Terms of Business Agreement

Clients based in the USA, please note the territory-specific clauses in section 21 of this Agreement, including the arbitration provision.

1. INTRODUCTION

Springpod's mission is to design, create, and provide meaningful educational experiences to young people aimed at helping them make the best-informed decisions for their education and career. Our Platform has been developed to allow access to those experiences most simply and effectively, allowing users the opportunity to connect with employers and educators.

2. AGREEMENT

2.1. This Terms of Business Agreement (**"TOBA"**) is formed between the organisation identified in the applicable Order ("**Client**") and The Education Hub Group Limited, trading as Springpod, a company registered in England and Wales under company registration number 10150500 at Unit 5 Lloyds Wharf, 2 Mill Street, London. SE1 2BD. ("**Springpod**", "**we**", "**us**", or "**our**").

2.2. This Agreement should be considered with our Privacy Policy, Cookie Policy and the Terms of Use for account holders and users of Springpod.com. Where this Agreement conflicts with our Terms of Use, Privacy Policy, or Cookie Policy, this Agreement supersedes to the extent of the conflict.

2.3. Clients operating in certain countries are subject to additional country-specific terms as detailed in any Territory-specific sections and/or clauses within these Client Terms of Business.

3. INTERPRETATION

3.1. Clause and paragraph headings are for information only and shall not affect the interpretation of this Agreement.

3.2. A "person" includes a natural person, corporation, or unincorporated body (whether or not having a separate legal personality).

3.3. Unless the context otherwise requires, words in the singular shall include the plural, and in the plural, shall include the singular.

3.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

3.5. This Agreement shall be binding on and enure to the benefit of the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's representatives, successors and permitted assigns.

3.6. A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.

3.7. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

3.8. A reference to writing or written includes fax and email.

3.9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

3.10. Any words following the terms including, include(s), in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

3.11. In the event of any conflict between the provisions of these Client Terms of Business and an Order, the Order's provisions shall supersede to the extent of the conflict so long as the Order states the parties' intent to supersede these Terms of Business.

4. DEFINITIONS

The following definitions apply in this Agreement:

4.1. "**Additional Terms**" means any additional terms set out in an Order from time to time, if any. Such Additional Terms shall apply only to the Services set out in the Order within which the Additional Terms are contained.

4.2. "**Agreement**" means these Client Terms of Business, including any applicable Addenda, the applicable Order, and any Additional Terms incorporated by reference into the Order.

4.3. "**Authorised Users**" means those employees, agents and independent contractors of Client whom Client authorises to use the Platform.

4.4. "**Client Materials**" means all data, documents, information, items, and materials in any form, including such additional materials as Springpod, may reasonably require from time to time.

4.5. "**Effective Date**" means the date upon which the first Order is executed or, if earlier, the date Client begins a Trial.

4.6. "**Fee**" means the fees payable by Client to Springpod under the Order.

4.7. "**Intellectual Property Rights**" means all worldwide rights in intellectual property, arising under statutory or common law or by contract, now existing or hereafter filed, issued, or acquired, including all: patent rights, rights in inventions, copyrights and related rights, moral rights, trademark rights, rights in business names and domain names, rights in get-up, goodwill, and the right to sue for passing off, rights in designs, rights in computer software,

database rights and rights in data, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and any other right analogous or related to the foregoing and any other proprietary rights relating to intangible property, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future.

4.8. "**Order**" means a fully executed written order for Services.

4.9. "**Platform**" means Springpod's platform located at www.springpod.com, together with Springpod's web and mobile applications and any other associated domains or services owned, developed, or utilised by Springpod to deliver the Platform and other Services.

4.10. "**Service**" means the services provided by Springpod to Client by the terms of this Agreement, as set out in the Order, including, as applicable, the provision of access to the Platform.

4.11. "**Subscription**" means an element of the Service that renews annually. This is denoted by 's', 'sub' or 'subscription' in the Order.

4.12. "**Trial**" means a period during which Springpod provides a Service to the Client without charging a Fee, as confirmed in writing by Springpod in advance.

