

RM Unify Terms and Conditions

(Effective May 2018)

BY USING OR ACCESSING RM UNIFY YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING YOUR USE OF THE SERVICE.

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

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

1. INTERPRETATION

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:

“Agreement” means these Terms and Conditions, together with any Order;

“Applications” or “Apps” mean applications, whether a service or software, provided by either RM or a third party, which are available to use via RM Unify;

“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 an 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 person or organisation whose name is set out in the Order;

“Customer Data” means any data, information or material provided or submitted by Users to the Service in the course of using the Service;

“Effective Date” means the earlier of the date this Agreement is accepted or the date You begin using the Service;

“Initial Term” means the initial period during which You are obliged to pay for the Service as stated in the Order;

“IPR” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

“Malware” means any virus, worm, Trojan horse, logic bomb, time bomb, back door, trap door, malware, botnets 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;

“Order” means the order placed on RM by You for the provision of the Service. An order can be (i) a purchase order and/or (ii) any instruction to create an account to use RM Unify, for example where You register to use a free or trial version of the Service;

“Renewal Term” means has the meaning given to it in clause 2.1 (below);

“RM” means RM Education Ltd of 140 Eastern Avenue, Milton Park, Abingdon, Oxon, OX14 4SB, UK;

“Service” means access to the RM Unify service as identified in the Order, developed, operated, and maintained by RM, accessible via a designated web site or IP address, to which You are being granted access under this Agreement;

“Software” means any RM-supplied software installed on Your infrastructure for use with the Service;

“Suppliers” means companies that supply software, hardware or services that are required to deliver the Service;

“Term” means the Initial Term and any Renewal Term;

“Unacceptable Content” means any material of any nature whatsoever which is or contains any material that: (i) is or may be defamatory, libellous, obscene, in contempt of court or in contravention of any law or regulation or infringes the rights of any third party; and/or (ii) promotes violence or discrimination based on race, sex, sexual orientation, religion, national origin, physical disability, mental disability, age or which promotes any illegal activities; and/or (iii) is Malware;

“User” means Your pupils and their parents, guardians and named contacts, Your employees, representatives, consultants, contractors or agents who are authorised to use the Service and have been supplied user identifications and passwords by You (or by RM at Your request) and shall also include You, unless the context otherwise requires; and

“You” or “Your” means the Customer as set out in the Order.

2. DURATION

2.1. This Agreement shall commence on the Effective Date and continue until the end of the Initial Term. At the end of the Initial Term, unless otherwise agreed, this Agreement shall automatically renew for either one year or a period equal to the Initial Term, whichever is the less (each a “Renewal Term”), at the then-current rate payable for the Service.

2.2. Either party may terminate this Agreement by giving not less than ninety (90) days written notice prior to the end of the Initial Term or any Renewal Term.

3. LICENCE GRANT AND RESTRICTIONS

3.1. Upon provision of information required to create an account to use the Service and payment of the relevant fees, Subject to the provisions of clause 5.1, RM agrees to provide You with the non-exclusive, limited, non-transferable right to access the Service and the Software for use solely in connection with educational services You provide to Users for the duration of the Term. You are not authorised to allow other entities to access or use the Service and You will not charge any User for access or use of the Service unless You have first obtained RM's written consent.

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

3.3. All rights not expressly granted in this Agreement are reserved to RM. No rights are granted by implication.

3.4. Your Order will set out the level of support You will receive which may be standard or premium support or RM may charge You extra for any additional support requested. You are entitled to receive, subject to payment of the relevant fees, the relevant support package purchased.

4. YOUR RESPONSIBILITIES

4.1. If Users disclose or share user account details with any third party or allow any third party to use the Service on Your behalf or violate the terms of this Agreement in any other way, You shall indemnify and hold harmless RM and Suppliers for any losses costs or damages incurred by RM or its Suppliers as a result of Users' actions. If RM reasonably believes that an account is being used in any way which is not permitted by RM, RM reserves the right to cancel access rights immediately without notice and to block access to all Users from that account. RM will use reasonable efforts to inform You promptly after taking such action.

