior to the end of the Initial Term or any Renewal Term.
- 7.11 Any Customer who gives advance written notice to terminate an Advanced Plan in accordance with the provisions of clause 7.10 above shall automatically revert to the Basic Plan unless Customer otherwise notifies RM in writing.
- 7.12 Notwithstanding any provisions to the contrary under this Agreement, RM may terminate the RM Compare Service and RM Compare Subscription at any time without cause by giving not less than 30 days' prior notice in writing to Customer.

SCHEDULE 2 – DATA PROCESSING INFORMATION

The following provisions set out Processor information for each RM Product for which RM Processes Data. Customer acknowledges that RM and its subprocessors may have access to Data when providing the Subscribed Products throughout the term of the Agreement. Below, RM has set out certain information regarding RM's Processing of the Data as required by the article 28(3) of the UK and EU GDPR.

Article	Description	Details
28 (3)	Subject matter of the Processing	<p>The subject matter of the Processing shall be as follows depending on the Subscribed Products(s) provided.</p> <p>1. <u>RM UNIFY:</u> RM Unify is a single sign on identity and access management service. It delivers an app library, launch pad and management console to Authorised Users through any browser, on any device. It includes full network integration options for school Management Information System (MIS) and Active Directory (AD) user management and provisioning. The user data attributes that are collected from AD and MIS and stored in RM Unify.</p> <p>2. <u>RM OWNED APPS</u></p> <p>Transparent UBF The user data attributes that are collected from the Customer's RM Unify account and stored in RM SafetyNet Transparent UBF to provide the ability to log into the system and to protect Authorised Users with the web filtering solution.</p> <p>COMMUNITY CONNECT Access RM Unify stores the username and password (and any other information needed to log on) on behalf of the Authorised User and sends these to the app at logon time.</p> <p>COMMUNITY CONNECT Anywhere RM Unify stores the username and password (and any other information needed to log on) on behalf of the Authorised User and sends these to the app at logon time.</p> <p>RM Portico RM Unify stores the username and password (and any other information needed to log on) on behalf of the Authorised User and sends these to the app at logon time.</p> <p>RM Support RM Unify stores the username and password (and any other information needed to log on) on behalf of the Authorised User and sends these to the app at logon time.</p> <p>RM People Directory The user data attributes that are collected from the Customer's RM Unify account and stored in RM People Directory to provide a searchable directory of customers that is made available to the Customer's group (which may include other schools or local authorities).</p> <p>3. <u>PARENT PORTAL</u> Parent Portal is an app and online piece of software that allows parents and schools to communicate and carry out tasks related to their children in school.</p> <p>4. <u>RM EASIMATHS</u> RM Easimaths holds teacher and pupil data to Process mathematical responses for pupils and provide access and group information for teachers.</p> <p>5. <u>RM COMPARE</u> RM Compare holds Customer Data which includes student and teacher data including comments made by Authorised Users relating to student responses and the management of Authorised User accounts. Authorised Users include administrators and other Customer staff.</p>
	Nature and purposes of the processing	<p>RM will Process Data in accordance with the Agreement and the instructions of the Controller in relation to the RM Owned Apps, Subscribed Products and related Service until the expiry or valid termination of the Agreement.</p> <p>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.</p> <p>The purpose of the Processing shall be to provide the RM Owned Apps, Subscribed Products and related Service.</p>