4.13. "**Virus**" means a thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

5. THE SERVICES

5.1. Springpod shall provide the Services in accordance with the Order and for the duration set out in the Order.

5.2. During the Term, Springpod and Client may enter into additional Orders to provide other Services.

5.3. Springpod shall only be committed to providing additional Service once both parties have confirmed a new Order in writing. Additional Services shall be provided from the date specified in an Order and per the terms of the Order.

6. FEES

6.1. Client shall pay the Fees as set out in an Order and per these Terms of Business and the Additional Terms of the Order.

6.2. All invoices shall be paid within 14 days of receipt unless otherwise stated in the Order.

6.3. Unless agreed in writing in advance, all Fees must be paid in advance of the provision of any Services provided.

6.4. Where Fees are payable on a Subscription basis, Springpod reserves the right to increase the fees no more than once per Subscription cycle upon giving 30 days' notice in writing. Client may terminate the Order related to the Subscription Service by providing written notice at least five days before the date upon which the increase was to take effect where such increase is more than 10% on the then-current Fees for the Subscription Service.

6.5. All Fees are set forth on an Order exclusive of additional applicable taxes.

6.6. All relevant tax rate charges will be passed on to Client unless Client has already paid for the Service in full before the change in the rate takes effect.

6.7. If Springpod accepts an incorrectly priced Order, Client will be contacted with the amended Order value. Where Client could have reasonably recognised the pricing error as mispricing, Springpod may terminate this Agreement and any associated Orders, refund Client any sums paid and cease the Service provided.

6.8. Client shall pay all Fees in full without set-off, deduction or counterclaim.

6.9. If Client fails to pay by the due date in accordance with this Agreement, Springpod reserves the right at its sole discretion to:

6.9.1. Charge interest at a daily rate on all unpaid sums from the due date for payment until payment in full is received, whether before or after judgment, at the lesser of (i) a rate of 5% per annum above the base interest rate published by the Bank of England from time to time or (ii) the maximum rate per annum permitted by applicable law; and/or

6.9.2. Suspend Client's access to the Services until the overdue amounts are paid in full.

6.10. Springpod agrees to provide information to Client in response to queries made by them to satisfy diligence checks without making a charge, provided that:

6.10.1. The time required to respond to such queries does not exceed three hours of dedicated time, and

6.10.2. The queries are not already satisfied considering Springpod's publication of relevant information at legal.springpod.com and Springpod's accreditations, including BS: EN ISO27001 (Information Security), BS: EN

ISO14001 (Environmental Management), BS: EN ISO9001 (Quality Management), and ACCS-3 (ICO's Age Appropriate Design Code).

6.11. Where either or both conditions in Clause 6.10.1 and 6.10.2 do not apply, Springpod reserves the right to charge a reasonable Fee to cover the cost of responding to the queries.

7. TERM AND TERMINATION

7.1. This Agreement shall commence on the Effective Date and continue until it is terminated in accordance with this Clause 7 ("**Term**").

7.2. Unless this Agreement or an Order is terminated in accordance with this Clause 7, such Order will be valid upon execution until the conclusion of each of the Service periods indicated in the Order.

7.3. Unless terminated in accordance with this Clause 7, this Agreement shall continue for as long as any Order remains in effect.

7.4. Orders and Subscription Services shall automatically renew unless:

7.4.1. Either party serves notice not less than three months before the renewal date of their intention not to renew, or

7.4.2. This Agreement is otherwise terminated per the provisions of this Agreement.

7.4.3. A Service is being provided on a Trial basis, in which case either party may cancel this Agreement at any time, giving no less than thirty days' written notice.

7.5. Without affecting any other right or remedy available to it, Springpod may terminate this Agreement or any Order with immediate effect by giving written notice to Client if:

7.5.1. Client fails to pay any Fee owed to Springpod in accordance with Clause 6 and remains in default not less than fourteen days after being notified in writing to pay any outstanding amounts.

7.5.2. Client commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within fourteen days after being notified in writing to do so.

7.5.3. Client repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that Client's conduct is inconsistent with Client having the intention or ability to give effect to the terms of this Agreement; or

7.5.4. Client takes any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with Client's creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for a solvent restructuring), having a receiver appointed to any of Client's assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

7.6. During any Trial, Springpod may terminate this Agreement for any reason upon notice to Client.

7.7. If Client defaults on a Fee payment more than once during a calendar year, Client shall be liable for the total Fees that would be charged during that calendar year under all active Orders, even if this Agreement is terminated.

