



1.1 STANDARD TERMS AND CONDITIONS

- 1.2 This SERVICE SUBSCRIPTION AGREEMENT (“Agreement”) is entered into between itslearning’s representative (“Frontier”) denoted in the Order Form and itslearning AS, a Norwegian Corporation located at Solheimsgaten 7D, 5058 Bergen, Norway (“itslearning AS”), on the first part, and the customer as specified in the Order Form (“Service User”), on the second part Collectively known as the Parties.
- 1.3 WHEREAS itslearning AS is the owner of the intellectual property of the Frontier learning Platform, and is the contract party for the licenses of the learning platform and the associated hosting services.
- 1.4 And
- 1.5 WHEREAS the Supplier is itslearning AS’s representative in the UK, Frontier, and will have service and support deliveries to the Service User
- 1.6 And
- 1.7 WHEREAS the Service User has initiated an agreement with the Frontier representative
- 1.8 And
- 1.9 WHEREAS, the parties enter into a definitive service subscription agreement governing Customer’s use of the Software and Services.
- 1.10 And
- 1.11 WHEREAS the Supplier is authorised, through a Partner agreement, to sign a license agreement on behalf of itslearning AS NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

2 Duration and Fixed Term

- 2.1 The Agreement may not be terminated prior to the completion of the First Fixed Term. Either party may terminate the Agreement in accordance with article 3.
- 2.2 If the Agreement has not been terminated in accordance with article 3, the Agreement is automatically renewed for subsequent Fixed Terms.
- 2.3 The Service User may not give notice of termination within a Fixed Term except in accordance with article 3

3 Notice of termination

- 3.1 The Service User may terminate the Agreement by completing the form on the [Contact Us](#) page, giving full details. Such notice must be given no later than 3 months before the expiry of the First Fixed Term or any subsequent Fixed Terms.
- 3.2 When the Agreement is terminated and the First Fixed Term or any subsequent Fixed Terms has expired, the Service User may no longer use the Service or Software delivered under the Agreement.
- 3.3 In cases of default the Supplier may choose to stop the services under the Agreement until the Service User supplies the correct payment.

4 Obtaining Service and Price

- 4.1 The Supplier will publish a Catalogue of Base Services and Additional Services.
- 4.2 The charges for Base Services are laid out in a Pricing Matrix. The pricing for an individual Service User is determined by the number of maintained schools within their particular Local Authority region.
- 4.3 A Service User’s Service Charge for the same service will not change for any reason other than annual indexation based on the consumer price index.
- 4.4 The Additional Services, if required, are laid out in the Catalogue and accompanying Service Description that itemise the services and the method by which they are charged. A Service User may at any time request an additional service. This shall be made by a service change request process which will be described by the Supplier and must be requested by the Signatory or a representative duly authorised to order additional services. The new service will become available within the lead time shown in the Catalogue.
- 4.5 A Service User may cease to use an additional service subject to the period of notice specified for that additional service. The balance of payments, if any, will still be payable for the period of notice even if the Service User does not take the service.
- 4.6 New Services may be requested, by the Service User, which are not shown in the Catalogue. The request will be via a service change request.
- 4.7 Costs charged by MIS providers for exchange of data, additional licences or services in order to achieve export of Service User data to an MIS system are not included in this agreement and must be covered by the Service User.

5 Price and conditions of payment

- 5.1 The Service User agrees to pay the Service Charge associated with the Services they order.
- 5.2 The first Service Charge is invoiced at the agreement Start Date
- 5.3 Subsequent Annual Service Charges are invoiced annually in advance. For all subsequent years the Annual Service Charge is invoiced at the beginning of each new Fixed Term.



- 5.4 All prices are exclusive of VAT, and the Service User shall pay VAT in addition if the Law requires this.
- 5.5 Payment due within 30 calendar days of the invoice date.
- 5.6 All payments shall be made with reference to the invoice number. If the Service User's invoice is overdue, separate charges of £40 (for invoices under £1,000) or £70 (for invoices over £1,000) will be applied to the Service User's account, in addition to an annual interest amount of 8.25%, accrued on a monthly basis.
- 5.7 The customer shall not be entitled to withhold payment of any amount payable by reason of any dispute or claim by the customer in connection with the Agreement with Frontier.

