

## RM Unify

### Application Provider Terms & Conditions

#### APP PROVIDER SPECIFIC DETAILS

1.	Name of Application Provider:		(the “ <b>App Provider</b> ”)
2.	Address of Application Provider:		
3.	Title of Application:		(the “ <b>App</b> ”)
4.	Date:		(the “ <b>Effective Date</b> ”)
5.	Minimum Term:	12 Months	(the “ <b>Minimum Term</b> ”)
6.	Payment Terms:	<p>Within one (1) month of the end of each calendar quarter, RM shall make available to the App Provider a statement showing the sums payable to the App Provider under this Agreement as calculated in accordance with the Payment Terms.</p> <p>Following receipt of the statement referred to above, the App Provider shall be entitled to issue an invoice to RM in respect of the amount payable to the App Provider.</p> <p>RM shall retain the greater of £20 or forty per cent (40%) of the revenue of each annual subscription to or purchase of the App and shall pay the remainder of each subscription or purchase amount to the App Provider.</p> <p>If the total quarterly payment due to the App Provider in any quarter is less than £200, the quarterly payment shall be deferred and added to the next quarterly statement.</p>	(the “ <b>Payments</b> ”)
7.	Special Conditions:		(the “ <b>Special Conditions</b> ”)

<p>..... Signed for and on behalf of RM Education Ltd</p> <p>..... Name &amp; Position</p>	<p>..... Date</p>
<p>..... Signed for and on behalf of the App Provider</p> <p>..... Name &amp; Position</p>	<p>..... Date</p>

## 1. INTRODUCTION

This Agreement is made between RM and the App Provider.

## 2. DEFINITIONS AND INTERPRETATION

2.1 In this Agreement, the following terms shall have the meanings set out below:

<b>“App Provider”</b>	The party named as such in the App Provider Specific Details.
<b>“App Provider Marks”</b>	The registered and unregistered trademarks of the App Provider.
<b>“App Provider Specific Details”</b>	The specific details relating to the App Provider as set out at the start of this Agreement.
<b>“Business Day”</b>	Any day on which the banks in London are open for the transacting of normal banking business but excluding (a) weekends and public holidays observed in England and Wales and (b) RM’s shutdown period between Christmas and New Year each year.
<b>“Confidential Information”</b>	Shall have the meaning given in Clause 14.1 (below).
<b>“Effective Date”</b>	The date described as such in the App Provider Specific Details.
<b>“Extension”</b>	Shall have the meaning given in Clause 3.2 (below).
<b>“Force Majeure Event”</b>	Any event outside the control of a party which directly causes that party to be unable to comply with all or a material part of its obligations under this Agreement.
<b>“IPR”</b>	Means any copyright, database right, design right, patent, trade mark, trade name or other industrial or intellectual property right (in each case whether registered or unregistered) existing in any part of the world (including applications for any of them).
<b>“Minimum Term”</b>	The period described as such in the App Provider Specific Details. If no period is specified in the App Provider Specific Details, the “Minimum Term” shall be one (1) year from the Effective Date.
<b>“Payments”</b>	The payments described in the App Provider Specific Details.
<b>“Payment Terms”</b>	The terms on which the Payments are to be made, as described in the App Provider Specific Details.
<b>“RM”</b>	RM Education Limited, a company incorporated in England and Wales, of 140 Eastern Avenue, Milton Park, Abingdon, Oxon, OX14 4SB.
<b>“RM Single Sign-On Guidelines”</b>	The guidelines as published by RM from time to time and which provide the requirements for single sign-on functionality to be possible between

	RM Unify and applications provided via RM Unify.
<b>"RM Unify"</b>	The service to be provided by RM over the worldwide web and which is known as at the date of this Agreement as "RM Unify".
<b>"Special Conditions"</b>	Any Special Conditions as specifically set out in the App Provider Specific Details.
<b>"Standard Terms"</b>	The standard terms and conditions for application providers for RM Unify (which as at the date of this Agreement comprise all the terms of this Agreement apart from the App Provider Specific Details), as the same may be modified in accordance with the provisions of Clause 25.2 (below).
<b>"Unacceptable Content"</b>	Means any material of any nature whatsoever which is or which contains any material which: <ul style="list-style-type: none"> <li>(i) is defamatory, libellous, obscene, in contempt of court or in contravention of any law, statute, directive or regulation or which infringes the rights of any third party; and/or</li> <li>(ii) promotes violence or discrimination based on race, sex, religion, national origin, physical disability, mental disability, age or which promotes any illegal activities; and/or</li> <li>(iii) are viruses, worms, trojan horses, or any other contaminants that may be used to access and/or modify, delete or damage any data files or other computer programmes.</li> </ul>
<b>"VAT"</b>	Means value added tax and/or any other applicable sales (or similar) tax that may be relevant to any payment to be made under this Agreement.

