



THIS AGREEMENT is made by and between:

**Minted Box Education Ltd**, a limited liability company registered in England, No. 08704772, (“**MINTclass**”) and the educational establishment as stated on the authorised Customer Order Form (“**Customer**”)

In consideration for the Charges and subject to the Customer’s execution of the Customer obligations detailed in the Agreement, MINTclass shall provide the services detailed in this Cloud Services Agreement (“**Agreement**”) for the Term on the terms and conditions as herein defined.

## 1 Definitions

**Acceptable Use Policy** - MINTclass’ policy for acceptable use of Services that access the Internet as defined in clause 2.4.

**Agreement** - the MINTclass Cloud Services Agreement together with these Terms of Business, including any referenced documents within it and any Attachments.

**Annual Extension Charge**- the charge for a 12 month extension of the Term.

**APIs** - application programming interfaces MINTclass may provide which provide programming code to interface with and utilise the Services.

**Attachments** – attachments to this Agreement containing additional terms and conditions associated with Optional Services which are incorporated and made part of this Agreement when so agreed in writing between the two parties.

**Business Hours** – 09:00 to 17:00 UK time Monday to Friday inclusive, excluding public holidays in the UK.

**Charges** – annual fees for the provision of the Services and Content under the terms of this Agreement.

**Confidential Information** - this Agreement, all Content, data, drawings, benchmark tests, specifications, trade secrets, object code and source code of any software, and any other proprietary information made available to Customer by MINTclass, including all items marked as “Confidential” or “Proprietary”.

**Content** – any audio and visual information, documents, software, products, and services made available by MINTclass as part of the Services.

**Customer** - the company identified in the Cloud Services Agreement.

**Customer Data** - all data, graphics, and information, including, without limitation, any hypertext links, scripts, recordings, sound, music, graphics or images that are created, installed, uploaded, or transferred in connection with the Services by Customer. Customer Data also includes information provided by Customer for account management purposes.

**Educational Establishment** – the separate identifiable entity identified in the Cloud Services Agreement. In a hard or soft federation, each individual educational establishment must be licensed separately.

**Feedback** - any and all suggestions, comments, improvements, or other feedback about the Services that Customer provides to MINTclass either directly or indirectly in any format or media.

**Initial Charge** – the charge for the provision of the services for the Initial Term **Initial**

**Term** – 3 years from the Start Date

**Operational Services** – services provided by MINTclass in setting up the Services for the use of the Customer, and/or recurrent services during the Term.

**Optional Services** - other services, including without limitation enhanced support & maintenance, enhanced operational services, consultancy, implementation, training, data migration, advice or assistance which



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MINTclass may provide either for additional charge or without charge. Optional Services may be associated with additional terms and conditions.

**Personal Data** – any data, either alone or in combination with other information, which is information related to a natural person protected under the Data Protection Act 1998 as amended.

**Services** - the provision of access via the Internet to the Content, as detailed in the Cloud Services Agreement, together with services provided by MINTclass including Operational Services and Support & Maintenance services.

**Support & Maintenance Services** – MINTclass services provided in accordance with clause 3 of this Agreement.

**Term** – the period from the start of the Initial Term until the date of termination of the Agreement in accordance with clause 9.

## 2 Access and Use of Services

**2.1 Access.** Customer's use of and access to Services and any Content provided as part of the Services is governed exclusively by this Agreement.

**2.2 License Grant.** MINTclass grants to Customer a temporary, non-transferable, limited, non-exclusive and revocable right to access and use the Content during the Term solely for the purpose of the administration of the Educational Establishment.

**2.3 Limitations.** The license granted herein is granted solely to Customer for use with the Educational Establishment, and not, by implication or otherwise, to any federated or affiliated educational establishment whether or not controlled by the Customer. Customer may not provide access to the Services to any third party. MINTclass reserves all rights not expressly granted to Customer. Customer shall not copy, distribute, reproduce, use or allow access to the Services and/or Content, except as explicitly permitted under this Agreement. Customer shall not modify, adapt, translate, or prepare derivative works from the Services and/or Content and, to the extent permitted by applicable law, shall not, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Services. Customer shall not remove, obscure, or alter MINTclass' copyright notice, trademarks, or other proprietary rights notices affixed to or contained within the Services. MINTclass' provision of Services hereunder does not constitute a distribution by MINTclass of any Content including any MINTclass proprietary or third party software.