7.8. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

7.9. Termination or expiry of this Agreement shall not affect any of the rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

8. CONSEQUENCES OF TERMINATION

On termination of this Agreement for any reason:

8.1. Client shall pay Springpod all Springpod's outstanding unpaid invoices and interest and, in respect of the Service or Platform supplied but for which no invoice has been submitted, Springpod shall submit an invoice, which shall be payable by Client immediately on receipt;

8.2. All rights granted to Client under this Agreement shall cease (except where explicitly permitted under an Order);

8.3. Client must immediately cease all activities authorised by this Agreement (except where explicitly permitted under an Order); and

8.4. Springpod shall return or destroy within thirty days, at Client's cost and option, any Client Materials Springpod holds.

8.5. Client shall return or destroy any Confidential Information Client holds, within thirty days of termination or expiration of this Agreement Springpod's earlier request, at Client's cost.

9. AUTHORISED USERS

9.1. Where an Order includes access to the Platform, Springpod grants Client a limited, revocable, non-exclusive, non-sublicensable, non-transferable right to permit its Authorised Users to access and use the Platform during the term set out in the Order(s) solely per the terms of this Agreement.

9.2. Concerning the Authorised Users, Client undertakes that:

9.2.1. It shall maintain a written, up-to-date list of current Authorised Users and provide such a list to Springpod within five business days of Springpod's written request;

9.2.2. It will ensure that each Authorised User shall keep a secure password for their use of the Service and that each Authorised User shall keep their password confidential, and Client shall be responsible for all activity occurring using any Authorised User's access credentials;

9.2.3. Client shall use all reasonable endeavours to prevent unauthorised access to or use of the Service; and

9.2.4. In the event of such unauthorised access or use, Client shall promptly notify Springpod.

9.3. Springpod may audit Client's records and Platform usage to determine the validity of each Authorised User and Client's compliance with the terms of this Agreement.

10. RESTRICTIONS AND OBLIGATIONS REGARDING USAGE

Client shall not, and shall ensure that its Authorised Users shall not:

10.1. License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party without Springpod's prior written consent;

10.2. Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means, or attempt to decompile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform;

10.3. Damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Platform, in whole or in part;

10.4. Use or access the Platform to build a competitive product or service or copy any aspect of its user interface to Springpod's detriment or commercial disadvantage;

10.5. Access or use the Platform or in any manner or for any unauthorised purpose inconsistent with this Agreement that infringes, misappropriates, dilutes, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorised access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Springpod customer) or that violates any applicable law;

10.6. Input, upload, transmit, or otherwise provide to or through the Platform, any information or materials that are unlawful or injurious, or contain, transmit, or activate any destructive elements;

10.7. Bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorised User through the use of their own then valid credentials; or

10.8. Access, store, distribute or transmit any Viruses or any material during the course of Client's use of the Platform that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property and Springpod reserves the right, without liability or prejudice to its other rights to Client, to disable Client's access to any material that breaches the provisions of this Clause 10.

11. AVAILABILITY OF THE PLATFORM

11.1. Springpod shall provide Client with access to the Platform on and subject to the terms of this Agreement during the period set out in the applicable Order.

11.2. Springpod shall use commercially reasonable endeavours to make the Platform available 24 hours a day, seven days a week, except for the following:

11.2.1. Planned maintenance; and

11.2.2. Unscheduled maintenance provided Springpod has used reasonable endeavours to give Client at least three hours' notice in advance.

11.3. Notwithstanding anything to the contrary in this agreement, springpod:

11.3.1. Does not warrant that client's use of the platform will be uninterrupted or error-free or that the service and/or the information client obtains through the platform will meet client's requirements; and

11.3.2. Is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and client acknowledges that the service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

12. FREE TRIALS

12.1. Clauses 6.1 – 6.9 of this Agreement shall not apply during any Trial.

12.2. Any data entered into the platform by or for the client during the trial period will be permanently lost at the conclusion of the trial unless the client purchases a subsequent subscription that provides at least the same level of access as the trial or exports such data before the end of the trial period at client's expense.