**2.2** In the event of any conflict or inconsistency between the Special Conditions (if any) and any other terms of this Agreement, the Special Conditions shall prevail.

### **3. DURATION**

**3.1** This Agreement shall commence with effect from the Effective Date and, unless terminated earlier in accordance with its terms, shall continue until the end of the Minimum Term.

**3.2** After expiry of the Minimum Term, this Agreement shall automatically continue for one or more successive periods of one (1) calendar year (each such period to be an "**Extension**").

**3.3** Either party shall be entitled to terminate this Agreement, with effect as at the end of the Minimum Term or any Extension, by giving not less than three (3) months notice to that effect. For the avoidance of doubt, where notice to terminate this Agreement is served less than three (3) months in advance of the end of the Minimum Term or any Extension, such notice shall be ineffective.

### **4. RM UNIFY**

- 4.1** The App Provider acknowledges that RM Unify is RM's product and that RM shall be entitled to provide RM Unify in whatever form, and using whatever media, that RM may (in its absolute discretion) determine. The App Provider further acknowledges that RM may cease providing RM Unify at any time and without notice. RM shall not be required to give any reasons for any modifications that RM may make to RM Unify and/or any decision to cease providing RM Unify (whether in whole or in part) and, subject always to Clause 13.1 (below), RM shall have no liability whatsoever in respect of any such decision.
- 4.2** RM shall be entitled to place the "tile" for the App wherever it so determines and has sole discretion over the promotion of the same unless otherwise agreed in writing between the parties.
- 4.3** The App Provider hereby acknowledges and agrees that RM shall have the right to provide access through RM Unify to products offered by other third party application providers which may include (without limitation) competitors of the App Provider.
- 4.4** The App Provider acknowledges and agrees that RM shall have the right, at its absolute discretion, to make (1) recommendations (2) rankings and/or (3) facilitate the publication of customer feedback, including in respect of the App and any other materials of the App Provider.
- 4.5** The App Provider further acknowledges and agrees that RM shall have the right, at its absolute discretion, to make comparisons between the App and applications provided by other application providers including (but not limited to) comparison on the basis of popularity, price, user recommendation and relevance. In addition, RM may solicit and publish recommendations and comments by customers and end users of the RM Unify service as well as any interested third parties (e.g., reviewers).
- 4.6** The App Provider hereby agrees that RM shall have no responsibility or liability whatsoever to the App Provider for any comments made by customers, end users or any other party and/or recommendations or feedback, including as envisaged by clauses 4.3 to 4.5 (above).
- 4.7** The App Provider shall not, and shall use all reasonable endeavours to ensure that any person connected with the App Provider does not, misuse or abuse any of the facilities (if any) referred to in clauses 4.3 to 4.5 (above).
- 4.8** RM may remove or disable access to an App if (acting in good faith) it considers that it has good reason to do so. This may include (without limitation) if it considers there is a possibility that the App could cause harm to customers and / or end users or their devices, third parties or any network, to comply with any law, third party right, regulation, code of conduct, judicial process and / or order of any regulatory authority, or if RM in its discretion otherwise considers that the App should be removed or disabled.

## **5. PROVISION OF THE APP**

- 5.1** The App Provider shall continuously provide the App via RM Unify from the date of this Agreement until such date as this Agreement is terminated in accordance with its terms.
- 5.2** Subject to the terms of this Agreement, the App Provider grants to RM a world-wide, non-exclusive, irrevocable licence for the duration of this Agreement to:
- 5.2.1** make the App available via RM Unify to RM's customers and end users; and
  - 5.2.2** use the App Provider Marks for promotional and marketing activities and otherwise in connection with the licensing of the App as envisaged by this Agreement.

- 5.3 The App Provider shall provide RM with a valid URL for the App and shall not replace or modify that URL without giving to RM at least one (1) month's prior written notice.
- 5.4 RM shall be under no obligation whatsoever to provide the App via RM Unify and, further, shall be entitled to withdraw the App from RM Unify at any time and without notice. RM shall not be required to give reasons for refusing to provide the App via RM Unify and/or withdrawing it.
- 5.5 RM shall have the right to monitor ordering and usage of the App by customers and end users.