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

4.3. You are solely responsible for obtaining all appropriate and necessary consents and authorizations from any third party required or appropriate in order to disclose or use any Customer Data, including without limitation personally identifiable information about Users, to RM to provide or use such information in connection with the Service. You will be responsible for Users' use and access of Customer Data in a manner consistent with Users' obligations to third parties.

4.4. You own and have 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 or liable for the deletion, correction, destruction, damage, loss of or failure to store any Customer Data. You will maintain back-up copies of such Customer Data to the extent that Users require such back-up copies.

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

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

4.7. The Service provides Users with access to Applications. For the avoidance of doubt, the terms and conditions of all Apps fall outside the scope of this Agreement. It is the sole responsibility of You to ensure that any Apps meet Users' requirements. In addition, You are solely responsible for any risk assessments, legal compliance (including without limitation under the Data Protection Act 1998 and any related laws), cookie acceptance and/or any other matter necessary for Users to use Apps accessed via the Service.

5. INTELLECTUAL PROPERTY

5.1. Title to the Software shall at all times remain vested in RM or its licensors. At no time shall Users gain any title to the Software or be entitled to receive a copy of the Software.

5.2. You shall ensure that Users treat the Service and the Software like any other copyrighted material (e.g. a book or musical recording) except that You may either:

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

5.2.2. transfer the Software to a single hard disk, provided that You keep the original solely for backup or archival purposes. You must reproduce and include the copyright notice on any such copy. For the avoidance of doubt, the above clause 5.2.1 shall only apply in relation to the Software and not any other information, materials or other items provided or made accessible to You as part of the Service, save as expressly set out in clause 3.2 (above).

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

5.3.1. not to copy the Service and/or Software (other than for normal system operation and as expressly



specified in this Agreement) nor otherwise reproduce the same;

- 5.3.2. not to translate, adapt, vary or modify the Service and/or Software;
 - 5.3.3. not to disassemble, decompile or reverse engineer the Service and/or Software;
 - 5.3.4. not to remove, obscure or modify any notice of patent, copyright, trademark or other proprietary rights notice on the Service and/or Software;
 - 5.3.5. not to sublicense, distribute, rent, lease, or otherwise transfer the Service and/or Software or any unique access code or copy the Service and/or Software other than as expressly provided in this Agreement;
 - 5.3.6. not to make the Service 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;
 - 5.3.7. not to use the Service 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;
 - 5.3.8. not to reproduce or transmit to or store in any website any part of the Service or Software, nor disseminate in any electronic or non-electronic form any of the pages or parts thereof, nor include any of the foregoing in any public or private electronic retrieval system or service; and
 - 5.3.9. not to enable a third party to do any of the acts set out in this clause 5.3.
- 5.4. If notified promptly in writing of any action (and all prior claims relating to such action) brought against You, based on a claim that any User's use of the Service 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 Service 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 You and any Users the right to continue using the Service and the Software; replace or modify the same so that it becomes non-infringing; or refund the prior month's subscription fees for the Service and any pre-paid unused amount and terminate the licence to the Service and the Software. RM will not have any liability to You under any provision of this section if the infringement or claim thereof is based upon:
- 5.4.1. use of the Service or Software in combination with other equipment or software not supplied by RM; or
 - 5.4.2. the use of the Service or Software in carrying out any patented process; or
 - 5.4.3. infringement as described in clause 5.6 (below).
- 5.5. Clause 5.4 (above) states the entire liability of RM and Users' sole remedy with respect to infringement of patents or copyrights by the Service or the Software or any part thereof or

by its operation. No costs or expenses will be incurred for the account of RM without the prior written consent of RM.

- 5.6. RM is not responsible for monitoring any content or information submitted by any User. You should implement policies and procedures to ensure all content Users submit to the Service are appropriate for the Users, meet with Your requirements, and are in conformance with this Agreement. RM may remove any content or Applications from the Service in its absolute discretion (particularly content that may be illegal, of substandard quality or violates this Agreement) and/or immediately suspend or terminate access and use of the Service by any User associated with content or activities that violate this Agreement. RM reserves the right to suspend the Service to Users in the event such activities pose a risk to RM's systems or use of the Service by RM's other customers. You shall indemnify and hold harmless RM against any expense, judgment, liability or loss, or infringement of any IPRs which results from: (a) Your provision of the Customer Data to RM or the Service; (b) RM's compliance with Your or any User's instructions; (c) use by RM of any Customer Data or other materials or information provided by You or any User; (d) use of Applications accessed via the Service by Users, (e) the violation of any law, regulation or third party right by any content, data or information provided by any User; or (f) any User's violation of this Agreement.
- 5.7. RM may update, modify, change features, improve or extend the Service and Software from time to time. To the extent any such modification results in a material adverse impact and You notify RM within thirty (30) days of such change, RM will either modify the Service or Software to remedy or provide a workaround to the issue or allow You to terminate without additional liability on condition that Your termination is completed within an additional thirty (30) day period.

