

By purchasing Seats through AWS, you as Customer agree with FutureLearn Limited (a company registered in England and Wales with number 08324083 and whose registered address is at Buchanan House, 30 Holborn, London, England (“FutureLearn”) to be bound by these terms and conditions (the “Agreement”).

Customer and FutureLearn are each a “party” and together the “parties”.

This Agreement commences on the date you make payment for the Seats (the “Commencement Date”), and shall continue for 12 months (the “Term”).

## 1. DEFINITIONS

In this Agreement the following expressions have the following meanings:

<b>Admin Services</b>	means the additional services available on the Platform which allow a person to: (a) invite individuals to Courses through Learning Manager; and (b) view and export the Enterprise Data.	<b>Confidential Information</b>	means all information which relates to, or is disclosed under or in connection with, this Agreement which is disclosed to a Party (whether before, on or after the date of this Agreement) by, or on behalf of, the other Party, or which is otherwise acquired by a Party from the other Party, or any adviser engaged by the other Party, which: (a) is by its nature confidential; (b) is designated by the disclosing Party as being confidential; or (c) the receiving Party knows or ought to know is confidential, but does not include information which the receiving Party can show: (i) is or becomes public knowledge other than through a breach of confidentiality; (ii) was already in the possession of the receiving Party and not subject to an obligation of confidentiality; (iii) is lawfully received from a third party; or (iv) is independently developed by the receiving Party.
<b>Admin User</b>	means an employee of the Customer who is authorised by the Customer to use the Admin Services.	<b>Course</b>	means the Courses available as part of an Unlimited Subscription from time to time, but excludes any Premium Courses.
<b>Affiliate</b>	in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.	<b>Data</b>	means any data, including Personal Data, that is transferred or made available to the Customer by FutureLearn under this Agreement.
<b>Applicable Law</b>	means all applicable laws, statutes and regulations in force from time to time.	<b>Data Controller</b>	has the meaning given to it in the UK GDPR.
<b>Business Day</b>	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.	<b>Data Processor</b>	has the meaning given to it in the UK GDPR.
<b>Commencement Date</b>	means the commencement date set out when purchasing the Seats.	<b>Data Subject</b>	means an individual who is the subject of Personal Data.
		<b>Degree</b>	means courses at undergraduate or postgraduate level, awarding academic qualifications.
		<b>DP Laws</b>	means: (a) the UK Data Protection Act 2018; (b) the UK General Data Protection Regulation ( <b>UK GDPR</b> ); and (c) any implementing, supplemental or successor data protection and privacy law(s) to which either Party is subject to within its country of establishment.
		<b>Fees</b>	means the fees paid by Customer to AWS in exchange for Seats.

<b>Force Majeure Event</b>	means an event, circumstances or cause beyond a Party's reasonable control which may include war, civil war, armed conflict, terrorism, sabotage, insurrection, civil disorder, blockade, strikes or other industrial action, interruption of access to the internet, flood, severe weather, natural disaster or other act of God or interruptions or failure of the internet or third party network connections.	<b>Platform Terms</b>	means the website terms and conditions and the terms of business applicable to the Platform as set out at at <a href="https://www.futurelearn.com/info/terms">https://www.futurelearn.com/info/terms</a> and <a href="https://www.futurelearn.com/info/terms/business">https://www.futurelearn.com/info/terms/business</a> , as updated or amended from time to time.
<b>FutureLearn Assets</b>	means the Platform and any other tools or assets owned or used by FutureLearn in its business from time to time including Looker.	<b>Premium Courses</b>	means any courses only available on the Platform behind a premium paywall.
<b>Learner</b>	means an individual who has enrolled on or will enrol on a Course via the Customer.	<b>Seat</b>	means one credit which allows one Learner to access the Courses available.
<b>Learning Manager</b>	means the online learning management and data reporting tool owned by or licensed to FutureLearn and made available to the Customer from time to time on the terms of this Agreement.	<b>Unlimited Subscription</b>	means FutureLearn's "Unlimited" subscription offer, in such form as it is made available on the Platform from time to time, which allows each subscriber access to certain Courses on the Platform.
<b>Looker</b>	means the third party data reporting tool Looker or such other third party data reporting tool as is used by FutureLearn from time to time.	<b>Term</b>	means the 12 month period beginning on the Commencement Date.
<b>Loss</b>	means any liability, cost, expense, loss or damages, including reasonable lawyers' or other professional fees.	<b>Virus</b>	means any software or code that infiltrates, damages, alters, corrupts, detrimentally interferes with, surreptitiously intercepts or expropriates any computer system, any information, data, software or system contained in the FutureLearn Assets or which is designed to do so or which is hostile, intrusive or annoying to FutureLearn and has no legitimate purpose or otherwise puts at risk the stability, reliability or security of the FutureLearn Assets or any part of it
<b>Customer Personal Data</b>	means the Personal Data processed by FutureLearn on behalf of the Customer as set out in Annex 2.		
<b>Partner Website</b>	means the website available at <a href="https://partners.futurelearn.com/hc/en-us">https://partners.futurelearn.com/hc/en-us</a> , as updated and amended from time to time.		
<b>Personal Data</b>	means any personal data processed under this Agreement, including the Customer Personal Data.		
<b>Platform</b>	means FutureLearn's software platform, FutureLearn's mobile application and Learning Manager each as amended, updated or replaced from time to time and whether owned by or licensed to FutureLearn.		