## **6. RESPONSIBILITY FOR END USERS**

- 6.1 The App Provider acknowledges and agrees that it alone shall be responsible for licensing the App to customers and end users and that all such licences and related contracts shall be directly between the App Provider and such customers and/or end users. In particular (but without limitation to the foregoing) RM shall have no liability to the App Provider in respect of any use or misuse by any customer or end user of the App and/or any breach by any customer or end user of any such licence and/or contract.
- 6.2 The App Provider hereby agrees to indemnify and keep indemnified RM in full and immediately on demand against any claims, losses, liabilities, damages, costs and expenses (including legal expenses on an indemnity basis) which may be suffered or incurred by RM as a result of any claim (of any kind) by any customer or end user arising in any way in connection with the App.

## **7. RM WARRANTIES AND OBLIGATIONS**

- 7.1 RM warrants that it is a lawfully constituted company under the laws of England and Wales and that it has the right to enter into this Agreement and grant the rights granted in this Agreement.
- 7.2 RM warrants that it shall comply with all applicable laws including (but not limited to) the Data Protection Act 1998 and the Bribery Act 2010 (and all amendments to any such legislation).
- 7.3 Subject to Clause 7.5 (below), RM warrants that RM Unify will perform substantially in accordance with the descriptions provided by RM from time to time.
- 7.4 Subject to Clause 7.5 (below), RM hereby warrants that RM Unify is of satisfactory quality and is reasonably fit for the purpose for which it is intended. RM also warrants that RM Unify is free of material defects and errors and that it will operate properly and efficiently.
- 7.5 RM will try to make RM Unify available but cannot guarantee that it will operate continuously or without interruptions or be error free and can accept no liability for its unavailability.
- 7.6 RM warrants that RM Unify does not infringe upon or violate any IPR of any third party, whether conferred by statute, code, common law, or otherwise.
- 7.7 RM shall discharge its obligations under this Agreement with all due skill, care and diligence including in accordance with its own established internal procedures and shall ensure that its obligations shall be performed by appropriately experienced, qualified and trained personnel.
- 7.8 The warranties in this Clause 7 shall survive for a period of two (2) years from the date that the App is last made available via RM Unify.

**7.9** Save for the express warranties given above in this Clause 7, all other warranties (whether express or implied by law or otherwise) are hereby excluded to the fullest extent permitted by law.

## **8. APP PROVIDER WARRANTIES AND OBLIGATIONS**

**8.1** The App Provider warrants that it is lawfully constituted under the laws of the jurisdiction in which it is incorporated and that it has the right to enter into this Agreement and grant the rights granted in this Agreement.

**8.2** The App Provider warrants that it shall comply with all applicable laws including (but not limited to) the Data Protection Act 1998 and the Bribery Act 2010 (and all amendments to any such legislation).

**8.3** The App Provider warrants that (a) the App will perform in accordance with the descriptions given or implied by the App Provider (whether to RM or to end users) and (b) all representations made (whether express or implied) by the App Provider to customers and/or end users shall be accurate and complete and not misleading in any respect.

**8.4** The App Provider hereby warrants to RM that it has: (i) obtained sufficient rights to all the copyright, documentation, trademarks, trade names, and other IPRs contained in or related to the App and (ii) has (or has procured) the right to permit RM to make the App available via RM Unify on the terms of this Agreement.

**8.5** The App Provider hereby warrants to RM that the App does not infringe upon or violate any patent, copyright, trade mark, trade secret or any other IPRs (including moral rights), whether conferred by statute, code, common law or otherwise of any third party.

**8.6** The App Provider hereby warrants to RM that the App is of satisfactory quality. The App Provider also warrants that the App is free of technical defects, errors and will operate properly and efficiently.

**8.7** The App Provider shall discharge its obligations under this Agreement with all due skill, care and diligence including in accordance with its own established internal procedures and shall ensure that its obligations are performed by appropriately experienced, qualified and trained personnel.

**8.8** The App Provider shall ensure that the App shall comply and be operable in accordance with the RM Single Sign-On Guidelines and the RM eCommerce Guidelines available from RM and published via the RM Unify Developer Portal. Further, the App Provider agrees that, where RM makes available any user data that is in excess of that strictly required for the App, the App Provider shall only use the data strictly required for the App and shall not store, transmit or otherwise use any other such data.