12.3. Notwithstanding anything to the contrary in this agreement, during the trial period, the services are provided "as-is" and without any warranty or any kind, and, to the extent allowed by applicable law, Springpod shall have no indemnification obligations nor liability of any type with respect to the services during the trial period.

13. CLIENT'S OBLIGATIONS

13.1. Client shall provide Springpod with the following:

13.1.1. All necessary cooperation in relation to this Agreement; and

13.1.2. All necessary access to such information as may be required by Springpod to provide the Service, including Client Materials, security access information, and configuration services. Client represents and warrants that it has obtained the necessary rights for Springpod to use any Client Materials.

13.2. Without affecting its other obligations under this Agreement, Client will comply with all applicable laws and regulations concerning its activities under this Agreement.

13.3. Client will carry out all other Client responsibilities set out in this Agreement and any project timeline, documents, charts shared with them or an Order in a timely and efficient manner (provided, if there are any delays in Client's provision of such assistance as agreed by the parties, Springpod may adjust any agreed timetable or delivery schedule as reasonably necessary, which may mean the postponement of delivery until the next most viable time to achieve the goals of both parties).

13.4. Client will ensure that the Authorised Users use the Services per the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement.

13.5. Client will obtain and shall maintain all necessary licences, consents, and permissions necessary for Springpod, its contractors and agents to perform their obligations under this Agreement, including, without limitation, the Service.

13.6. Client hereby grants to Springpod for the Term, a worldwide, non-exclusive, non-transferable, irrevocable (during the Term), non-assignable (except as provided in Clause 19.1), sublicensable, royalty-free licence to store, upload, distribute, transmit, reproduce, and otherwise use Client Materials for the purpose of providing the Service, including for marketing purposes.

13.7. Client shall own all rights, title, and interest in and to all Client Materials that are not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of all such Client Materials.

13.8. Client agrees to abide by and maintain adequate data security measures consistent with industry standards and technology best practices, such as those detailed in the BS: EN ISO27001 (Information Security Standard), to protect access to their information, applications, or systems by an unauthorised person.

13.9. To the extent that Client processes personal data in connection with the performance of their obligations under this Agreement, Client will comply with all applicable laws and legal requirements to disclose their privacy practices to customers.

13.10. Client represents and warrants that Client has implemented reasonable administrative, managerial, and technical safeguards appropriate to the nature and sensitivity of information processed by Springpod.

13.11. Client represents and warrants that Client has not and will not make any disclosure that has been inaccurate, misleading, deceptive, or in violation of any applicable law.

14. INTELLECTUAL PROPERTY RIGHTS

14.1. The parties may use branding and other protected characteristics belonging to the other party as required to receive or perform the Services, provided such party complies with any branding guidelines provided to such other party.

14.2. Except as expressly stated in this Agreement, Client does not grant Springpod any rights, including Intellectual Property Rights, to, under, or in any Client Materials.

14.3. All material (including all branding, content, and audio materials), including all Intellectual Property Rights therein, owned (or licensed) by either party (or their licensors) before the Effective Date, shall remain vested with that party (or their licensors). Client will not have any rights to the Services except as expressly granted in this Agreement. Springpod reserves all rights to the Platform and Services not expressly granted to Client in accordance with this Agreement.

14.4. All material, including any Intellectual Property Rights therein, independently belonging to either party, that does not go on to form part of the Resultant Intellectual Property shall remain vested with that party indefinitely.

14.5. Springpod owns and shall own all rights, title, and interest in and to all materials developed or produced under this Agreement as part of the Services, including all Intellectual Property Rights therein (the "**Resultant Intellectual Property**").

14.6. Client agrees that it has all the necessary permissions and licenses to offer any content and materials that may eventually form part of the Resultant Intellectual Property and that any such authority extends to Springpod's use and indemnifies Springpod for any subsequent cost incurred by any infringement, dilution, misappropriation, or other violation of third-party Intellectual Property Rights or other restricted permissions.

14.7. If agreed in writing in an Order, Springpod shall grant Client a non-exclusive, royalty-free, worldwide, perpetual, non-sublicensable license to use Resultant Intellectual Property if it is exclusively for Client's use and that such use does not commercially compete with or impact negatively on Springpod's services.