## 2. INTERPRETATION

1. Headings are for convenience only and do not affect

the interpretation of this Agreement.

2. Except where the context otherwise requires, the singular includes the plural and the plural includes the singular.
3. Any words following the terms including, include, 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.
4. An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual.
5. A reference to a clause or schedule is a reference to a clause or schedule of this Agreement, unless otherwise specified.
6. A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
7. A reference to a document includes all variations, amendments, supplements to, replacements or novations of that document.

### 3. SERVICES

- 3.1. In consideration of the Fees, FutureLearn will:
  - (a) provide the Customer with the agreed number of Seats;
  - (b) make available the Courses to Customer's Learners; and
  - (c) create one Admin User login to access to the Admin Services.
2. FutureLearn warrants that it has and will maintain all necessary licences, consents and permissions necessary for the performance of its obligations under this Agreement.
3. The Customer acknowledges and agrees that:
  - (a) the Seats must be used prior to the end of the Term and the Customer will not be entitled to a refund for unused Seats;
  - (b) each Seat may only be allocated to one Learner. Customer may not transfer a previously allocated Seat to a new Learner without the prior written consent of FutureLearn; and
  - (c) if a Learner breaches any of the Platform Terms, FutureLearn may revoke their access to the Platform and the Seat shall expire.
4. The rights provided under this clause 3 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.
5. FutureLearn does not warrant that the Platform will be free from vulnerabilities or Viruses.

6. FutureLearn does not represent or warrant that the Courses meet any accreditation standards.

## 2. CUSTOMER OBLIGATIONS

- 2.1. In relation to the Learners, the Customer shall ensure that:
  - (a) the maximum number of Learners that access the Courses under this Agreement does not exceed the number of Seats;
  - (b) a Seat shall not be used by more than one individual Learner at a time;
  - (c) each Learner shall register for an account on the Platform, keep a secure password for their use of the Platform and shall keep such password confidential;
  - (d) each Learner complies with the Platform Terms and shall be responsible for any Learner's breach of the Platform Terms; and
  - (e) it shall keep and maintain a list of Learners using Seats which it shall provide to FutureLearn on request.
- 2.2. In relation to the Admin Users, the Customer shall ensure that:
  - (a) only one Admin User may access the Admin Services;
  - (b) each user of the Admin User login shall keep the password secure and confidential;
  - (c) each Admin User complies with the Platform Terms and the terms of this Agreement; and
  - (d) it shall keep and maintain a list of Admin Users, which it shall provide to FutureLearn on request.
- 2.3. The Customer shall:
  - (a) provide FutureLearn with all necessary co-operation in relation to this Agreement;
  - (b) provide FutureLearn with all necessary access to such information as may be requested by FutureLearn;
  - (c) without affecting its other obligations under this Agreement, comply with all Applicable Law with respect to its activities under this Agreement;
  - (d) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its

systems to FutureLearn's systems and all problems, conditions, delays, delivery failure and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

2.4. The Customer shall not, and shall procure that the Learners and Admin Users shall not:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the FutureLearn Assets in any form or media or by any means;
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the FutureLearn Assets; or
- (c) access all or any part of the FutureLearn Assets in order to build a product or service which competes with FutureLearn and/or the Platform;
- (d) use the FutureLearn Assets to provide services to third parties;
- (e) "crawl", "scrape", "spider" or otherwise copy or store any portion of the Platform or Courses for any purpose not contemplated under this Agreement;
- (f) commercially exploit or otherwise make available the Platform to any third party except the Learners; or
- (g) introduce or permit the introduction of any Virus into FutureLearn's network and information systems.