6. **TERMINATION**

- 6.1. Either party may terminate this Agreement:
 - 6.1.1. in accordance with clause 2.2 (above);
 - 6.1.2. if the other party commits any material breach of this Agreement which is not remedied within thirty (30) days of a notice requiring such breach to be remedied; or
 - 6.1.3. if the other party ceases to carry on business or substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due.
- 6.2. RM may terminate this Agreement upon written notice to You (which would automatically terminate Your licence to use the Service and the Software if You fail to pay any sums to RM in respect of the Service on the due date of payment).
- 6.3. Subject to clause 6.4 (below), following termination of this Agreement, RM will provide You with access to the Service for a limited period of no more than thirty (30) days from the date of termination to enable You to take copies of any Customer Data if You request this at the time of termination.



6.4. Where this Agreement has been terminated by RM pursuant to clause 6.1.2, 6.1.3 or 6.2 (above), Your and Users' right to access or use of Customer Data shall immediately cease and RM may withhold, remove and/or discard Customer Data without notice. Additionally, RM shall have no obligation to maintain or forward any Customer Data in such circumstances.

7. WARRANTY DISCLAIMER

The Service has been manufactured or developed by RM or third parties to RM's specification. You accept that RM is acting only as a supplier and that it is Your responsibility to verify that the Service will be suitable for Your and Your Users' own requirements and the results You and Your Users intend to achieve through use of the Service. The service is provided "as is" and "where is". RM disclaims all warranties, conditions, guarantees or representations, whether express, implied or statutory, including without limitation any warranty of merchantability or fitness for a particular purpose. RM makes support services available for the Service under a separate support services agreement.

8. APPLICATIONS

- 8.1. The Service may contain links to Applications including other RM Apps and Apps that are not owned or controlled by RM. When Users access such Apps, Users do so at Users' risk. RM encourages You, and it is Your responsibility, to read the terms and conditions and privacy policy of each App (including RM Apps) that Users visit or any App that Users use or download. Each App provider shall be liable for its App as set out in such provider's terms and conditions for the App.
- 8.2. RM does not control or assume any responsibility for the content, accuracy, privacy policies or practices of or opinions expressed in any Apps. In addition, RM will not and cannot monitor, verify, censor or edit the content of any App.
- 8.3. You acknowledge, understand and agree to Your nominated administrators having authority to determine which Apps are available to Users.
- 8.4. You shall indemnify and hold harmless RM against any liability arising from Users' use of any Apps (including RM Apps).
- 8.5. Users' interactions with organizations and/or individuals found on or through the Service or Apps, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and/or Your Users and any such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties or permitting any of Your Users to do the same. You agree that RM shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between You or any of Your Users and any third party, You understand and agree that RM is under no obligation to become involved. In the event that You have a dispute, You shall indemnify and hold harmless RM, its officers, employees, contractors and agents against any liability arising from claims, demands, and damages (direct and consequential) 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 Service.

9. RM APPLICATIONS

- 9.1. To provide customers with a single, consistent identity and improved experience when using the Service, RM Unify has been designed to support account creation in, and single sign-

on to, other RM Apps. By agreeing to this Agreement You agree to RM creating user accounts for You and Your Users for other RM Apps.

- 9.2. You acknowledge, understand and agree to Your nominated administrators having authority to determine which RM Apps are available to Users.
- 9.3. You acknowledge that when accessing any RM Apps, each User will be required to agree to the terms and conditions relating to that App. Prior to accepting the respective terms and conditions, these RM Apps may remain dormant and inaccessible.