**2.4 Acceptable Use Policy.** MINTclass' policy for acceptable use is also part of and incorporated into this Agreement and applies to the Services. The policy can be found here "<http://www.mintclass.com/acceptable-use/>". Changes to this Acceptable Use Policy will be made by posting a new version to the same webpage. A change will take effect upon the effective date specified in such notice or posting. Customer agrees to periodically review the website for changes to the Acceptable Use Policy. Customer agrees to and accepts any modified terms by continuing to use the Services after the changes are posted and effective.

**2.5 Trademarks.** Neither party grants the other the right to use its trademarks, trade names, or other designations in any promotion, publication, or website without prior written consent or except as otherwise expressly provided for in this Agreement.

**2.6 Priority.** In the event of a conflict, the terms of Attachments shall prevail over these Terms of Business, the latest dated Attachment will prevail over an earlier version of an Attachment, and the applicable Cloud Services Agreement shall prevail over other parts of this Agreement, all except as may be expressly specified otherwise. Throughout this Agreement, the term "Agreement" includes applicable Attachments and the Acceptable Use Policy. Attachments are part of this Agreement only for those Services to which they apply.



- 2.7 **Variation of Content.** MINTclass reserves the right to update the Services and/or Content in order to enhance functionality, improve documentation, and implement corrective, preventive or perfective maintenance on the applications. Customer will be provided with appropriate notice of such changes.

## 3 Operational, Support & Optional Services

- 3.1 **Operational Services.** Certain services are provided by MINTclass as standard as part of the set up process and/ or on a recurrent basis. Variations to or additions to these services are accommodated as Optional Services.
- 3.2 In order to set up access to the Services and the Content for the Customer, MINTclass will request information on Users and an initial download of Customer Data in a csv file or other format as agreed with MINTclass. MINTclass will set up the Services and access to the Services for the start of the Initial Term provided the necessary information is provided no less than 7 calendar days in advance thereof.
- 3.3 MINTclass will make available a facility for the Customer to upload further copies of its Customer Data for use within the Term.
- 3.4 At a time to be agreed, MINTclass will make available a single web-based training session for the use of Customer. Additional training opportunities can be made available at additional cost..
- 3.5 **Support & Maintenance.** MINTclass will provide the Customer with assistance with the resolution/correction of errors in the Services or the Content. MINTclass will provide contact details at the beginning of the term. Customer may contact MINTclass within normal Business Hours. Where problems require software updates, these will normally be issued as part of the regular software update release cycle.
- 3.6 At the beginning of the Term, MINTclass will assist the Customer with problems encountered where Users attempt to configure the Services or the Content. This service is made available within Business Hours, and is limited to a maximum of 4 hours support in the first calendar month of the Term. This service is not a substitute for Users being familiar with the available documentation, or undergoing appropriate training. Additional support and/or training is available as an Optional Service.
- 3.7 Customer may nominate up to three individuals to access the Support & Maintenance services. The identity of these individuals must initially be notified to MINTclass at the beginning of the Term and then maintained current.
- 3.8 **Optional Services.** Optional Services may be made available to the Customer by MINTclass, either as part of the original Agreement, or as a variation to the Agreement during the Term (in which case the Charges will also vary). Such Optional Services may consist of one or more of: (i) making available additional or enhanced functionality of the Services and/or Content in certain areas; (ii) assistance by MINTclass preparing the Services and/or Content for Customer use; (iii) Training services; (iv) additional recurrent services relating to the operation of the service; and/or (v) enhanced support services. In the event that MINTclass agrees to provide Optional Services, such Services will be defined and be governed by additional terms and conditions which will be incorporated into these Agreement in the form of an Attachment.