### 3. LEARNING MANAGER AND LOOKER

- 3.1. The Customer's access to and use of Learning Manager is subject to the terms of this Agreement, Applicable Law, and any reasonable instructions given by FutureLearn from time to time.
- 3.2. The Parties agree that FutureLearn may at any time without prior notice to the Customer:

- (a) update any software in the Platform;
- (b) remove features, functions or requirements contained in the Platform,

for the purpose of improving the Platform.

- 3.3. On registration to a Learning Manager and Looker account, the Customer agrees to provide FutureLearn with accurate and complete information and shall update such information from time to time in order to keep it accurate and complete. The Customer is not permitted to share with any third party access to, or otherwise permit access to, their account.

- 3.4. Subject to this Agreement, FutureLearn grants to the Customer a limited, non-exclusive non-transferable, non-sub-licensable, and revocable license to use Learning Manager for the purposes of aiding in the administration of invitations and recommendations for the Courses and tracking the progress of Learners enrolled on the Course via Learning Manager.

- 3.5. During the use of Learning Manager, the Customer may have the ability to access and/or use content provided by third parties or links to websites and services maintained by third parties. FutureLearn does not guarantee that any such third party content will be free of malware or other viruses that may harm the Customer's devices or material that may be objectionable or inappropriate. FutureLearn disclaims any responsibility or liability related to the Customer's access or use of such third party content.

- 3.6. FutureLearn may in its absolute discretion suspend access to the FutureLearn Assets during any system or communications outages, whether due to planned maintenance or otherwise, and will notify the Customer as soon as practicable of the suspension. None of FutureLearn, its Affiliates, partners, contractors, employees, or other agents will have any liability to the Customer for any such action.

- 3.7. The Customer acknowledges and agrees that Looker is a third party website and service and FutureLearn does not guarantee that Looker will be free of malware or other viruses that may harm the Customer's devices or material that may be objectionable or inappropriate.

- 3.8. Subject to this Agreement, FutureLearn grants to the Customer a limited, non-exclusive, non-transferable, non-sub-licensable, and revocable license to use Looker for the purpose of viewing the Data. Customer acknowledges and agrees that FutureLearn has the sole discretion to decide what data it makes available to Customer under this Agreement and FutureLearn is under no obligation to make any data available to Customer.

- 3.9. When accessing Looker, the Customer undertakes to comply with the applicable Looker terms and conditions and such reasonable instructions as provided by FutureLearn to the Customer from time to time.

### 4. DATA AND DATA PROTECTION

- 4.1. The Customer is permitted to download and store certain Data:

- (a) via Learning Manager; and
- (b) via Looker,

in accordance with this clause 6 and Schedule 1 of this Agreement.

- 4.2. The Customer shall not gain or attempt to gain unauthorised access to Learners' accounts on the Platform, or to gain unauthorised access to Learner's data. A breach of this clause 6.2 shall

constitute a material breach of this Agreement and FutureLearn shall be entitled to:

- (a) terminate this Agreement; or
- (b) suspend the Customer's use of the Platform immediately.

4.3. Both Parties will comply with all applicable requirements of DP Laws. This clause 6 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the DP Laws.

4.4. The Parties acknowledge that the Customer is the Data Controller and FutureLearn is the Data Processor of the Customer Personal Data. Annex 2 sets out the scope, nature and purpose of processing by FutureLearn, the types of Personal Data and categories of Data Subjects. Both Parties will comply with all applicable requirements of the DP Laws in connection with the Customer Personal Data covered by Annex 2.

4.5. The Customer will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to FutureLearn and/or lawful collection of the Customer Personal Data by FutureLearn on behalf of the Customer in connection with the purpose set out in Annex 2.