**8.9** The App Provider shall:

**8.9.1** ensure that the App performs in accordance with the descriptions given or implied by the App Provider (whether to RM or end users);

**8.9.2** ensure that the App is free from defects and contains no Unacceptable Content. If any Unacceptable Content is discovered, the App Provider will immediately remove the same;

**8.9.3** be responsible for all support that may be required by end users in relation to the App;

- 8.9.4** ensure each customer and end user of the App is informed of relevant support arrangements including support availability;
- 8.9.5** make any relevant licences or terms and conditions available within the App to end users of the App;
- 8.9.6** if any update/upgrade to the App (or any similar or equivalent product or service provided by the App Provider to or via any third party) is released at any time during the term of this Agreement, the App Provider shall immediately make the same available via RM Unify; and
- 8.9.7** provide such information and support as may reasonably be requested by RM in connection with the matters envisaged by this Agreement.
- 8.10** The App Provider shall be responsible for hosting the App and any related services.
- 8.11** The App Provider shall ensure that the App shall maintain not less than 99.999% availability other than during periods of planned maintenance. Any such planned maintenance must be notified within the App from not less than one month in advance through until the planned maintenance is complete and planned maintenance must take place outside the core hours of 8am to 8pm Monday to Friday excluding public holidays in England and Wales and shall not exceed a maximum of four (4) hours planned maintenance and downtime per month.
- 8.12** The App Provider shall ensure that it performs secure, regular (no less than daily), professional data back-ups in accordance with good industry practice. If there is any data loss at any time, the App Provider shall ensure that the relevant data is restored within one (1) Business Day of the App Provider becoming aware of the data loss in question.
- 8.13** The App Provider acknowledges and agrees that RM shall not be responsible for the use or conduct of end users in relation to the App and that RM shall have no liability in relation to any such use or conduct.
- 8.14** The App Provider agrees not to attempt to interfere with the proper working of RM Unify and, in particular, agrees not to attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device.
- 8.15** The App Provider, not RM, will license the right to use each App to customers. The App Provider may provide a licence agreement to the customer for their App. That licence agreement or other terms that govern a customer's use of that App (including any privacy policy), or a link to them, must be delivered to RM for publication via the product description materials the App Provider provides to RM. If the App Provider does not provide such materials, then the Standard Application Licence Terms, attached as Exhibit A, will apply between the App Provider and customers of that App.
- 8.16** The App and the App Provider's marketing of the App must comply with the laws of each territory or country into which the App Provider requests and is provided with distribution of the App. This includes: (i) data protection, privacy and other laws and regulations relating to collection and use of customer and end user information by the App or App Provider (ii) telecommunications laws and (iii) content ratings regulations. If the App Provider is required to make any disclosures to customers or end users prior to sale or download of the App, the App Provider must provide those in the App description.
- 8.17** If the App includes free open source software (FOSS), it must not cause any non-FOSS RM software to become subject to the terms of any FOSS licence.

## **9. INDEMNITIES**

- 9.1** RM shall indemnify the App Provider against losses, liabilities and costs which the App Provider may incur arising out of any claim by any third party of infringement of its IPRs arising from RM Unify.
- 9.2** The App Provider shall indemnify RM against losses, liabilities and costs which RM may incur arising out of any claim by any third party of infringement of its IPRs arising from RM making the App available via RM Unify. Notwithstanding the fact that RM shall be entitled to modify the manner in which the “tile” for the App is presented within RM Unify, the indemnity given in this Clause 9.2 shall include (without limitation) the “tile” for the App.
- 9.3** The App Provider will indemnify, keep indemnified and hold harmless RM, its associated companies, assignees, licensees, and the officers, employees and agents of all of them, from and against any and all actions, losses, liabilities, damages, claims, settlements, costs (including legal costs on an indemnity basis) and expenses (including reasonable professional expenses) based on or arising directly or indirectly from any breach by the App Provider of the warranty in Clause 8.5 and/or from RM making the App available via RM Unify.