## 4 Customer Obligations, Representations And Warranties.

- 4.1 **Obligations.** Customer agrees to do each of the following: (i) comply with all applicable laws, rules and regulations, including those regarding data privacy, copyright, and export control, and the terms of this Agreement; (ii) use reasonable security precautions for providing access to the Services by its employees or other individuals to whom Customer provides access



including private keys and other security options; (iii) cooperate with MINTclass' reasonable investigation of outages, security

problems, and any suspected breach of this Agreement; (iv) comply with all license terms or terms of use for any software, content, service or website (including Content) (whether made available to Customer through the Services by MINTclass or a third party) Customer uses or accesses when using the Services; (v) prevent unauthorised access to or use of the Services and immediately notify MINTclass of any known or suspected unauthorised use of Customer's account, the Services, or any other breach of security; (vi) be responsible for all activity occurring under Customer's User accounts.

**4.2 Representations and Warranties.** Customer represents and warrants that (i) it has the full power

and authority to enter into this Agreement and to grant MINTclass the rights granted herein; (ii) the Customer Data does not and shall not violate or infringe any intellectual property right of any third party; and (iii) Customer is acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services or this Agreement.

**4.3 Confidentiality.** Customer agrees not to use MINTclass' Confidential Information except in connection with Customer's authorised use of the Services. Customer agrees not to disclose MINTclass' Confidential Information to any third person or party for a period of five (5) years following the termination or expiration of this Agreement except where the Confidential Information: (i) was in Customer's possession prior to receipt from MINTclass; (ii) is publicly known or readily ascertainable by proper means; (iii) is rightfully received by Customer from a third party without a duty of confidentiality; (iv) is disclosed by MINTclass to a third party without a duty of confidentiality on the third party; (v) is independently developed or learned by Customer; or (vi) is disclosed by Customer with MINTclass' prior written approval. Customer will provide reasonable prior notice to MINTclass and will request a protective order if Customer is required to reveal the Confidential Information under a subpoena, court order or other operation of law.

## 5 Price and Payment

**5.1 Charges.** The Customer agrees to pay to MINTclass the Charges as specified or as revised in accordance with the terms of this Agreement. MINTclass shall invoice the Initial Charge upon execution of the Agreement, and the Annual Extension Charge on the start date of the extension as detailed in clause 9.2

**5.2 Exclusion of VAT.** The prices detailed in this Agreement exclude Value Added Tax. Value Added Tax will be added to invoices at the rate then in force and shall be paid by the Customer in addition to the agreed Charges.

**5.3 Price Revisions.** MINTclass reserves the right to increase Charges at a rate no greater than the Retail Prices Index, such increases to be effective on any anniversary of the Agreement.

**5.4 Payment Terms.** All payments due under this Agreement shall be payable in pounds sterling in cleared funds into the bank account nominated by MINTclass within fourteen days from the date of MINTclass' relevant invoice. No counterclaim or set-off by the Customer may be deducted from any payment due to MINTclass on any account whatsoever without the express prior written consent of MINTclass.

**Bank:** Natwest

**Sort Code:** 60-22-19

**Name:** Minted Box Education Ltd

**Account:** 67428517



**5.5 Payment is of the Essence.** For the avoidance of doubt, failure to pay any sum due in accordance with this Agreement shall be deemed a material violation and the provisions of clause 9.3 (Termination of Service by MINTclass) may be invoked.

**5.6 Further Recourse on Late Payment.** Without prejudice to any other right or remedy available to MINTclass, if the Customer fails to pay any sum due under this Agreement within the agreed period, MINTclass shall be entitled at its sole discretion to: (i) charge the Customer interest (both before and after any judgement) and compensation on any overdue amounts on at the rate laid down under the Late Payment of Commercial Debts Act 1998, as amended. Customer shall be responsible for all costs incurred by MINTclass in order to recover due payments, including without limitation all professional fees and legal costs; (ii) suspend all access to the Services by the Customer until the payment is made. Customer Obligations, including without limitation payment obligations, are not affected by such a suspension. Following such a suspension, MINTclass may at its sole discretion require that the Customer agrees to revised payment terms for the Charges prior to any resumption of access to the Services.