	<p>Type of Personal Data</p>	<p>RM Processes the following types of Data in order to provide the Products and related Service:</p> <p>1. <u>RM UNIFY</u></p> <ul style="list-style-type: none"> - Name - Username - Login credentials - Gender - Contact information - Job role - Organisation - Education or assessment data - Numerical identifiers - Date of birth / age - IP address or location data - Authorised User system identifier - Any other Data entered by the Customer / Authorised Users <p>2. <u>RM OWNED APPS:</u></p> <p>COMMUNITY CONNECT Access, COMMUNITY CONNECT Anywhere, RM Portico and RM Support</p> <ul style="list-style-type: none"> - Authorised User login credentials (to the extent they constitute Personal Data) <p>RM People Directory,</p> <ul style="list-style-type: none"> - Name - Username - Display name - Role - Organisation - Contact details - Authorized User system identifier - Any other data entered by the Customer / Authorised Users <p>Transparent UBF</p> <ul style="list-style-type: none"> - Name - Username / display name - Role - Organisation - Authorised User system identifier - Any other Data entered by the Customer / Authorised Users <p>3. <u>PARENT PORTAL</u></p> <p>Name Username Gender Contact information Job role Organisation Financial information, e.g. order data Educational and assessment data (including, but not limited to, student responses, marks, examiner/teacher comments, student number, pupil data) Family data Numerical identifiers including NI number, NASS (National Asylum Support Service) number Date of birth and age Location data such as IP address Screenshots of PC or other device Country of birth / nationality data Language Child protection information including care order details Education supervision order Behaviour incidents data Free school meals (FSM) and Pupil Premium data Identification information such as a student card, passport or other ID Disclosure and Barring Service (DBS) Status (formerly CRB check), Children's Barred List check (formerly list 99) Employment data including salary details Qualifications data Any other Data entered in the school management information system (MIS) or shared with the Parent Portal application by the Customer and/or its Authorised Users or collected by RM during the Initial Term of this Agreement and any renewals. Note that the list above is not exhaustive and may change from time to time as products and services evolve. Please email dataprotection@rm.com for an up-to-date list.</p> <p>Special Categories of Personal Data: Health information including, but not limited to, details of medical conditions, disability, Special Education Needs (SEN) status Ethnicity and related information Religion Biometric data Any other sensitive Data entered in the school management information system (MIS) or shared with the Parent Portal application by the Customer and/or its Authorised Users or collected by RM during the Initial Term of this Agreement and any renewals. Note that the list above is not exhaustive and may change from time to time as products and services evolve. Please email dataprotection@rm.com for an up-</p>
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		<p>to-date list.</p> <p>4. <u>RM EASIMATHS</u></p> <ul style="list-style-type: none"> - Name - Username - Contact information - Organisation - Any other Data entered by the Customer / Authorised Users <p>5. <u>RM COMPARE</u></p> <ul style="list-style-type: none"> - First name of student and Authorised Users; - Last name of student and Authorised Users; - Student responses; - Student number or numerical identifier; - Email address of student and Authorised Users; - Comments made by Authorised Users relating to student responses; and - Any other Data entered in RM Compare by the Customer and/or its Authorised Users.
	Categories of Data Subject	<p>1. <u>RM UNIFY</u></p> <ul style="list-style-type: none"> - Third-party vendors or providers engaged by RM, - Authorised Users - Pupils / children - Parents - Customers or prospective customers <p>2. <u>RM OWNED APPS</u></p> <ul style="list-style-type: none"> - Authorised Users - Pupils / children - School staff and employees <p>3. <u>RM PEOPLE DIRECTORY & RM EASIMATHS</u></p> <ul style="list-style-type: none"> - Authorised Users - Pupils / children - School staff and employees <p>4. <u>PARENT PORTAL</u></p> <ul style="list-style-type: none"> - School staff and employees, - Pupils / children - Parents - Authorised Users - Emergency contacts - Assessment data - Health information - SEN data <p>5. <u>RM COMPARE</u></p> <ul style="list-style-type: none"> - Students - School staff and employees - Authorised Users (including administrators and Customer staff)
	Duration of the processing	<p><u>RM UNIFY, RM EASIMATHS & PARENT PORTAL</u></p> <p>Data will be Processed for the duration of the Agreement and up to 60 days after the termination or expiry of the Agreement, unless deleted earlier.</p> <p><u>RM OWNED APPS:</u></p> <p>Data will be Processed for the duration of the Agreement and until such Data is deleted in accordance with the provisions set out below in row 28 (3) (g).</p> <p><u>RM COMPARE:</u></p> <p>Data will be stored for the duration of the Agreement and up to 60 days after termination or expiry of the Agreement, unless deleted earlier.</p>
28 (3) (a)	Documented instructions	All processing carried out by RM will be done in accordance with the Agreement.
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, which may include but are 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, which may include but are not limited to:

- Physical security controls at RM offices
- Security policies, including Data Classification & Handling, Data Protection, etc.