## **10. CONDUCT OF CLAIMS**

- 10.1** If either party becomes aware of any matter which might give rise to a claim under any of the indemnities given in Clause 9 (above), the following provisions shall apply in relation to such matter.
- 10.1.1** The indemnified party shall immediately give written notice to the indemnifying party of the matter (stating in reasonable detail the nature of the matter and, so far as practicable, the amount claimed) and shall consult with the indemnifying party with respect to the matter;
- 10.1.2** The indemnified party shall provide to the indemnifying party and its professional advisers reasonable access to premises and personnel and to any relevant assets, documents and records within its possession or control for the purposes of investigating the matter and enabling the indemnifying party to take such action as is referred to below;
- 10.1.3** The indemnifying party (at its expense) shall be entitled to take copies of any of the documents or records, and photograph any premises or assets, referred to in Clause 10.1.2 (above);
- 10.1.4** The indemnified party shall take such action and institute such proceedings, and give such information and assistance, as the indemnifying party may reasonably request to:
- (a)** dispute, resist, appeal, compromise, defend, remedy or mitigate the matter; or
  - (b)** enforce against any person the rights of the indemnified party in relation to the matter; and
  - (c)** in connection with any proceedings related to the matter (other than against the indemnifying party) use professional advisers nominated by the indemnifying party and, if the indemnifying party so requests, allow the indemnifying party the exclusive conduct of the proceedings, subject to the insurance policy requirements of the indemnified party,

in each case on the basis that the indemnifying party shall fully indemnify the other for all reasonable costs incurred as a result of any request or nomination by the indemnifying party.

**10.2** The indemnified party shall not admit liability in respect of or settle the matter without the prior written consent of the indemnifying party.

## **11. PAYMENTS**

**11.1** Invoices for all Payments shall be issued in accordance with the Payment Terms and the clauses below.

**11.2** Within one (1) month of the end of each calendar quarter, RM shall make available to the App Provider a statement showing the sums payable to the App Provider under this Agreement as calculated in accordance with the Payment Terms.

**11.3** Following receipt of the statement referred to in clause 11.2 (above), the App Provider shall be entitled to issue an invoice to RM in respect of the amount payable to the App Provider.

**11.4** Unless otherwise stated, all Payments due under this Agreement shall be made in pounds Sterling and the amounts expressed in, or calculated by reference to, the Payments are exclusive of VAT (which shall be payable in addition to the principal amount stated).

**11.5** Unless otherwise stated, all valid invoices shall be payable within thirty (30) days of receipt.

**11.6** If any Payment is not made by the due date, interest shall be payable at a rate equal to the Bank of England base rate from time to time, such interest to be chargeable from the date on which payment is due to the date on which it is paid in full.

**11.7** The App Provider shall not offer in-App purchases for, or advertise about, other products or services outside the App, without the prior written consent of RM. Any purchases should be made via the RM App Library / eCommerce functionality details of which are available from RM via the RM Unify Developer Portal.

## **12. IPRs and DATA**

**12.1** The App Provider hereby grants to RM the non-exclusive worldwide right to use the App Provider Marks for the purposes of marketing, advertising and selling the App and RM Unify and creating related sales and marketing materials.

**12.2** RM shall not do or omit to do anything in its use of the App Provider Marks which may or would adversely affect their validity or the goodwill they represent.

**12.3** RM acknowledges that this Agreement does not operate to vest any right, title or interest in the App Provider Marks, or any other IPRs in or relating to the App, in RM.

**12.4** The App Provider shall not do or omit to do anything which may or would adversely affect any of RM's rights (including IPRs) in RM Unify and/or their validity or the goodwill they represent.

**12.5** The App Provider acknowledges that this Agreement does not operate to vest any right, title or interest in RM Unify, or any other IPRs in or relating to RM Unify, in the App Provider.

**12.6** The App Provider acknowledges that any data made available to it by RM shall be the property of RM or its licensor(s).

- 12.7** If, for any reason, either party is considered by law to be or become the owner of any rights in contravention of the provisions of Clauses 12.1 to 12.6 (above), the relevant party hereby assigns to the correct party (as prescribed in Clauses 12.1 to 12.6 (above) (as relevant)) (by way of present and future assignment) all rights (including all IPRs) in and to the relevant rights. Each party further agrees to execute such deeds and documents as the other party may reasonably require for the purposes of giving effect to this Clause 12.7.
- 12.8** If RM receives a claim from a third party requesting that the App be changed or removed, RM may refer that claim to the App Provider. The App Provider must comply with the notice as soon as reasonably practicable, together with any other legal or governance requirements of RM at that time. If the App Provider discovers that the App violates the terms of this Agreement, the App Provider must immediately notify RM and work with RM to repair the App.
- 12.9** The App Provider warrants and undertakes to comply with all applicable data protection laws (including without limitation the Data Protection Act 1998 and all future data protection laws). Without prejudice to the generality of clause 8.2 (above), the App Provider warrants and undertakes not to transfer outside of the EEA any user data (including without limitation any personal data as defined under the Data Protection Act 1998 and related laws) unless it has complied in full with all applicable laws (including informing and securing informed consent from the relevant data subject(s) and/or data controller(s) as required).
- 12.10** The App Provider hereby agrees to indemnify and keep indemnified RM in full and immediately on demand against any claims, losses, liabilities, damages, costs and expenses (including legal expenses on an indemnity basis) which may be suffered or incurred by RM, its associated companies, assignees, licensees, and the officers, employees and agents of all of them, from and against any and all actions, losses, liabilities, fines, damages, claims, settlements, costs (including legal costs on an indemnity basis) and expenses (including reasonable professional expenses) based on or arising directly or indirectly from any breach by the App Provider of Clause 12.8.