**5.7 Disputed Invoices.** In the event that the Customer disputes an invoice it shall do so in writing providing proper details to MINTclass of the nature of and reason for the dispute within fourteen (14) days of receipt of the invoice. Customer shall not unreasonably dispute any invoice. Full details of the basis of the dispute shall be provided prior to payment of the invoice which must be made within the payment period provided for in this Agreement. Within fourteen days of such notification, the parties will meet to resolve the matter. If the matter is not resolved at that meeting, the matter will be referred to the parties' Managing Directors/CEOs. If notification of a dispute is not made in accordance with this clause 5.6, payment by the Customer shall be deemed final.

## 6 Content, Feedback and Customer Data

**6.1 Content.** MINTclass and its licensors retain all right, title, and interest in the Services and/or the Content. In the event that MINTclass agrees to provide customisations to the Services and/or Content, whether or not specifically commissioned by the Customer, MINTclass and its licensors retain all right, title, and interest in such customisations.

**6.2 Feedback.** MINTclass shall own all right, title and interest in and to the Feedback. Customer hereby irrevocably assigns to MINTclass all right, title, and interest in and to the Feedback and agrees to provide MINTclass with any assistance MINTclass may request to document, perfect, and maintain MINTclass' rights in the Feedback.

**6.3 Customer Data.** Customer retains all right, title, and interest in Customer Data. By any party using Customer's account and adding, creating, installing, uploading, or transferring Customer Data for use in conjunction with the Services, Customer grants MINTclass and its hosting supplier (Memset UK Ltd) a non-exclusive, royalty-free, paid-up, transferable license and approval to host, cache, copy, (in UK only) and display Customer Data, for the purpose of and in conjunction with providing the Services for the term of this Agreement. Customer represents that Customer has and will keep in effect during Customer's use of the Services, all licenses and approvals necessary to grant MINTclass and its hosting supplier (Memset UK Ltd) these rights and that they will be provided at no charge to MINTclass. Customer is responsible for complying with the terms of any such license agreements including entitlements and permitted uses. Customer represents that by adding, creating, installing, uploading, or transferring Customer Data, or using APIs to do any of the foregoing, for use in conjunction with the Services, Customer is not exceeding any specified entitlement or permitted use or violating applicable license agreements or applicable laws. Customer agrees to reimburse MINTclass for any reasonable costs and other amounts that MINTclass may incur from Customer's failure to obtain these licenses or approvals.

**6.4 Customer Data Responsibilities.** Customer is responsible for all Customer Data, including selection, creation, design, usage, licensing, maintenance, testing, backup, and support. Customer is also responsible for any Personal Data or any information Customer considers confidential that is included





in the Customer Data. Customer acknowledges that MINTclass does not control the transfer of data over telecommunications facilities, including the Internet.

- 6.5 **Customer Data Confidentiality.** Where Customer Data is clearly identified as Customer Confidential Information, MINTclass will:
- 5.a. use the same care and discretion to avoid disclosure of such Customer Confidential Information as it uses to avoid disclosure of its own similar information;
  - 5.b. disclose Customer Confidential Information only to its employees or employees who have a need to know to provide the Services; and
  - 5.c. disclose Customer Confidential Information to subcontractors who have a need to know to provide the Services and MINTclass will have appropriate agreements in place with its subcontractors to meet the confidentiality obligations as set forth in this section. MINTclass may disclose Customer Confidential Information to the extent required by law. However, MINTclass will, to the extent possible, give the Customer prompt notice to allow Customer a reasonable opportunity to obtain a protective order.
- 6.6 MINTclass is under no obligation for any information Customer identified as Customer Confidential Information that is:
- 6.a. already in MINTclass' possession without obligation of confidentiality;
  - 6.b. developed independently;
  - 6.c. obtained from a source other than the exposure during the provision of the Services without obligation of confidentiality;
  - 6.d. publicly available through no fault of MINTclass; or
  - 6.e. disclosed by Customer to another without obligation of confidentiality.
- 6.7 MINTclass is free to use in its business activities the ideas, concepts and know-how contained in any Customer Data which are retained in the memories of MINTclass employees who have had access to the Customer Confidential Information during the performance of the Services.