Where a Product is hosted in a Microsoft Azure environment (Azure) [these](#) security measures also apply.

RM COMPARE is hosted in an Amazon Web Services (AWS) environment and [these](#) security measures further apply.

Technical controls include, but are not limited to:

- Deployments inside AWS within customer specific Virtual Private Clouds
- Strict access control with access restricted by Internet protocol (IP) address and multi-factor authorisation and handled through public/private keys
- All endpoints and communication use Hypertext Transfer Protocol Secure (HTTPS).
- 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 OWNED APPS: N/A

RM UNIFY, RM EASIMATHS AND PARENT PORTAL

Name	Activity	Location	Type of Data Processed
Microsoft	Storage of personal data (Microsoft Azure) and other Microsoft products and services including, but not limited to, Power BI.	Azure hosting location: EU. Data may be accessed from the US and various other locations namely countries in which Microsoft group companies operate.	All Personal Data relating to the Subscribed Products listed above.
RM Education Solutions India Pvt (RMESI)	Support, business and development services	India	All Personal Data relating to the Subscribed Products listed above.
Mailjet SAS	Simple Mail Transfer Protocol (SMTP) relay service used to email End Users	EU	All Personal Data relating to the Subscribed Products listed above.

RM UNIFY ONLY

Name	Activity	Location	Type of Data Processed
ServiceNow UK Ltd	Providing IT service management software and functionality.	UK hosting and global support	All RM Unify Data as set out above.

RM COMPARE ONLY

Name	Activity	Location	Type of Data Processed
Amazon Web Services (AWS)	Provision of hosting services	European Union however Personal Data may also be accessed from other locations as stated in the Data Processing Agreement available here.	All types of personal data relating to RM Compare.
Microsoft	Provision of Microsoft Office 365, used for support services and customer management	Global	All types of personal data relating to RM Compare.

OTHER DATA SHARING AND INTEGRATION WITH THIRD PARTIES

Where requested by the Customer, Data may be shared with third parties (including Third Party Apps) which provide a service to the Customer, by way of Application Programming Interface (API), data sharing agreement or otherwise. This can be done in one of two ways:

- RM may use third parties' APIs to import Data into the Products. For example, RM may use Google's API Service to allow integration with Google Workspace (formerly G Suite), and/or
- RM may allow the sharing of Data in the Products with third parties. This allows the Customer to use its Data in other applications.

Third parties with which RM may share such Data are not sub-processors of RM for the purpose of the Data Protection Legislation.

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	<p><u>RM UNIFY, RM EASIMATHS</u> Prior to termination, Customers are able to access the relevant Product to download the Customer Data. At the date of termination, access to the relevant Product will be revoked and customers will no longer be able to access the Customer Data. RM will delete all live data from the relevant Product system 60 days following the date of termination. At this point, the Customer Data will not be recoverable.</p> <p><u>RM OWNED APPS:</u> At the date of termination, access to Owned Apps will be revoked and Customers will no longer be able to access the Customer Data. RM will delete all live data within sixty (60) days following the date of termination. At this point, the Customer Data will not be recoverable.</p>
		<p><u>PARENT PORTAL</u> Prior to termination, Customers are able to access Parent Portal to download the Customer Data. At the date of termination or expiry, access to Parent Portal 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 Customer Data from the Parent Portal system sixty (60) days following the date of termination. At this point, the Customer Data will not be recoverable.</p> <p><u>RM COMPARE:</u> Prior to termination, Customers can access RM Compare to download Customer Data. At the date of termination or expiry, access to RM Compare will be revoked and Customers will no longer be able to access Customer Data. RM will delete all Customer Data from the RM Compare system within sixty (60) days following the date of termination or expiry. At this point, the Customer Data will not be recoverable.</p>

28 (3) (h)	Transparency	RM will make available to the Controller all reasonable information necessary to demonstrate compliance with its obligations.
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