### **13. LIMITATIONS AND EXCLUSIONS ON LIABILITY**

- 13.1** Each party's liability in respect of all of the following matters shall be unlimited: for death or personal injury caused by its negligence or the negligence of its employees or agents, for fraudulent misrepresentation and for any other matter in respect of which law prescribes that liability may not be excluded or limited.
- 13.2** RM's liability under the indemnity given in Clause 9.1 (above) shall be limited to one hundred thousand pounds (£100,000).
- 13.3** RM's liability under or otherwise arising out of this Agreement in respect of any loss of profit, loss of business, loss of revenue, loss of capital, loss of data, loss of anticipated savings and/or loss of goodwill and/or any indirect or consequential losses of any kind shall be excluded.
- 13.4** The App Provider acknowledges and agrees that RM cannot guarantee that RM Unify will not be violated. As such, RM shall not be responsible or liable for any loss incurred by the App Provider as a result of a violation of RM Unify by any third party. Further, the App Provider acknowledges and agrees that it shall be solely responsible in all respect of all use of the App and for protecting the App against any violations and/or improper use.
- 13.5** The App Provider acknowledges that customers and end users have total and independent discretion as to whether to order the App and, if they do, the extent to which they use it.

**13.6** The App Provider acknowledges that RM Unify contains content provided by third parties (including other application providers). The App Provider acknowledges that RM does not control or endorse any such third party content in any way and, as such, cannot be liable to the App Provider as a result of any loss or liability incurred by the App Provider arising as a direct or indirect result of any such third party content.

**13.7** Except for the express warranties set out in this Agreement, all other warranties and representations concerning RM Unify (whether express or implied by law or otherwise) are hereby excluded by RM to the fullest extent permitted by applicable law.

**13.8** Subject always to Clauses 13.1 and 13.2 (above), RM's liability under or otherwise arising out of this Agreement in respect of all other matters shall, in any 12-month period, be limited to the higher of (a) £1,000 or (b) the amounts received by RM under this Agreement during that 12-month period.

## **14. CONFIDENTIALITY**

**14.1** Each party understands that information that it may receive from the other party in connection with the performance of this Agreement will be proprietary information to the other party, including but not limited to financial information of the other party, the terms of this Agreement, sums paid hereunder (except as required for financial reporting purposes) and any other information the disclosure of which might reduce a competitive advantage of the other party or place them at a competitive disadvantage (all such information being the "**Confidential Information**"). Each party agrees that it shall:

**14.1.1** use the Confidential Information only for the purposes of performing its obligations under this Agreement;

**14.1.2** during the term of this Agreement and for a period of two (2) calendar years after termination or expiry of this Agreement keep the Confidential Information at all times confidential and not disclose the Confidential Information (other than in accordance with Clause 14.2 (below));

**14.1.3** exercise in relation to the Confidential Information no lesser security measures and degree of care than it applies to its own confidential information;

**14.1.4** only make copies or reproductions of the Confidential Information as is necessary to perform its obligations under this Agreement and keep all Confidential Information (including without limitation any and all copies, images, documents, computer files or other materials incorporating or referring to any of the Confidential Information) in a secure place; and

**14.1.5** not use any of the Confidential Information in any way which is or may be prejudicial or harmful to the business of the other party.

**14.2** The provisions of Clause 14.1 (above) shall not apply to any information that:

**14.2.1** the receiving party is authorised by the disclosing party in writing to disclose; or

**14.2.2** becomes publicly available otherwise than through breach of this Agreement; or

- 14.2.3 in the normal course of business, rightfully comes into the possession of the receiving party through source(s) not involving a breach of any confidential relationship with the disclosing party; or
- 14.2.4 the receiving party can demonstrate is independently developed by the receiving party, provided always that person or persons developing the same have not had access to the Confidential Information; or
- 14.2.5 the receiving party is required to disclose by order of a Court of competent jurisdiction or by law.