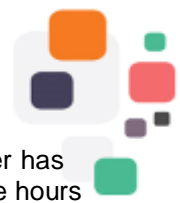
6 Licence and use

- 6.1 The Supplier grants the Service User a non-exclusive, revocable right to use the Service and Software in accordance with the terms and conditions of this Agreement.
- 6.2 When this Service User Agreement is terminated, the Service User shall forego its right to use the Service and Software (including any associated documentation). At the same time, the Supplier's obligations related to the Service in this Agreement shall cease to exist, unless expressly agreed in writing by the Parties.
- 6.3 All upgrades of the Software are included, at no extra charge, during the term of the Agreement.
- 6.4 The Service User shall not modify or remove any copyright or proprietary notices on the Software.
- 6.5 The Service User shall not decompile, reverse engineer, disassemble or otherwise reduce any part of the Software to human-readable form nor permit any third party to do so.
- 6.6 Save as otherwise provided, the Service User shall not, and shall not permit any third party to copy, make error corrections to or otherwise modify or adapt the Software nor to create derivative works based upon the Software.
- 6.7 Save as otherwise provided, the Service User shall not provide access to the Software or issue licences of the Software to any third party without prior written permission from the Supplier.
- 6.8 The Service User shall implement and maintain adequate measures to safeguard the Software from access or use by any unauthorised person not belonging to the Service User's user base and shall further indemnify the Supplier from any claim arising as a result of its breach of this clause including as may arise under the Data Protection Act 1998 or any related data protection legislation.
- 6.9 The Service User shall comply with all reasonable instructions of the Supplier with regard to the use of the Software, including without limit, the implementation of upgrades to the Software, specified operating system, computer hardware, network configurations or otherwise which the Supplier may provide from time to time.
- 6.10 The Service User shall indemnify the Supplier from any consequences of using 3rd party products with the Software and the Supplier take no responsibility for the performance of the Software as a result of any third party products used with the Software.

7 Warranty

- 7.1 The Supplier warrants that it has the right to grant the Service User the right to use of the Software as provided in this Agreement, and that upgrades, bug fixes, and modifications will be carried out with reasonable care and skill appropriate to the Software being provided.
- 7.2 The Supplier does not warrant that the Software will be uninterrupted or error free.
- 7.3 The Service User can require the Supplier to repair or replace (Suppliers option) any defective code in the Software within a reasonable time at no charge to the Service User. The Service User shall provide all information as may be reasonably necessary to assist the Supplier in resolving any defective code in the Software including sufficient information to enable the Supplier to re-create the defect.
- 7.4 The warranties shall not apply to the extent that:
 - the Software is used in combination with any software or materials not preapproved by the Supplier;
 - the Software is used otherwise than as permitted under this Agreement;
- 7.5 The Supplier does not warrant that any of the following incidents may not occur as a consequence of the Supplier software, provided that such incident is not caused by negligence from the Supplier: loss of data, data or service unavailable, data made available for unauthorised users, malfunction in application or hosting environment, virus attack, hosting environment unavailable or unauthorised break-in (hacking).
- 7.6 The Service User shall indemnify the Supplier against any reasonable claim any user or other third party may have against the Supplier resulting from how the Service Users is utilizing the software.
- 7.7 The Supplier shall not be liable for any expenses, loss of profit, loss of goodwill, loss of reputation, loss of contract, loss of business or any indirect or consequential loss howsoever caused, incurred by or alleged to have been incurred by the Service User, in connection with the supply or use of the Software under this Agreement.
- 7.8 The Service User acknowledges that any and all copyright and any other intellectual property rights which subsist in or arise in connection with the Software whether prior to or during the term of this Agreement anywhere in the world belong to the Supplier (or its licensors, if any)

8 Support, Training and Hosting



- 8.1 The Service User is responsible for direct support to its own users (first line support). The Service User has access to the Supplier's Technical Support service (second line support) on working days between the hours 0800 and 1700 UK time.
- 8.2 Training and Support will be given under the Supplier's standard conditions for such services.

9 Confidentiality

- 9.1 The Supplier or any other person, who on the Supplier's behalf gains information about the Service User's business, business contacts, or computer material marked as confidential, has a duty to not disclose such information to third parties without the Service User's permission. The Service User shall keep all information given by Supplier confidential, provided Service User understands or should understand that such information is confidential.
- 9.2 Supplier may use the Service User as a reference in the marketing of their products and business.

10 Breach of the Agreement

- 10.1 Any party who wishes to cite a breach of the Agreement must do so in writing without undue delay after the party first gained or should have gained information of the alleged breach.
- 10.2 The Service User is obliged to examine the software and other products without undue delay after delivery, and at the latest 30 days after delivery from the Supplier.
- 10.3 If the Service User has failed to give notice within the 30-day period, the Service User forgoes the right to demand remedy for any fault or defect to the software or services delivered that ought to have been discovered at the time of delivery.

11 Disputes

- 11.1 This agreement is governed by English law.

12 Force majeure

- 12.1 Neither party is liable for any breach of their obligations under this Agreement caused by force majeure. Force majeure is defined as extraordinary circumstances beyond the reasonable control of the Parties. In a force majeure situation, the obligations under this Agreement to which the force majeure situation applies, are suspended for as long as the situations continues The corresponding obligations for the other Party are suspended for the same period.

13 Additional orders

- 13.1 Additional Services under the Agreement must be ordered in writing from the Service Users champion user or school administrator.
- 13.2 All orders for additional Services will be treated as a part of this Agreement.
- 13.3 All orders for additional Services are effective from the time Supplier confirms the order, and are thereafter a part of this Agreement. Costs relating to the Additional Services will be calculated and invoiced from the first day in the month following the month the order was placed.