14.8. If Client provides any feedback to Springpod concerning the functionality and performance of the Services (including identifying potential errors and improvements), Client hereby assigns to Springpod all right, titles, and interest in and to the feedback, and Springpod is free to use the feedback without payment or restriction.

14.9. Client shall not interfere with the collection of any performance and usage information relating to an Authorised User's use of the Platform, which the Platform generates or collects which is in aggregated or de-identified form only that does not identify natural human persons or include any personally identifiable data ("**Usage Data**"). Springpod and the Platform collect, generate, and derive Usage Data for Springpod's business purposes, including (i) tracking usage; (ii) providing support for the Platform; (iii) monitoring the performance and stability of the Platform; (iv) prevent or address technical issues with the Platform; and (v) improve the Platform and develop derivative and new products and services.

15. CONFIDENTIALITY

15.1. Client acknowledges that it will have access to certain confidential information of Springpod concerning its business, plans, customers, technology, and products, including the terms and conditions of this Agreement ("**Confidential Information**"). Client shall not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except (i) as required by applicable law, a court of competent jurisdiction or any governmental or regulatory authority or (ii) to Client's employees, officers, representatives, contractors, subcontractors, or advisers who need to know such Confidential Information to exercise Client's rights or carry out its obligations under or in connection with this Agreement who are subject to confidentiality obligations at least as restrictive as those contained in this Agreement and where Client ensures compliance with the terms of this Agreement) any Confidential Information and shall take reasonable precautions to protect the confidentiality of such Confidential Information that are no less protective than the precautions it takes to protect its own confidential information of like nature and importance.

15.2. Client will not be obligated under Section 15.1 of this Agreement for any Confidential Information it can demonstrate: (i) is known to Client before receipt from Springpod directly or indirectly from a source other than one having an obligation of confidentiality to Springpod; (ii) becomes known (independently of disclosure by Springpod) to Client directly or indirectly from a source other than one having an obligation of confidentiality to Springpod; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by Client; or (iv) is independently developed by Client.

15.3. Client undertakes that it shall not, at any time during this Agreement, and for a period of five years after termination or expiry of this Agreement, disclose to any person any Confidential Information of Springpod, except as expressly permitted in this Clause 15 or otherwise authorised in writing; provided Client's obligations concerning any Confidential Information that constitutes a trade secret will continue for so long as such Confidential Information remains a trade secret under applicable law.

16. Data Protection

1. Additional definitions related to Data Protection:

1.1. "**Data Protection Legislation**" means all applicable data protection regulations, including the UK data protection act 2018, the UK data protection, charges, and information regulations 2018, the UK General Data Protection Regulation (GDPR) and the Privacy in Electronic Communications Regulation 2003 (PECR), and any data protection laws amending, replacing, or superseding them.

1.2. "**Sub-processor**" means any data processor appointed by Springpod processes personal data in connection with this Agreement.

1.3. "data controller", "data processor", "data subject", "personal data", "special category data", "personal data breach", "supervisory authority", "processing", and "sub-processing" shall have the meanings as in the Data Protection Legislation and "processed" and "process" shall be construed per the definition of "processing".

2. This Data Processing section ("**Data Processing Agreement**" or "**DPA**") aims to enable the processing of information between Springpod and Client to deliver services to Client as per this Agreement lawfully and per Data Protection Legislation. Both parties to this Agreement shall always ensure that the processing of personal data is performed in compliance with all applicable Data Protection Legislation covering the territory where the processing takes place and the following schedules to this part of this Agreement.

3. When data is shared, the receiving party will treat and keep confidential the disclosing party's information.

4. While each party may act as a data controller for their purposes outside this Agreement, Client will act as the data controller for this Agreement's purposes and duration, and Springpod will serve as the data processor.

5. Springpod shall only process personal data in connection with this Agreement per Client's instruction to deliver the Service as per this Agreement.

6. Client shall document the lawful basis for processing, including all the details required by data protection regulations and record evidence of any necessary consent.

7. Client shall carry out a Data Protection Impact Assessment ("**DPIA**") covering the activity planned under this Agreement. On request, Springpod shall supply a template DPIA containing guidance on its completion.