## **15. TERMINATION**

**15.1** Either party shall be entitled to terminate this Agreement:

- 15.1.1 forthwith by written notice to the other if that other party commits any material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; and
- 15.1.2 forthwith by written notice to the other if the other party becomes subject to insolvency or administration proceedings or anything analogous under the law of any jurisdiction.

**15.2** Either party shall be entitled to terminate this Agreement in accordance with the provisions of Clause 3.3 (above).

## **16. CONSEQUENCES OF TERMINATION**

**16.1** Each party's further rights and obligations cease immediately on termination of this Agreement but termination does not affect:

- 16.1.1 a party's accrued rights and obligations at the date of termination; and
- 16.1.2 the continued existence and validity of the rights and obligations of the Parties under those clauses which are intended to survive termination and any provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.
- 16.1.3 Any licences of the App made in accordance with the terms of this Agreement shall continue for the relevant period so licenced to the relevant third party, customer or end user, notwithstanding the earlier termination or expiry of this Agreement. If the App is removed from RM Unify for a breach of any term of this Agreement, the licence of the App for the third party, customer or end user shall automatically terminate.

**16.2** On termination of this Agreement:

- 16.2.1 by no later than the expiry of a one (1) month period following termination, RM shall remove the "tile" relating to the App from RM Unify. If the "tile" is single sign-on, it shall be removed no later than the expiry of twelve (12) months following termination; and
- 16.2.2 by no later than the expiry of a one (1) month period following termination, RM shall have discontinued the use of the App Provider Marks (save that this shall not apply in respect of any physical materials already produced prior to the expiry of that one (1)

month period). If there is a single sign-on “tile”, RM shall have the rights to use the App Provider Marks until its use ceases under Clause 16.2.1 above.

- 16.3** It shall be the sole responsibility of the App Provider to ensure that all customers and end users are appropriately informed that the App has ceased being provided via RM Unify.

## **17. ASSIGNMENT AND SUBCONTRACTING**

- 17.1** The App Provider may not transfer any of its rights or obligations under this Agreement without RM’s prior written consent (which may be given or withheld at RM’s absolute discretion).
- 17.2** RM shall be entitled to assign and/or subcontract its rights under this Agreement provided that it informs the App Provider that it has done so within one (1) month of doing so.

## **18. NOTICES**

- 18.1** Any notice to be served on RM by the App Provider under or in relation to this Agreement must be served by recorded delivery post to RM’s registered office and clearly marked for the attention of the “Company Secretary”. Any notices not so served shall be deemed invalid.
- 18.2** Any notice to be served on the App Provider by RM under or in relation to this Agreement may be served by post or email to any address or email address, provided that it is reasonable in all the circumstances for RM to send any such notice to any such address and/or email address.

## **19. FORCE MAJEURE**

- 19.1** No party shall be entitled to bring a claim for a breach of obligations under this Agreement by the other party or incur any liability to the other party for any losses or damages incurred by that other party to the extent that a Force Majeure Event occurs and it is prevented from carrying out obligations by that Force Majeure Event.
- 19.2** On the occurrence of a Force Majeure Event, the party affected shall notify the other party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the party affected and any action proposed to mitigate its effect.
- 19.3** In the event that a Force Majeure Event continues for a period of thirty (30) days or more to affect the performance by a party of its obligations under this Agreement, the other party shall be entitled to terminate this Agreement by notice in writing to the other.

## **20. NO WAIVER**

No failure or delay on the part of either party to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any proceedings or succeeding breach by the other party to this Agreement.

## **21. NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement shall be construed to create any relationship of partnership, or employment between any of the parties.

## **22. INVALIDITY OF TERMS**

The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.

## **23. PRIVACY POLICY**

If the App collects or transmits any user's personal information, the App Provider must maintain a privacy policy. The App Provider is responsible for informing customers and end users of the privacy policy (including by submitting that policy to RM for display to customers and end users). The App Provider's privacy policy must (i) comply with applicable laws and regulations, (ii) inform customers and end users of the information collected by the App or App Provider and how that information is used, stored, secured and disclosed, and (iii) describe the controls that customers and end users have over the use and sharing of their information, and how they may access their information.