10. DATA PROTECTION

- 10.1 In the Agreement, the terms Controller, Processor, Data Subject, Personal Data, Special Categories of Personal Data, Processing, Data Protection Impact Assessment and Personal Data Breach shall be as defined in the General Data Protection Regulation EU 2016/679 ("GDPR") and "Data" shall mean the Personal Data and Special Categories of Personal Data provided to RM by You in connection with the Agreement. "Data Protection Legislation" means the GDPR and any national implementing laws, regulations and secondary legislation, as amended, revised, re-enacted, consolidated or updated from time to time.
- 10.2 You acknowledge that You are a Controller and that RM is a Processor.
- 10.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 10.4 RM shall:
- 10.4.1 ensure that its employees shall, Process the Data only on Your instructions as set out or referred to in the Agreement to provide the Services;
 - 10.4.2 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;
 - 10.4.3 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;
 - 10.4.4 assist You, at Your 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;
 - 10.4.5 notify You without undue delay after becoming aware of a Personal Data Breach;
 - 10.4.6 notify You immediately if it considers that any of Your instructions infringe the Data Protection Legislation;
 - 10.4.7 at Your written direction, delete or return the Data to You 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 backups; and



- 10.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and provide access to the same for the purpose of a customer conducted audit. Any audits must be no more than once in a twelve (12) month period and must be on not less than thirty (30) days' notice.
- 10.5 The parties also acknowledge that RM may also use services and/or products from other third parties in order to provide the Services under the Agreement and that, in doing so, RM may transfer Data to such third parties. This may include (by way of example only) third parties that provide online storage and other facilities. You consent to the appointment by RM of sub-processors provided that:
- 10.5.1 RM notifies You in writing of each sub-processor prior to the Processing of any Data by the relevant sub-processor and shall notify You in writing of any change in the identity of the sub-processor from time to time; and
- 10.5.2 RM shall put in place with any sub-processor, written contractual obligations which are at least equivalent to the obligations imposed on RM pursuant to this clause 10.
- 10.6 If RM becomes aware of its sub-processor (including RM group entities) ("Recipient") wishing to transfer Data outside the European Economic Area to countries which have not been approved by the European Commission as having adequate protections in place for the purpose of the transfer of personal data pursuant to the Data Protection Legislation, RM shall require that the Recipient enters into an agreement incorporating the standard contractual clauses approved by the European Commission for transfers of personal data to processors outside of the European Economic Area where RM would sign as data exporter on behalf of You and the Recipient will sign as data importer and this agreement shall include security obligations on the Recipient which are no less onerous than those contained in this Agreement.
- 10.7 Either Party may, at any time on not less than 30 days' notice, revise the above clause 10.6 by replacing it with any applicable controller to processor standard clauses or similar terms forming Part of an applicable certification scheme.
- 10.8 Subject to clauses 10.9 – 10.11, RM shall remain fully liable to You for the performance of any sub-processor appointed by it pursuant to clause 10.5.
- 10.9 The Customer agrees to comply with its obligations under Data Protection Legislation and warrants that it has all necessary consents and notices in place in relation to its collection, processing and provision of Data, to enable the lawful transfer of the Data to RM in connection with, and for the duration of, the Services provided under the Agreement.
- 10.10 You 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 10 by You and/or Your employees, agents and/or sub-contractors.
- 10.11 You acknowledges that RM is reliant on You 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 You or any Data Subject arising from any action or omission by RM to the extent that such action or omission resulted from Your instructions.
- 10.12 RM may also use Your data in accordance with its Privacy Policy which can be found at www.rm.com.
- 10.13 Schedule 1 sets out the following information regarding the Data: subject-matter; duration of the Processing; nature and

purpose of the Processing; type of Data; categories of Data Subjects; and the obligations and rights of RM.

- 10.14 For the avoidance of doubt this Section 10 shall be without prejudice to clause 4.7 (above). In particular, it is acknowledged that providers of Applications including RM for RM Apps) may transfer Data outside of the European Economic Area. It shall be Your responsibility to ensure that You and Users observe and comply with all relevant and applicable laws. You shall indemnify and hold harmless RM against any liability including all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with any breach of this clause 10 by You, Users or arising out of any breach of Data Protection Law by any third party provider of Applications.