8. Springpod shall, on request, share a copy of a decision to share notice covering the processing of personal data under this Agreement.

9. The purpose of the processing under this Agreement is for Springpod to provide the Service to data subjects and for Client to receive information relating to that service.

10. For a student to have an account on Springpod.com, they need to input the following pieces of information:

10.1. Their name,

10.2. Their email address, which becomes their username (validated by two step-verification),

10.3. Their password, which is created by themselves, applying the standards required by ISO27001,

10.4. Acknowledgement that they are at least 13 years old,

10.5. Their activity on the site, and

10.6. Their education and work activity.

11. Students also need to agree to the Springpod.com Terms of Use.

12. Springpod collects this information as a data controller lawfully under the basis of necessity per GDPR article 6, part 1(b).

13. To help our customers ensure that opportunities are correct and to help them comply with their obligations under the equality act 2010, we also give students the option to supply additional information, including:

13.1. Their school,

13.2. Their year groups,

13.3. Their gender,

13.4. Their ethnicity, and

13.5. Any other information as required on a project basis.

14. This information is processed lawfully under the basis of legitimate interest per GDPR article 6, part 1(f) and, where applicable, the prohibition in GDPR article 9 that applies to the processing of special category data is exempt under GDPR article 9, part 2 (a), for non-employment-based processing through explicit consent, or (b), because the information is used for employment.

15. Where applicable, Students are also allowed to allow Springpod permission to use the information they have given for marketing purposes, which may include processing the information with third parties for marketing.

16. Student data may be shared with parents and customers under the lawful bases of necessity and/or legitimate interest where applicable, unless, in the case of legitimate interest, the student has objected to that.

17. Each party shall deploy appropriate technical and organisational measures to protect personal data against any unauthorised or unlawful processing and accidental loss, destruction, or damage. Such measures may include:

17.1. Acting only per the terms of this Agreement,

17.2. The anonymisation, pseudonymisation, or encryption of personal data,

17.3. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services,

17.4. The ability to restore the availability and access to personal data in the event of a physical or technical incident, and

17.5. A process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

18. Each party shall take reasonable steps to ensure the reliability of any employee, agent, third party or contractor who may have access to the personal data, ensuring that access is limited to those who need it and that all such individuals are trained and subject to its confidentiality requirement.

19. Each party shall notify the other party immediately upon becoming aware of any actual, suspected, or alleged breach of data protection regulations that may impact this Agreement.

20. If at the time of making the original notification described in Clause 15.18, either party does not have available to it all the information it is required to provide to comply with the requirements of Data Protection Legislation, they shall include any information available at that time, and then give the further information as soon as possible after that.

21. Springpod may create a user account for data subjects to provide the Services that may allow them to access other Springpod products and services. When this happens, Springpod shall, in addition to being a data processor to Client, act as a data controller where processing occurs outside the scope of this Agreement.

22. Springpod may use carefully selected Sub-processors to assist with processing. Where this is the case, it shall only be done under the protection of a written agreement, and the Sub-processor should be held to the same exacting standards of security as those detailed in this Agreement.

23. Springpod shall, on request, provide the data controller with details of any Sub-processors relevant to the provision of the Services under this Agreement.

24. Where necessary, Springpod will allow Sub-processors to use selected Sub-processors if required to assist with processing. Where this is the case, it shall only be done under the protection of a written agreement between the Sub-processor and their Sub-processor. The Sub-processor should be held to the same exacting security standards as this Agreement.

25. Neither party shall transfer personal data outside the UK without entering into an agreement with the recipient that includes such provisions as standard contractual clauses unless the data is to be transferred to a territory that has been granted an adequacy status.

26. Each party remains responsible for paying for and complying with any penalties or instructions by any regulator.

27. Nothing in this Agreement shall limit either party's ability to act as a data controller independently and for their purposes outside this Agreement's scope, subject to that party satisfying their obligations in terms of lawfulness, transparency, and all other applicable data protection regulations.