## 7 Privacy

- 7.1 **Compliance with Law.** Both parties warrant that they will duly observe all their obligations under the Data Protection Act 1998. In this Clause 7, the terms "Process", "Processing" and "Personal Data" shall be understood in their meanings as assigned by the Data Protection Act 1998 as amended.
- 7.2 **Data Controller.** Customer is and shall remain the data controller of the Customer Data it uploads or provides as part of the Services. MINTclass is a service provider to Customer and has the role of data processor. MINTclass does not own or otherwise act as data controller of the Customer Data. It is Customer's responsibility to verify that the security and privacy protections offered by the Services are adequate and in compliance with all applicable laws governing the type of data included in the Customer Data which is uploaded in or provided to the Services.
- 7.3 **Data Processing.** Without limiting Clause 7.1, if the Customer passes to MINTclass, or otherwise gives MINTclass access to, Personal Data under this Agreement:
- 7.3.a.1 MINTclass will not Process Personal Data held by it under this Agreement except in accordance with this Agreement or otherwise on the instructions of the Customer.
  - 7.3.a.2 MINTclass will acquire no rights or interest in the Personal Data and will return such Personal Data to the Customer on demand.



7.3.a.3 MINTclass will implement appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of or damage to Personal Data.

7.3.a.4 MINTclass will ensure that its employees will maintain proper records of the Processing of any Personal Data received from the Customer or from a third party on behalf of the Customer.

7.3.a.5 MINTclass will not transfer Customer's Customer Data, including Customer's Personal Data, outside of the United Kingdom without the written approval of the Customer.

7.4 **Collection of Personal Data.** Customer's access to the Services is via an MINTclass-controlled website. As such, Customer's interaction with the website, and any Personal Data that may be collected by the website, is governed by the MINTclass privacy Policy  
<http://www.mintedbox.com/privacy/>

## 8 Warranties & Disclaimers

8.1 MINTclass does not warrant that the Service will be uninterrupted, error-free, or completely secure. Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of Customer privacy, confidential information, Customer Data, and/or property. MINTclass has no obligation to provide security other than as stated in this Agreement. To the extent permitted by law, MINTclass disclaims any and all warranties, statutory or otherwise, not expressly stated in this Agreement, including the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement.

8.2 The disclaimers of this clause 8 apply also to any suppliers and subcontractors of MINTclass.

## 9 Term, Termination & Suspension

9.1 **Term.** This Agreement comes into force and effect upon the later of the signatures of the representatives shown on the Cloud Services Agreement. MINTclass will make available the Services for use for the period specified in the Cloud Services Agreement ("**Initial Term**") in accordance with the terms and conditions of the Agreement, unless extended in accordance with clause 9.2 or terminated earlier in accordance with the provisions of this clause 9.

9.2 **Extension of Initial Term.** The Agreement will be extended automatically at the end of the Initial Term for an additional 12 month period unless either party provides two months written notice to the other that that party does not wish the Agreement to so extend. In the event that the Agreement is extended beyond the Initial Term, the Agreement will be automatically extended at the end of the extended term for a further 12 month period unless either party provides two months written notice to the other that that party does not wish the Agreement to so extend .

9.3 **ANY CUSTOMER DATA ENTERED INTO THE SERVICES BY THE CUSTOMER, AND ANY CUSTOMISATIONS MADE TO THE SERVICES BY OR FOR THE CUSTOMER, DURING THE PERIOD OF THE AGREEMENT WILL BE PERMANENTLY LOST ON TERMINATION. CUSTOMER MUST EXPORT ITS CONTENT BEFORE TERMINATION OR THE ENTERED DATA WILL BE PERMANENTLY LOST.**

9.4 **Termination of the Services by MINTclass.** MINTclass may terminate Customer's access to Services, in whole or in part, or prevent access to any new Services if; (i) in MINTclass' sole discretion there is an emergency situation, including but not limited to breach of security; (ii) continued provision of Services, in whole or in part or Customer's use of Services in whole or in part may cause MINTclass to violate any law, rule, regulation, governmental policy, or court order; (iii) use of Services in whole or in part, is inconsistent with a contractual commitment or intellectual property right of a third



party; (iv) Customer materially violates the terms of this Agreement; or (v) there is a material violation of the Acceptable Use Policy. For the purposes of this Agreement, a "material violation" may consist of a single event, or of a pattern of violations over a period which together constitute a material violation.