11. CONFIDENTIALITY

- 11.1. The information that Users provide to RM will be used by RM for the effective administration of its services and to communicate with Users generally.
- 11.2. You agree to keep and to procure that Users keep RM's Confidential Information secure and to implement such security measures in relation to RM's Confidential Information as You employ for Your own Confidential Information, but in no event will Users use less than reasonable measures to protect RM's Confidential Information. You acknowledge and agree the software used to provide the Service constitutes RM's Confidential Information. You agree that Users will not disclose any of RM's Confidential Information to any third party without RM's prior written consent.

12. LIMITATION OF LIABILITY

- 12.1. You agree that RM will not be liable for any loss arising out of the provision of goods or services by any company, organisation or person other than RM or for any loss caused by Users' failure to perform Users' obligations under this Agreement. In particular but without limitation to the generality of the foregoing, RM shall not be responsible nor liable for Users' inability to access the Service or any impairment in using the Service where such inability or impairment results from any incompatibility between any hardware or software used by Users, unless such items have been supplied by RM specifically for use with the Service.
- 12.2. 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.
- 12.3. Subject to clause 12.2 (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, in connection with or arising out of the supply, functioning or use of the Service even if RM shall have been advised of the possibility of such potential loss and shall not be liable for any loss except as provided for in this Agreement.
- 12.4. Subject to clause 12.2 (above), the maximum aggregate liability of RM whether in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatever arising from or in any way connected with the Service shall be limited to the fees paid or payable in respect of the Service, or in the event no fees are payable, the sum of £50. 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.

13. ANTI-BRIBERY

You shall ensure that Users and all of Your staff, agents, contractors and any other party performing Your obligations or exercising Your rights under or in connection with this Agreement and/or any other agreement that You may have with RM, comply at all times with all applicable anti-bribery and/or corruption laws, regulations and codes of conduct in all jurisdictions. You shall, whenever requested by RM, provide evidence of the measures, steps and processes that You take to ensure compliance with the provisions of this clause and the relevant laws, regulations and codes of conduct.

14. NOTICE

- 14.1. Any notices You may wish to serve on RM must be sent by first class registered post to RM's registered office. Any such notice will be deemed delivered on receipt.
- 14.2. RM may give notice to You by means of a general notice on the Service, electronic mail to Your e-mail address on record in RM's account information, or by first class mail to the address on Your record held by RM. Any such correctly addressed notices shall be deemed to have been given upon the expiration of 48 hours after posting (if sent by first class mail) or 12 hours after sending (if sent by email).

15. ENTIRE AGREEMENT; MODIFICATIONS TO TERMS

- 15.1. These terms and conditions together with the Order constitute the entire agreement between RM and You with respect to the subject matter of this Agreement and supersede any previous agreements or understanding between RM and You.
- 15.2. RM reserves the right, on reasonable notice, to change these terms and conditions. It is Your responsibility to check the terms and conditions governing the use of the Service by You or Users. The latest terms can be found on the RM website at www.rm.com/terms.
- 15.3. Any terms and conditions set forth in the Order shall only be effective with respect to the number of items ordered, the scope of the Service ordered, the Term and the pricing.
- 15.4. Notwithstanding any other provisions set forth in the Order, sale order, account registration confirmation, sale confirmation or any other document relating to the subject matter of this Agreement, these terms and conditions will take precedence over any such document, and any conflicting, inconsistent, or additional terms contained therein will be null and void and are hereby rejected.

16. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure to perform its obligations under this Agreement (other than a payment of money) provided that such 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, failure of suppliers, telecommunications disruptions, industrial disputes and other similar action, earthquakes and acts of God.

17. NON-WAIVER

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

18. SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of the terms set out in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. RM and You 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.

19. ASSIGNMENT

This Agreement may not be assigned by You without the prior written consent of RM (which RM shall be entitled to refuse at its absolute discretion). RM shall be entitled to assign the benefit and/or burden of this Agreement to any other subsidiary (of any level) of RM plc (Regd No 01749877) upon giving notice to You to that effect. RM shall also be entitled to use subcontractors at its discretion in order to provide the Service.