17. HOW SPRINGPOD USES PERSONAL DATA RELATING TO CLIENT

17.1. For an employee of Client to have an account on Springpod.com (where applicable), they need to input the following information:

17.1.1. Their name.

17.1.2. Their email address, which becomes their username (validated by two step-verification).

17.1.3. Their password, which is created by themselves, applying the standards required by ISO27001.

17.1.4. Client that employs them.

17.2. Springpod collects this information as a data controller lawfully under the basis of necessity per GDPR article 6, part 1(b).

17.3. Clients will have access to all the information required to fulfil this Agreement.

17.4. Springpod will help Client respond to data subjects who wish to exercise their rights of access, erasure, and restriction by notifying them of such requests in a reasonable time.

17.5. Springpod will use information relating to Client's employees to manage the relationship, provide services for assessment and analysis, meet obligations to any relevant regulatory authority, develop and improve services, and protect their interests. By "information", we mean any information about Client provided.

17.6. Where Client employees provide personal information relating to others (e.g., colleagues, partners, directors), they shall ensure that they only do so if they can demonstrate a lawful basis.

17.7. Springpod will retain information collected about Client for as long as permitted for legitimate business purposes.

18. SAFEGUARDING

18.1. In performing their obligations under this Agreement, both parties shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes from time to time in force, including the U.K. Modern Slavery Act 2015 and ensure that each of its Contractors shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes from time to time in force including the U.K. Modern Slavery Act 2015.

18.2. Both parties to this Agreement must ensure that their behaviour promotes and allows all people, with particular emphasis on children, to live free from:

18.2.1. Harm and abuse (physical, sexual (including sexual harassment) and emotional (including the abuse of power/trust and coercion),

18.2.2. Exploitation - (physical & sexual),

18.2.3. Neglect,

18.2.4. Discrimination, and

18.2.5. Human trafficking.

19. INDEMNITY

Client shall defend, indemnify, and hold harmless Springpod and its affiliates and its and their directors, officers, employees, and agents against claims, actions, proceedings, losses, damages, expenses, and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Client's use of the Service not in accordance with this Agreement or Springpod's use of Client Materials.

20. LIMITATION OF LIABILITY

20.1. Client acknowledges that the Services have not been developed to meet Client's requirements and that it is, therefore, Client's responsibility to ensure that the facilities and functions of the Services meet Client's needs.

20.2. Springpod will be under no liability to client for any of the following types of losses (whether those losses arise directly in the ordinary course of business or otherwise): pure economic loss; business interruption; loss of profits; loss of business; loss or corruption of data or information; loss of revenue; loss of contract; loss or depletion of goodwill and/or business opportunity; loss of anticipated earnings or savings or like loss; wasted management, operational or other time; or any special, indirect, or consequential losses.

20.3. In no event will springpod's total liability arising out of or in connection with this agreement (including the use of or inability to use the service, platform, or additional service) exceed the amounts client has paid to springpod under this agreement in the 12 months immediately preceding the date upon with the liability arose.

20.4. Nothing in this Agreement excludes or limits liability for (a) death or personal injury arising from its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited under applicable law.

21. USA Specific Terms

21.1. Interpretation

The terms contained in this section 21 apply to any Client operating in the United States.

To the extent of any conflict between the terms of this section 21 and the terms of the main body of this Agreement, the terms of this section 21 will supersede to the extent of the conflict.

21.2. Agreement

This Agreement is formed between the organisation identified in the applicable Order ("**Client**") and Springpod Inc., a Delaware Corporation. ("**Springpod**", "**we**", "**us**", or "**our**").

21.3. Additional disclaimer

Notwithstanding anything to the contrary in this agreement, springpod:

21.3.1. Makes no representation or warranty of any kind whether express, implied (either in fact or by operation of law), or statutory, as to any matter whatsoever;

21.3.2. Expressly disclaims all implied warranties, including warranties of merchantability, fitness for a particular purpose, quality, accuracy, title, and non-infringement; and

21.3.3. Does not warrant that any information provided through the Services is accurate or complete or that any information provided through the services will always be available and springpod exercises no control over and expressly disclaims any liability arising out of or based upon the results of client's use of the services.

21.4. Interest

The base interest rate used to calculate applicable interest charges in Section 6.9.1 will be the federal funds rate as published by the Federal Reserve of the United States.

21.5. Promotional e-mails

We may send e-mails concerning our products and services, as well as those of third parties. Client may opt out of any promotional e-mails by following the unsubscribe instructions in the promotional e-mail itself.