4.6. FutureLearn shall in relation to Customer Personal Data:

- (a) not process Customer Personal Data other than on the Customer's documented instructions (including transfers to a country outside of the EEA) unless Processing is required by DP Laws to which FutureLearn is subject, in which case FutureLearn shall, to the extent permitted by DP Laws, inform the Customer of that legal requirement before the relevant Processing of that Customer Personal Data;
- (b) inform the Customer if, in its opinion, the Customer's instructions infringes DP Laws;
- (c) take reasonable steps to ensure the reliability of its employees who have access to Customer Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;
- (d) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk;
- (e) if appointing a subprocessor, ensure that the arrangement between FutureLearn and the subprocessor is governed by a written contract which meets the requirements of Article 28(3) of the GDPR. The Customer consents to the appointment of the subprocessors set out at Appendix 1. Where FutureLearn engages a new subprocessor it shall provide the Customer with notice by making details of the new subprocessor available on the Partner Website. Once a new subprocessor has been made available

online the Customer shall have ten (10) days to object to such appointment, provided that any such objection is reasonable and is accompanied by a statement setting out the reasons for the objection. FutureLearn shall take any such objection into consideration;

- (f) taking into account the nature of the processing, FutureLearn shall assist the Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests to exercise Data Subject rights under the DP Laws;

- (g) notify the Customer without undue delay and in any event within forty eight (48) hours upon becoming aware of a Personal Data Breach affecting Customer Personal Data ("**Processor Data Breach**"), provide the Customer with sufficient information to allow the Customer to meet any obligations to report or inform Data Subjects of a Processor Data Breach under or in connection with the DP Laws and cooperate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of each Processor Data Breach;

- (h) provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with supervising authorities (as defined under DP Laws) or other competent data privacy authorities, which the Customer reasonably considers to be required by DP Laws;

- (i) at the written direction of the Customer, securely delete or return Customer Personal Data and copies thereof to the Customer upon the cessation of the services involving the Processing of Customer Personal Data. FutureLearn may retain Customer Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that FutureLearn shall ensure the confidentiality of all such Customer Personal Data and that such Customer Personal Data is only processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose; and

- (j) make available to the Customer information necessary to demonstrate FutureLearn's compliance with the obligations set out in this clause 6.6, including to allow for and contribute to reasonable audits conducted by the Customer or an auditor designated by the Customer.

4.7. Without prejudice to the generality of this clause 6, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Personal Data to FutureLearn and/or lawful collection of the Personal Data by FutureLearn on behalf of the Customer for the duration and purposes of this Agreement.

## 5. INTELLECTUAL PROPERTY



5.1. Using the Platform does not give the Customer any ownership of any Intellectual Property Rights in:

- (a) any third party content;
- (b) the FutureLearn Assets; or
- (c) any Data.

5.2. The Customer acknowledges and agrees that FutureLearn and its licensors own all intellectual property rights in the FutureLearn Assets, the third party content and the Data. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the FutureLearn Assets, any third party content or any Data.

## 6. FEES

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7.1. Subject to AWS terms and conditions, and the Customer's right to terminate in accordance with clause 15.2 below, Fees are non-refundable and non-cancellable.

## 8. MARKETING AND PUBLICITY

- 8.1. The Customer may only issue press releases regarding this Agreement or the Parties' relationship if FutureLearn agrees in writing to such press release.
- 8.2. FutureLearn may issue press releases regarding this Agreement or the Parties' relationship.
- 8.3. The Customer grants to FutureLearn a worldwide, non-exclusive, royalty free, sublicensable right to use the Customer's trade marks for the purpose of marketing the Platform and/or the Parties.

## 9. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other that as at the Commencement Date:

- (a) it has, and will continue to have, the full power and authority to enter into and perform its obligations set out in this Agreement; and
- (b) entry into this Agreement does not and will not conflict with any other contract or obligation that it may have.

## 12. INDEMNITIES

- 12.1. The Customer will indemnify FutureLearn and its officers, directors, employees, and agents from and against any Loss incurred by any of them relating to:
  - (a) breach of any warranty expressly provided for in this Agreement; and
  - (c) any improper or unauthorised use by the Customer, the Admin Users, the Learners, its Affiliates or any permitted sub-licensee of any FutureLearn Asset or Data; and
  - (d) any failure by the Customer to comply with these terms and conditions but excluding any breach by of clause 6 (data and data protection) or clause 14 (confidentiality).