**9.5 Suspected Violations.** MINTclass reserves the right to investigate complaints relating to use of the Services by Customer, Users, or someone using Services associated with Customer's Account, or any potential violation of the terms of this Agreement (including but not limited to the Acceptable Use Policy or Attachments). Notwithstanding any other terms, policies, or other rights available, MINTclass may take any action it deems appropriate, including without limitation, disclosing information to enforcement agencies. In addition to any other remedies available to it, MINTclass reserves the right to:

5.a. restrict Customer's access to or terminate any of the Services, as described above;

5.b. require the removal of offending Customer Data; or

5.c. exercise other rights and remedies available at law or in equity.

**9.6** Except for an emergency as determined by MINTclass or as may otherwise be required by law, before undertaking the remedies described in clauses 9.4 (Termination of Services by MINTclass) and 9.5 (Suspected Violations), MINTclass will attempt to notify the Customer by any reasonable practical means under the circumstances. Customer is required to immediately backup Customer Data or, where possible, demonstrate to MINTclass that the violation has been remedied. Customer must take such action at most within three business days.

**9.7 Termination by Customer.** Customer may terminate this Agreement by serving 30 days' written notice of termination in advance if MINTclass repeatedly fails to observe or perform any serious material term or condition of this Agreement, including any Attachment, and such breach (if capable of remedy) continues for thirty (30) days after receipt of a written notice from Customer specifying the breach and requiring the same to be remedied.

**9.8 Survival.** Any terms of this Agreement that by their nature extend beyond the termination of Services remain in effect until fulfilled, and apply to both parties' respective successors and assignees.

## 10 Indemnity

**10.1** Customer agrees to defend MINTclass and its subcontractors at Customer's expense, and pay all costs, damages, and reasonable attorneys' fees that a court finally awards (or which Customer agrees to in any final settlement) for any third party claim arising out of or related to (i) Customer Data (ii) use of the Services or Content in combination with other facilities or services or (iii) any violation of this Agreement, including but not limited to the Acceptable Use Policy by Customer or any entity using Customer's Account.

**10.2** For indemnification under this clause 10, MINTclass must:

2.a. promptly notify Customer in writing of the claim; and

2.b. allow Customer to control, and reasonably cooperate with Customer in, the defence and any related settlement negotiations.

**10.3** Customer agrees to promptly notify MINTclass of any event or circumstance related to Services, Customer Data or Customer's use of Services, that Customer becomes aware of which could lead to a claim or demand against MINTclass. Customer agrees to provide all relevant information relating to such event or circumstance to MINTclass at MINTclass' request.





## 11 Limitation of Liability

- 11.1 Save as expressly provided in this Agreement there are no other conditions, non-fraudulent warranties or representations (express or implied) with respect to the Services and/or Content and any warranty or representation implied by law are expressly excluded to the maximum extent permitted by law. Customer expressly affirms that it is not relying on any non-fraudulent warranty, condition or representation not contained or referenced in the Agreement.

- 11.2 Except as expressly set forth in this agreement, MINTclass Ltd makes no warranties or representations, express or implied, in fact or in law, with reference to the MINTclass Ltd Deliverables and it is expressly agreed that there is no warranty of satisfactory quality, merchantability or noninfringement or fitness for a particular purpose, express or implied, given by MINTclass Ltd with reference to the Services and/or Content.
- 11.3 Under no circumstances is MINTclass, its suppliers or subcontractors liable for any of the following even if informed of their possibility:
- 3.a. Loss of, or damage to, Customer Data;
  - 3.b. special, incidental, exemplary, or indirect damages or consequential damages; or
  - 3.c. wasted management time or lost profits, business, revenue, goodwill, or anticipated savings.
- 11.4 In no event will MINTclass' liability for actual direct damages arising out of this agreement or the use or performance of the Services exceed the actual Charges for the year previous to the event giving rise to the claim. This limit also applies to any of MINTclass' suppliers and subcontractors. Customer acknowledges and agrees that any action for recovery of costs and damages is to be made against MINTclass, and not its suppliers and subcontractors, but that the limitation detailed in this clause is the maximum for which MINTclass and its suppliers and subcontractors are collectively responsible.
- 11.5 Damages for bodily injury (including death), and damage to real property and tangible personal property for which MINTclass is legally liable are not subject to a cap on the amount of damages.
- 11.6 Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: (i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or the Services more than two years after the cause of action arose; and (ii) after such time limit, any legal action arising out of this Agreement or the Services and all respective rights related to any such action lapse.