## **24. THIRD PARTY RIGHTS**

The Parties agree that no provision of this Agreement is intended, expressly or by implication, to confer a benefit or right of action upon a third party and a person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

## **25. ENTIRE AGREEMENT AND VARIATION TO TERMS**

**25.1** This Agreement contains the full and complete understanding between the parties relating to its subject matter and supersedes all prior arrangements and understandings whether written or oral relating to such subject matter.

**25.2** RM shall be entitled to modify the Standard Terms at any time and without notice by posting them onto RM Unify. Any such change to the Standard Terms shall be effective from the date one (1) month after the date on which they are first posted on RM Unify. It shall be the App Provider's responsibility to check the Standard Terms (as posted from time to time on RM Unify) and, by continuing to make the App available, the App Provider confirms its agreement to any such modified terms and conditions. For the avoidance of doubt, any such change to the Standard Terms shall be subject always to the provisions of Clause 2.2 (above).

## **26. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in all respects in accordance with English law and each party submits to the exclusive jurisdiction of the English Courts.

## Exhibit A

### STANDARD APPLICATION LICENCE TERMS

These licence terms are an agreement between you and the application provider. Please read them. They apply to the application you access via RM Unify, including any updates or supplements for the application, unless the application comes with separate terms, in which case those terms apply.

**BY USING THE APPLICATION, OR ATTEMPTING TO DO ANY OF THESE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, YOU HAVE NO RIGHT TO AND MUST NOT USE THE APPLICATION.**

**The application provider means the entity licencing the application to you, as identified in RM Unify.**

**If you comply with these licence terms, you have the rights below.**

#### **1. INTERNET-BASED SERVICES.**

- 1.1 **Consent for Internet-Based or Wireless Services.** The application connects to computer systems over the Internet, which may include via a wireless network. Using the application operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system and application software, and peripherals) for internet-based or wireless services.
- 1.2 **Misuse of Internet-based Services.** You may not use any Internet-based service in any way that could harm it or impair anyone else's use of it or the wireless network. You may not use the service to try to gain unauthorised access to any service, data, account or network by any means.

#### **2. SCOPE OF LICENCE.**

The application is licenced, not sold. This agreement only gives you some rights to use the application. Application provider reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the application only as expressly permitted in this agreement. You may not:

- work around any technical limitations in the application;
- reverse engineer, decompile or disassemble the application, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation;
- publish or otherwise make the application available for others to copy; or
- rent, lease or lend the application.

#### **3. DOCUMENTATION.**

If documentation is provided with the Application, you may copy and use the documentation for personal reference purposes.

#### **4. TECHNOLOGY AND EXPORT RESTRICTIONS.**

The Application may be subject to United Kingdom or international technology control or export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the application. These laws may include restrictions on destinations, end users and end use.

## **5. SUPPORT SERVICES.**

RM and your hardware manufacturer are not responsible for providing support services for the application. If RM is the application provider, it may provide support services, but is not obligated to do so under this agreement. Contact the application provider to determine what support services are available.

## **6. ENTIRE AGREEMENT.**

This agreement, any applicable privacy policy, and the terms for supplements and updates are the entire agreement between you and application provider for the application. If RM is the application provider, this agreement does not change the terms of your relationship with RM with regard to RM Unify.

## **7. APPLICABLE LAW.**

The laws of the country in which you acquired the application apply to this agreement.

## **8. LEGAL EFFECT.**

This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

## **9. DISCLAIMER OF WARRANTY.**

**TO THE FULLEST EXTENT PERMITTED BY LAW, (A) THE APPLICATION IS LICENCED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE" AND YOU BEAR ALL RISK OF USING IT; (B) THE APPLICATION PROVIDER, ON BEHALF OF ITSELF, RM (IF RM IS NOT THE APPLICATION PROVIDER), AND EACH OF OUR RESPECTIVE AFFILIATES, VENDORS, AGENTS AND SUPPLIERS, GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS IN RELATION TO THE APPLICATION; (C) YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THIS AGREEMENT CANNOT CHANGE. APPLICATION PROVIDER AND RM EXCLUDE ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

## **10. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.**

**TO THE EXTENT NOT PROHIBITED BY LAW, YOU CAN RECOVER FROM THE APPLICATION PROVIDER ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE APPLICATION OR £1.00, WHICHEVER IS GREATER. YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES FROM THE APPLICATION PROVIDER.**

**This limitation applies to:**

- anything related to the application or services made available through the application; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

**It also applies even if:**

- repair, replacement or a refund for the application does not fully compensate you for any losses; or
- application provider knew or should have known about the possibility of the damages.