## 13. EXCLUSION OF LIABILITY

- 13.1. All representations, warranties and conditions not expressly provided in this Agreement, whether statutory or implied, are expressly excluded to the fullest extent permitted by law.
- 13.2. Except to the extent expressly provided for under this Agreement, the Platform is provided on an "AS IS" basis and FutureLearn will not be liable for, or be required to remedy any defect arising from or caused by, the use of the Platform by the Customer, or the Learners. The Customer acknowledges and accepts that FutureLearn does not give any warranty or representation that the use of the Platform will lead to any particular result or improvement.
- 13.3. FutureLearn does not warrant that the Customer's or the Learners' use of the Platform will be uninterrupted or error-free.
- 13.4. FutureLearn is not responsible for any delays, delivery failures or any other loss or damage resulting from the transfer of data over communication networks and facilities, including the internet.
- 13.5. Nothing in this Agreement limits or excludes the liability of FutureLearn for:
  - (a) death or personal injury caused by FutureLearn's negligence; or
  - (a) fraud or fraudulent misrepresentation.
- 13.6. Subject to clauses 12.5 FutureLearn will not be liable to the Customer for any:
  - (a) loss of profits, sales, business or revenue;
  - (b) business interruption;
  - (c) loss of anticipated savings;
  - (d) loss of business opportunity;
  - (e) loss of or damage to goodwill or reputation; or
  - (f) any indirect or consequential loss or damage.
- 13.7. References to liability in this clause 12 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.8. Subject to clause 12.5, FutureLearn's total aggregate liability to the Customer shall not exceed an amount equal to the Fees.

## 14. INSURANCE

Each Party warrants and represents that it either holds adequate insurance coverage or possesses adequate assets to cover its respective liabilities under this Agreement.

## 15. CONFIDENTIALITY

15.1. Each Party must, in relation to the other Party's Confidential Information:

- (a) only use such Confidential Information to perform its obligations under this Agreement;
- (b) hold such Confidential Information in strict confidence and not disclose, or cause or permit the disclosure of, such Confidential Information, except as permitted under this Agreement or with the prior written consent of the other Party;
- (c) keep such Confidential Information secure and protected from any use, disclosure or access which is inconsistent with this Agreement;
- (d) promptly notify the other Party if it suspects, or becomes aware of, any unauthorised use, storage, copying or disclosure of such Confidential Information;
- (e) not make use of such Confidential Information to the commercial, financial or competitive disadvantage of the other Party; and
- (f) if uncertain as to whether information is Confidential Information, treat that information as if it were Confidential Information unless otherwise agreed by the other Party.

15.2. If requested by the other Party on or after expiry or termination of this Agreement, a Party must immediately return to the other Party, or destroy, delete and erase as the other Party directs, all Confidential Information provided that:

- (a) it may retain one copy of such Confidential Information if required for legal or audit purposes; and
- (b) the Parties acknowledge that it may not be possible to completely erase Confidential Information stored on back-up systems. Where any Confidential Information is retained it shall continue to be subject to the confidentiality obligations set out in this clause 14.

15.3. Nothing in clause 14.1 prevents a Party from disclosing Confidential Information:

- (a) to its legal or financial advisers who are bound by confidentiality obligations in respect of such Confidential Information;
- (b) to comply with the terms of this Agreement; or
- (c) as required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority provided that, where permitted by Applicable Law and reasonably practicable, the disclosing party gives the other

Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 14.3, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

## 16. TERM AND TERMINATION

16.1. The Term commences on the Commencement Date and automatically expires at the end of the period, unless terminated earlier in accordance with the terms of this Agreement.

16.2. Subject to AWS' refund policy, Customer may terminate this Agreement within ten Business Days of the Commencement Date, as long as no Learners have commenced any Courses. Once at least one Learner has commenced a Course, Customer may not terminate this Agreement.

16.3. Either Party may terminate this Agreement immediately by written notice to the other Party if the other Party:

- (a) is in material or persistent breach of any term of this Agreement and that breach is not remedied within thirty (30) days after being notified; or
- (b) is unable to pay its debts as they become due or becomes insolvent or an order is made or a resolution passed for that Party's administration, winding-up or dissolution (or any analogous event occurs in any applicable jurisdiction), except as may be prohibited by applicable insolvency laws.

16.4. FutureLearn may terminate this Agreement immediately by written notice to the Customer if the Customer does or omits to do any act which causes or results in material damage to or loss of reputation of FutureLearn.

16.5. On the termination (for any reason) or expiry of this Agreement:

- (a) all licences granted under this Agreement shall immediately terminate and the Customer's, the Learners' and the Admin Users' access to the Platform, Looker and the Admin Services shall cease;
- (b) each Learner's data and record of achievement shall be preserved as part of their FutureLearn account which the Learner may, in their sole discretion, continue to access directly through FutureLearn;
- (c) all Seats will cease to be valid; and
- (d) all 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 the Agreement which existed at or before the date of termination or expiry, shall not be affected or prejudiced.