## 12 Dispute Resolution

- 12.1 The parties will use all reasonable endeavours to negotiate in good faith and settle any dispute that may arise out of or in relation to this Agreement, or any breach of it.
- 12.2 If any such dispute cannot be settled amicably within ten working days through negotiations at the level at which meetings are usually held, then the dispute shall be referred to the senior representatives nominated by the Managing Director or Chief Executive Officer of each party who will meet in good faith within ten working days in order to try and resolve the dispute.
- 12.3 If the dispute or difference is not resolved as a result of the meeting of the senior representatives, either party may (at such meeting or within ten working days of its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a neutral advisor or mediator before resorting to litigation.
- 12.4 Nothing contained herein shall restrict either party's freedom to commence legal proceedings before any competent court to preserve any legal right or remedy or protect any proprietary right or trade secret.

## 13 General

- 13.1 Assignment.** Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of MINTclass. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.2 Notices.** All notices required to be sent hereunder to MINTclass shall be in writing and shall be deemed to have been given three business days after being mailed by first class mail to the address



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listed above. MINTclass will send notices to Customer to the email address identified in the Cloud Services Agreement. Subject to the foregoing, Customer and MINTclass consent to the use of electronic means, email, and facsimile transmissions to send and receive communications in connection with our business relationship arising out of this Agreement, and such communications are acceptable as a signed writing.

- 13.3 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable consistent with its objective. In any case, the remaining provisions of this Agreement remain in full force and effect.
- 13.4 Purchase Orders.** In the event that the Customer issues purchase orders which refer to the Services, or Content or any part thereof, such purchase orders shall be regarded as for the administrative convenience of the Customer only, and any terms and conditions attached to such purchase orders shall not form part of this Agreement nor be regarded as superseding this Agreement.
- 13.5 Force Majeure.** Neither MINTclass nor the Customer shall be held liable to the other or be held in breach of this Agreement if prevented hindered or delayed in the performance or observance of its obligations hereunder resulting from acts beyond the reasonable control of the party concerned.
- 13.6 Waiver.** The waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.
- 13.7 Rights of Third Parties.** Unless expressly provided in this Agreement, no express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 13.8 Publicity.** MINTclass may cite the Customer publicly as one of its customers (along with a brief description of the services provided) in its sales and marketing material without further reference to Customer. With the prior consent of the Customer, MINTclass may also issue press releases concerning the services, hyperlink to Customer website, use materials produced under this Agreement in case studies or award competitions and/or use such materials in its investor relations material.
- 13.9 Non-solicitation.** Each Party agrees it shall not employ or solicit the employment, directly, or indirectly, of any of the other Party's employees or contractors during the period of this Agreement and for a period of six months thereafter, without the express written approval of the other.
- 13.10 No Agency.** This Agreement and Services provided under it do not create an agency, joint venture, or partnership between Customer and MINTclass. Each party is free to enter into similar agreements with others to develop, acquire or provide competitive services.
- 13.11 Compliance with Laws.** MINTclass will comply with laws applicable to MINTclass generally as a provider of information technology services. MINTclass is not performing Customer's regulatory or management obligations and is not responsible for determining the requirements of laws applicable to Customer's business, including those relating to Services hereunder. The Services are not designed to comply with any particular law or regulations. Customer is responsible for complying with laws, rules, and regulations that may be applicable to Customer Data and Customer's use of the Services. Customer agrees not to place or allow any Customer Data within the Services that require any specific legal or regulatory compliance by MINTclass except as expressly stated in the Agreement.
- 13.12 Entire Agreement.** This Agreement shall constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. Nothing in this item shall have the effect of excluding or limiting liability for fraud. This Agreement may not be modified or amended except in writing signed by a duly authorised representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement. Notwithstanding anything in this Agreement to the contrary, neither party is obligated to take any action that would violate applicable law.



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13.13 **Governing Law and Jurisdiction.** This Agreement shall be subject to, governed by, and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.



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