21.6. Dispute resolution and arbitration

21.6.1. Except as described in this section 21, Client and Springpod agree that every dispute arising in connection with this Agreement, the Services, or communications from Springpod will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. The arbitrator will resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

21.6.2. Client understands and agrees that, by entering into this agreement, client and Springpod are each waiving the right to a trial by jury or to participate in a class action.

21.6.3. Although we are agreeing to arbitrate most disputes between us, nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

21.6.4. This arbitration agreement, and any arbitration between Springpod and Client, is subject the Federal Arbitration Act and will be administered by JAMS under the rules applicable to consumer disputes (collectively, "**JAMS Rules**") as modified by this Agreement. The JAMS Rules and filing forms are available online at www.jamsadr.org, by calling JAMS at +1-800-352-5267 or by contacting Springpod.

21.6.5. Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by e-mail ("**Notice of Arbitration**"). The Notice of Arbitration must: (a) identify the name of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("**Demand**"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, Client or Springpod may commence an arbitration proceeding. If Client commences arbitration in accordance with this Agreement, Springpod will reimburse Client for Client's payment of the filing fee, unless Client's claim is for more than US$10,000 or if the Company has received 25 or more similar demands for arbitration, in which case the JAMS Rules will decide the payment of any fees. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS Rules and the other party may seek reimbursement for any fees paid to JAMS.

21.6.6. Any arbitration hearing will take place in the State of Delaware unless we agree otherwise or, if the claim is for US$10,000 or less (and does not seek injunctive relief), Client may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the JAMS Rules in Delaware. During the arbitration, the amount of any settlement offer made by Client or Springpod must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

21.6.7. Except as provided in this section 21, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. If the arbitrator awards Client an amount higher than the last written settlement amount offered by Springpod before an arbitrator was selected, Springpod will pay Client the higher of: (a) the amount awarded by the arbitrator and (b) US$10,000. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.

21.6.8. Client and springpod agree that each may bring claims against the other only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both client and springpod agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

21.6.9. If Springpod makes any substantive change to this arbitration provision, Client may reject the change by sending us written notice within 30 days of the change, in which case Client's account with Springpod may be immediately terminated and this arbitration provision, as in effect immediately prior to the changes Client rejected, will survive.

21.6.10. If this section 21 is found to be unenforceable then the entirety of this section 21 will be null and void, and, in that case, the exclusive jurisdiction and venue described in Clause 21.7 below will govern any action arising out of or related to this Agreement.

21.7. USA law and venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its rules of conflict of laws. Subject to Clause 21.6 of this Addendum, the parties hereto hereby irrevocably and unconditionally consent to and submit to the exclusive jurisdiction of the courts of the State of Delaware and the United States of America located in such state (the "**Delaware Courts**") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the Delaware Courts, and agree not to plead or claim in any Delaware Court that such litigation brought therein has been brought in any inconvenient forum.

22. OTHER IMPORTANT TERMS

22.1. Client may not assign, subcontract, sublicense or otherwise transfer any of its rights or obligations under this Agreement. Springpod may assign, subcontract, sublicense or otherwise transfer all or part of the benefits or all or part of its obligations under this Agreement to any party.

22.2. Despite anything else in this Agreement, except with respect to the obligation to pay Fees, neither party will be liable for any delay in performing its obligations under this Agreement if events beyond its reasonable control cause that delay. The affected party will be entitled to an appropriate extension of time to perform its obligations.

22.3. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or

any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

22.4. This Agreement, together with any relevant, constitutes the entire agreement between the parties in respect of the provision of the Services and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement or any relevant additional terms.

22.5. All notices to be given under this Agreement must be in writing (which shall include email) and sent to the recipient's address set out in the Order or any other address which the recipient may tell the other in writing.

22.6. This Agreement shall be governed by and construed in accordance with English Law without regard to its rules of conflict of laws. The parties hereto hereby irrevocably and unconditionally consent to and submit to the exclusive jurisdiction of the courts of England (the "**English Courts**") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the English Courts, and agree not to plead or claim in any English Court that such litigation brought therein has been brought in any inconvenient forum.