## 17. NOTICES

17.1. Any notice given to a Party under or in connection with this Agreement must be in writing, in the English language, marked for the attention of the specified representative of the Party to be given the notice, and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the Party's registered office or its principal place of business; or
- (b) sent by email to the Party's Representative.

17.2. Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting or at the time recorded by the delivery service whichever is first; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16, business hours means 9.00am to 5.00pm GMT Monday to Friday on a Business Day.

17.3. This clause 16 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 18. ASSIGNMENT AND SUBCONTRACTING

18.1. The Customer may not transfer or assign any of its rights or obligations under this Agreement without the prior written consent of FutureLearn.

18.2. The Customer must not subcontract any of its obligations under this Agreement without the prior written consent of FutureLearn (not to be unreasonably withheld or delayed).

## 19. WAIVER

19.1. Waiver of any right arising from a breach of this Agreement must be in writing and executed by the Party granting the waiver.

19.2. A failure to exercise, a delay in exercising or a partial exercise of a right created under or arising from a breach of this Agreement does not result in a waiver of that right.

## 20. RELATIONSHIP BETWEEN THE PARTIES

20.1. This Agreement is not intended to create a partnership, joint venture or agency relationship between the Parties.

20.2. The parties agree nothing in this Agreement constitutes an exclusive relationship or limits FutureLearn's right to make available the Platform, any other FutureLearn Assets or the Courses to other parties.

## 21. SEVERABILITY

A provision of, or the application of a provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction, or the remaining provisions in that or any other jurisdiction.

## 22. VARIATIONS

Any variation to this Agreement must be in writing signed by, or on behalf of, both Parties.

## 23. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts. Each counterpart constitutes an original of this, and all together constitute one agreement.

## 24. ENTIRE AGREEMENT

This Agreement replaces all previous agreements between the Parties concerning its subject matter and contains the entire agreement between the Parties.

## 25. FORCE MAJEURE EVENT

25.1. The obligations of either Party under this Agreement will be suspended during any temporary period of a Force Majeure Event, but only to the extent that such Force Majeure Event prevents performance of such obligations.

25.2. This Agreement may not be terminated unless the period of impossibility of performance caused by a Force Majeure Event continues for a period of three (3) consecutive months, in which case either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party; in all other cases, the rights and obligations of each Party will be restored in full after any period of impossibility of performance has ended.

## 26. THIRD PARTY RIGHTS

This Agreement does not give rise to any rights under the Contracts (Rights of Third

Parties) Act 1999 to enforce any term of this Agreement.

## **27. GOVERNING LAW AND JURISDICTION**

27.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in all respects in accordance with the laws of England and Wales, and the parties agree to submit to the exclusive jurisdiction of the English Courts to hear any dispute or claim (including non-contractual disputes or claims) in respect of the same.

## **28. MODERN SLAVERY AND ANTI-BRIBERY**

28.1. Customer represents and warrants that it shall not act, or omit to act, in such a way

as to give rise to a breach by it, or any Affiliate, of any applicable laws relating to bribery, corruption or any related matter, including the Bribery Act 2010.

28.2. Each Party shall at all times comply with (and procure that all of its personnel comply with) the Modern Slavery Act 2015.

## **29. SURVIVAL**

Paragraphs which expressly or by implication have effect after termination shall continue in full force and effect, including without limitation: clause 6 (Data and Data Protection); clause 7 (intellectual property); clause 11 (Indemnities), clause 12 (Exclusions of Liability); clause 14 (Confidentiality) clause 16 (Notices); clause 20 (Severability); clause 25 (Third Party Rights); clause 26 (Governing Law and Jurisdiction)

## Annex 1

### Sub-Processors

Cloudflare	Linney	Rakuten	Crazy Egg
Amazon	Chargebee	Twitter	OneTrust
SendGrid	Snowflake	Taboola	Datadog
PayPal	Looker	Iterable	Concord
Stripe	Hubspot	Contentful	Dropbox
Zendesk	Typeform	Trustpilot	
Yotpo	Google	Pagely	
Docraptor	Honeybadger	Dbtcloud	
Vzaar	Facebook	Microsoft	

## Annex 2

### Data Processing Particulars

<b>Description</b>	Personal Data processed by either Party under or in connection with this Agreement
<b>Duration of Processing</b>	The Term
<b>Purpose of Processing</b>	To invite Learners onto the Courses, administer and monitor the Learners' use of the Platform
<b>Type of Personal Data</b>	