20. CUSTOMER MORE THAN ONE PERSON

Where any order for the Service has been made by two (2) or more legal persons jointly, the liability of such persons and their obligations to RM under this Agreement shall be joint and several.

21. THIRD PARTY RIGHTS

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

22. FAIR USAGE

- 22.1. A fair usage policy applies to the use of the Service and in particular the number of service calls that can be opened by You. Information describing how the fair usage policy applies to the Service are available at www.rm.com/support
- 22.2. If the number of service calls opened is excessive according to the fair usage policy, RM may, at its discretion, refuse to open new service calls until the issue is resolved which may involve the purchase by You of an additional support package. RM's refusal to open a new service call will not affect the status of any service call opened prior to any refusal of service.
- 22.3. If in RM's reasonable opinion excessive use of the Service is caused by a lack of network management training, RM will bring this to Your attention, and You must address any training need to the satisfaction of RM without delay.

23. REMOVAL OF ACCESS

Notwithstanding any other provision of this Agreement, RM reserves the right to amend, remove, suspend or disable access to any App or other materials which Users may access via the Service without notice. In no event will RM be liable for making such amendments, removals, suspensions or disabling of access. For the avoidance of doubt Users shall not be entitled to any refund from RM for any Apps or other materials that are removed or become unavailable.

24. 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

Processor information – RM Unify

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

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

Article	Description	Details
28 (3)	Subject matter of the processing	The user data attributes that are collected from Active Directory and MIS and stored in RM Unify.
	Nature and purposes of the processing	<p>RM will process Personal Data in accordance with the applicable Agreement and the instructions of the Controller in relation to the Services until the expiry or valid termination of the applicable Agreement. Such Processing shall include:</p> <ul style="list-style-type: none"> - Recording of data - Organisation of data - Storage of data - Retrieval of data - Disclosure via API service to third parties - Statutory reporting - Destruction of data
	Type of Personal Data	<p>RM processes Personal Data on behalf of the Controller when required to do so in order to provide the Services. Please see the RM Unify Data Sharing TEC article.</p> <p>https://support.rm.com/TechnicalArticle.asp?cref=TEC5891006</p>
	Categories of Data Subject	Non-teaching staff, Teaching Staff, Student, Governor, Other. Please see the RM Unify Data Sharing TEC article for more information.
	Duration of the processing	<p>Live Processing will be carried out for the duration of the Agreement. RM has a Disconnect Process which includes the destruction and deletion of data at contract end (http://www.rm.com/blog/2017/august/rm-unify-and-data-retention)</p>
28 (3) (a)	Documented instructions	All processing carried out by RM will be done in accordance with RM Unify Terms and Conditions, which must be agreed by the customer in advance of such processing.
28 (3) (b)	Confidentiality	All RM staff are required to agree to a confidentiality clause in their contracts.
28 (3) (c)	Security	RM has a Group Information Security Framework, based on ISO 27001, the international standard for information security management. In addition, a number of business units are certified to ISO 27001:2013.

		<p>A wide range of technical controls are used, including but not limited to:</p> <ul style="list-style-type: none"> • Data encryption • Anti-virus and anti-malware software • Network monitoring • Access management • Vulnerability scanning and penetration testing <p>A wide range of non-technical controls are used, including but not limited to:</p> <ul style="list-style-type: none"> • Physical security controls at RM offices • Security policies, including Data Classification & Handling, Data Protection, etc.
28 (3) (d)	Other processors	<p>RM will not use other processors other than those referenced in the Terms & Conditions or the Privacy Policy.</p> <p>See applicable details below.</p>
28 (3) (e)	Data subject's rights	<p>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.</p>
28 (3) (f)	Compliance	<p>Data processing carried out by RM will be compliant with data protection legislation. Where appropriate, RM will assist data controllers in demonstrating such compliance.</p>
28 (3) (g)	Data deletion	<p>Prior to termination, customers are able to access RM Unify to download the Customer Data. At the date of termination, access to RM Unify will be revoked and customers will no longer be able to access the Customer Data. RM will delete all live data from the RM Unify system sixty days following the date of termination. At this point, the Customer Data will not be recoverable.</p>
28 (3) (h)	Transparency	<p>RM will make available to the controller all information necessary to demonstrate compliance with its obligations.</p>